

Illinois Housing Development Authority

SOLICITATION DOCUMENT

Accounting Software 2012-HDA-IT-018

SECTION 1. - OVERVIEW

The Illinois Housing Development Authority (the "Authority") is requesting Offers (bids / proposals) from responsible Vendors to meet the Authority's needs. Below is a brief description of our needs with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, please submit an Offer.

We are issuing this solicitation in the following form and you must take that into account when reading and responding:



Request for Proposals

1.1. AUTHORITY BACKGROUND INFORMATION:

The Authority is a self-supporting financial institution created to finance the creation and preservation of affordable housing. To fulfill our mission and lending programs, the Authority sells bonds and competes for business against private sector banks in the marketplace. At the present time, the Authority manages about \$3 billion of assets and liabilities. The Authority's ability to sell bonds and access the capital markets depends to the strength of its credit rating. Rating agencies assign the Authority a credit rating based on their assessments of the Authority's financial operations, creditworthiness and ability to meet timely bond and debt obligations. Despite a volatile housing market, the Authority has successfully maintained strong credit ratings. The Authority currently has a credit rating of A1(Stable)/A+(Positive)/AA-(Stable) from Moody's Investors Service, Standard & Poor's and Fitch Ratings respectively.

The Authority does not receive General Revenue funding and is not dependent and subject to the State's budget to pay its operating expenses. The Authority maintains its own budget, separate and distinct from the State's budget. It is the Authority's policy to pay invoices NET30.

1.2. EXECUTIVE SUMMARY:

The Authority's goal is to identify and implement an accounting software package with integrated modules including, Accounts Payable, General Ledger, Fixed Assets, and Purchasing. The solution must be able to record and manage large volumes of detailed general ledger transactions from sub-ledger systems, including transactions related to assets, payables, bonds, mortgage loans, amortization and more. In addition to our current needs that relate to accounts payable, general ledger, purchasing, and fixed asset modules, we seek a solution that will allow the Authority to grow in the future.

1.3. SOLICITATION OVERVIEW:

The solicitation package consists of two parts:

Part A - INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS

Part A consists of the following sections:

- SECTION 1. - OVERVIEW
- SECTION 2. - TABLE OF CONTENTS
- SECTION 3. - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION
- SECTION 4. - EVALUATION PROCESS
- SECTION 5. - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

These sections provide information necessary for submitting an Offer (a bid or proposal) set forth the basic legal and policy requirements associated with this solicitation and tell how we will evaluate Offers.

Part B - OFFER RESPONSE FORMS

Part B consists of the following sections:

- SECTION 6. - FORMS (TO BE SUBMITTED WITH OFFER)
- SECTION 7. - CONTRACT

Your response to Part B will constitute your Offer to the State and will provide us with information about you, what you will provide, your ability to perform and your price. We will evaluate this information as well as compliance with the Instructions.

1.4. OTHER INFORMATION:

In this document the Illinois Housing Development Authority will be referred to as "Authority", "Agency", "we" or "us". The person submitting an Offer will be referred to as "Vendor", "Contractor", "Offeror" or "You". "We" is used appropriate to the context.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

Public Act 95-971 contains registration requirements regarding bids and proposals submitted by vendors. You must read and comply with the requirements. See www.purchase.state.il.us for additional information.

Specifically, if the Vendor's proposal in response to this RFP will total more than \$50,000, then the Vendor MUST register with the State Board of Elections, must select the checkbox in the POLITICAL CONTRIBUTIONS FORM: (Section 6.6) to indicate vendor has registered and must attach a copy of the official certificate of registration as issued by the State Board of Elections. Registration with the State Board of Elections is a simple online registration process.

1.5. NON-DISCRIMINATION POLICY:

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.

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SECTION 3. - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

3.1. SOLICITATION CONTACT:

If you have a question or suspect an error, you must immediately notify the Solicitation Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any Authority or State officer or employee other than the Solicitation Contact. Only written answers to questions shall be binding on the Authority.

Michele Williams	Phone: 312.836.5285
Illinois Housing Development Authority	Fax: 312.832.2160
401 North Michigan Ave, Suite 700	TDD: 312.836.5222
Chicago, Illinois 60611	E-mail: ITSolicitation@ihda.org

3.2. VENDOR QUESTIONS AND AUTHORITY RESPONSE:

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be received in writing by the date and time below in order for a reply to reach all Vendors before the close of the bid. Any information concerning a solicitation will be furnished to all prospective Vendors as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written solicitation documents supersede any verbal or written communication between parties. Addenda are posted on the purchasing web site: www.purchase.state.il.us. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to solicitation submittal.

Submit questions in writing (either fax, mail, or email) to the Solicitation Contact above.

Deadline for Bidders' Questions - July 26, 2012 at 5:00 PM Central Time

3.3. VENDOR CONFERENCE / SITE VISIT:

Vendor Conference:

☒ Yes ☐ No

Mandatory Attendance:

☐ Yes ☒ No

Vendor Conference Date and Time: Thursday, July 12, 2012 10:00 A.M. Central Time

Location: Illinois Housing Development Authority, 401 North Michigan Avenue, Suite 700, Chicago, Illinois 60611

For those that cannot attend in person but would like to still attend by telephone, Vendors must contact the Solicitation Contact herein this document via email no later than 3:00 p.m. Central Time, Wednesday, July 11, 2012 to receive instructions on how to enter into the telephone conference.

We will provide written responses to questions and only those written responses shall be binding. If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site. Please send email notification to the Solicitation Contact above if you plan to attend, including how many people will be joining you.

3.4. OFFER DUE DATE, TIME, AND SUBMISSION LOCATION:

Due Date: Thursday, August 09, 2012 Time: 3:00 P.M. Central Time

3.4.1. DELIVER OFFERS TO:

Illinois Housing Development Authority
Attn: Amanda Carone
401 North Michigan Avenue, Suite 700, Chicago, Illinois 60611

3.4.2. LABEL OUTSIDE OF ENVELOPE / CONTAINER:

IHDA Accounting Software - 2012-HDA-IT-018
Due Date: Thursday, August 09, 2012 Time: 3:00 P.M. Central Time
[Vendor Name & Address]

We will open Offers at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Offers, modifications or withdrawals submitted after the due date and time. All times are State of Illinois local times.

3.5. NUMBER OF COPIES:

You must submit a signed original and a full electronic copy of the Offer in a sealed container. In addition, please submit a copy of the offer on CD in the following format: Microsoft Word and/or PDF; and a completed electronic copy of the Microsoft Excel workbook of the Technical Specifications. You must submit separate CDs for technical and price with the price CD sealed in the pricing envelope. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede the Authority's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). If Minority, Female, and Person with Disability Subcontracting is marked "YES", you must also submit one (1) original and one (1) copy of your Utilization Plan in a separate sealed envelope within your Offer container.

In accordance with Public Act 95-971, if you are required to submit the State Board of Elections Registration Certificate and fail to do so, your bid / proposal will be disqualified.

3.6. OFFER FIRM TIME:

Your Offer must remain firm for 180 days from opening.

3.7. BID BOND/PERFORMANCE BOND:

Bid Bond \$ N/A Performance Bond \$ N/A. You must submit the Bid Bond with the Offer and the Performance Bond within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to us.

3.8. PROTEST REVIEW OFFICE:

Aggrieved party must submit protest to the protest review office identified below. Do not submit it to any other person or address. Protests shall contain a statement of reason for the protest (44 IL Adm. Code 1.5550 (b)(2)(C)), and CPO must physically receive the protest by noon of the seventh calendar day after you knew or should have known of the facts giving rise to the protest.

Chief Procurement Officer
Attn: Protest Review Office
401 S. Spring Street
Suite 514 Stratton Office Building
Springfield, IL 62706
Phone: (217) 558-2127
Facsimile: (217) 558-2164
Illinois Relay: (800) 526-0844

3.9. SMALL BUSINESS SET-ASIDE:

☐ Yes ☒ No.

If "Yes" is marked, you must be certified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate your Offer. For complete requirements and to certify your business in the Small Business Set-Aside Program, visit http://www.sell2.illinois.gov/bep/Set_Aside.htm.

3.10. MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING:

☒ Yes ☐ No.

If "Yes" is marked, this solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. In addition to the number of copies requested above, **you must submit an original and 1 copy of the Utilization Plan and Letter of Intent, sealed separately within the offer container.** Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Susan Hartman at Susan.Hartman@illinois.gov or (312) 814-2200 prior to submission of bids or proposals. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)). Firms included on Utilization Plans as meeting BEP requirements as prime or sub-contractors must be certified by CMS as BEP vendors prior to contract award. Go to http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements for BEP certification.

The Authority has set a goal to utilize vendors that have been certified as owned and controlled by persons who are minority, female or who have disabilities under the Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575). The Authority hopes to achieve the statewide goal of awarding twenty percent of the award to certified vendors within the Illinois Business Enterprise Program.

Vendors need not subcontract with a Certified Vendor in order to be considered under this RFP. Notwithstanding, for those vendors who have attempted to partner with a Certified Vendor but have been unable due to a lack of availability, the vendor should simply note its "good faith efforts" as provided for in the RFP. For those vendors who seek to fill roles that do not have a direct subcontracting opportunity, they should so note in their response to the RFP.

3.11.PUBLIC CONTRACTS NUMBER:

(775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening we may not be able to consider your Offer. Please contact DHR at 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.

3.12.ILLINOIS PROCUREMENT BULLETIN:

We publish procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>). Procurement information may not be available in any other form or location. You are responsible for monitoring the Bulletin; we cannot be held responsible if you fail to receive the optional e-mail notices.

3.13.AWARD:

We will post a notice to the Bulletin identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

3.14.PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:

Offers become the property of the Authority and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. A request for confidential treatment will not supersede the Authority's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the Authority may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

3.15.RESERVATIONS:

You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the Authority. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).

3.16.EXPENSES:

Please note that the contract does not allow for separate reimbursement of any expenses incurred by the Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. These expenses must be included in the Vendor's bid. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.17.PAYMENT TERMS AND CONDITIONS (including when paid, frequency and retainage):

Payment will be made after completion of the Contract unless otherwise specified below.

3.18.TAX EXEMPTIONS:

State and Federal tax exemption information is available upon request.

SECTION 4. - EVALUATION PROCESS

4.1. OFFER RESPONSE FORMS:

We will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.

4.2. EVALUATION CATEGORIES:

We evaluate four categories of information: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.

4.2.1. ADMINISTRATIVE COMPLIANCE:

We will determine whether your Offer complied with the Instructions for submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.

4.2.2. RESPONSIBILITY:

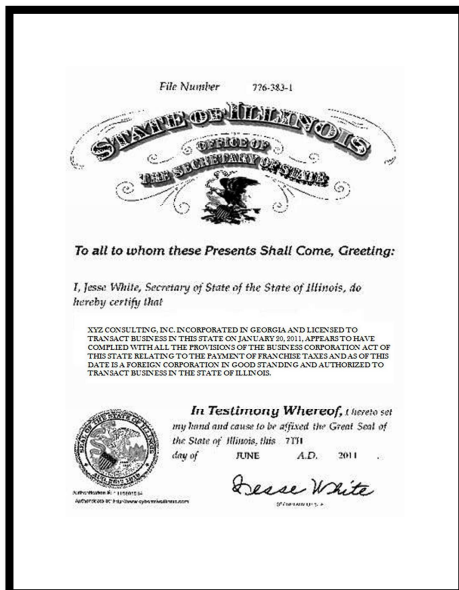
We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business.

1. A "Responsible" vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for an Authority contract. Evidence of good standing can include Certificate of Good Standing, copy of assumed name certificate from home county, etc.

Evidence of good standing may include a Certificate of Good Standing issued by the Illinois Secretary of State or a copy of assumed name certificate from the home county. Please contact the Illinois Secretary of State or your county clerk for more information

http://www.cyberdriveillinois.com/departments/business_services/home.html

EXAMPLE: SECRETARY OF STATE CERTIFICATE OF GOOD STANDING



2. Public Law 96-0795 provides that a "prohibited bidder" includes a person assisting the State of Illinois or a State Agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the Authority or State by reviewing, drafting or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the Authority.
3. Other factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Every bid submitted to and contract executed by the Authority and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

You must at all times have financial resources sufficient, in the opinion of the State or the Authority, to ensure performance of the contract and must provide proof upon request. The Authority may terminate the Contract, consistent with the termination for cause provision of this Contract, if the Vendor lacks the financial resources to perform under the Contract. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

4.2.3. RESPONSIVENESS:

We 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 Authority's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

For this solicitation, you will need to respond to each of the points identified in herein of the Solicitation. You must follow any format shown or referenced below. If none, you may respond freeform provided you address all the points, numbering each point as found in SECTION 4. - and addressing them in the order they appear.

The chart below shows the elements of Responsiveness that we will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is 800. Vendor proposals determined by the Authority to be within competitive range will be considered for the vendor presentation and demonstration at the Authority's Office in Chicago, Illinois. If eligible for the vendor presentation and demonstration, Authority intends to provide eligible vendors with sample transactions that the vendor's solution should be able to demonstrate live during the presentation and demonstration. Authority will provide sample transactions to the eligible vendors in sufficient time to prepare for the scheduled vendor presentation and demonstration.

Responsiveness Elements	Points
Desirable Functionality (General Ledger)	100
Desirable Functionality (Accounts Payable)	100
Desirable Functionality (Fixed Assets)	50
Desirable Functionality (Purchasing)	50
Desirable Functionality (All other desirable components)	100
Vendor Qualifications	100
Ability to Provide Timely Project Initiation and Implementation to Meet Milestones	100
<u>Total Points for Ranking to Determine Eligibility for Demonstration</u>	600
Vendor Presentation/Demonstration	200
Total Responsiveness Points	800

TOTAL NUMBER OF POINTS FOR PRICE:

The total number of points for Price is 400. We will determine Price points using the following formula:

Maximum Price Points X (Lowest Price / Offeror's Price) = Total Price Points

MAXIMUM NUMBER OF POINTS:

The maximum number of points is 1200 (Responsiveness 800 + Price 400).

4.2.4. PRICE:

We will identify the lowest priced Offer that meets Administrative, Responsibility and Responsiveness requirements. We will rank Offers in order of Price when appropriate.

4.2.5. AWARD:

We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the best value as shown by the combination of Responsiveness and Price.

We will determine how well Offers meet the Responsiveness requirements. We will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who receive fewer than the minimum required points will not be considered for Price evaluation and award.

If we do not consider the Price to be fair and reasonable and we cannot negotiate to an acceptable Price, we reserve the right to cancel the award and take appropriate action to meet our needs. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described herein this document.

SECTION 5. - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

5.1. AUTHORITY'S NEED FOR SUPPLIES / SERVICES:

The Authority's goal is to identify and implement an accounting software package with integrated modules including, Accounts Payable, General Ledger, Fixed Assets, and Purchasing. The solution must be able to record and manage large volumes of detailed general ledger transactions from sub-ledger systems, including transactions related to assets, payables, bonds, mortgage loans, amortization and more. In addition to our current needs that relate to accounts payable, general ledger, purchasing, and fixed asset modules, we seek a solution that will allow the Authority to grow in the future.

The acquisition of any software from an award of this solicitation does not and will not establish an Illinois statewide Enterprise Resource Planning ("ERP") software standard or precedent. Instead, the Authority expects the requirements of this solicitation to be satisfied by a mid-range, commercial off-the-shelf software solution with minimal or no customization.

5.2. SUPPLIES AND/OR SERVICES REQUIRED:

- A commercial off-the-shelf software application with minimal custom development or enhancements to satisfy the requirements described herein. For pricing purposes please assume 50 total end users of the applications.
- Software installation and configuration
- System implementation services
- Onsite staff training for software administration and use
- The Authority may require changes in order to meet business needs. Please explain how your change process works. Please include in the pricing section only, the cost information for these changes (i.e. hourly rate of X).
- The vendor will be expected to provide separate training classes for Administrative users (estimated 5) and end users (estimated 50). Additionally, please provide the cost for the classes and participants in the pricing section only. This pricing should include class agendas and all training materials.
- Ongoing application support and software maintenance.
- Potential, optional custom enhancements to be defined and requested by the Authority. Enhancements will be defined, specified and priced on a project-by-project basis and agreed upon in writing by the Vendor and Authority. Please see Section 6.8 PRICE AND COMPENSATION FORM: and provide requested hourly rates for the defined number of hours under the Custom Enhancements section.

As part of software maintenance and support, the Authority expects to receive application support via electronic mail and telephone, software corrections, software enhancements, performance improvements, new software releases, required regulatory updates, and updates necessary to maintain the application compatibility with the installed operating environment, including the installed servers, database, and client software, if applicable.

Vendors can propose an Authority Hosted solution and/or a Vendor Hosted solution. Authority Hosted and Vendor Hosted proposals from the same vendor will be scored separately. The Authority desires a solution that can best satisfy the mandatory and desirable requirements at the most cost-effective price while meeting the Authority defined milestones for implementation. The technical specifications section contains mandatory and desirable requirements that apply to both a Vendor Hosted and Authority Hosted solution. The technical specifications section also contains desirable requirements specific to a Vendor Hosted solution (See "Vendor Hosted System – Desirable") and desirable requirements specific to an Authority Hosted solution (See "Authority Hosted System – Desirable"). Vendors need only respond to the individual desirable requirements section that is applicable to their proposed solution. Vendors must respond to all other desirable requirements whether or not the proposed solution is Vendor Hosted or Authority Hosted.

Existing Applications for Potential Data Conversion

The applicable core data from an application to be converted will be provided to the Vendor in an industry standard text or delimited file format by Authority staff. The Vendor cannot access any proprietary existing software application owned by another Vendor. Please see Appendix A Data Conversion Requirements.

Application Area	Product/Vendor/Details
General Ledger / Accounts Payable: <ul style="list-style-type: none">• Map/convert existing Chart of Accounts to new Chart of Accounts Structure• General Ledger Account Balances to New Chart of Accounts• Master Vendor Listing from Accounts Payable• Accounts Payable Payment History	Masterpiece/Net version 4.2 from Infor Global Solutions
Fixed Assets	AssetWIN 2009 using Access Database version 2010

5.2.1. MANDATORY REQUIREMENTS:

The Authority has identified the Mandatory Requirements listed below. Vendor's failure to meet these requirements shall render its proposal nonresponsive and it will not be considered for selection.

If all responding Vendors fail to meet a particular mandatory requirement, that specific mandatory may, at the sole discretion of the Authority, be removed from the Mandatory Requirements for all Vendors so the evaluation process may continue.

5.3. TECHNICAL SPECIFICATIONS:

The Vendor must provide a detailed description of how the Vendor plans to approach each service requirement as expressed by the Authority under Section 5.2 of the RFP, "SUPPLIES AND/OR SERVICES REQUIRED." Offers must be fully responsive to each mandatory and desirable service requirement. Offers must identify any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluations of the Offer and may disqualify the Vendor.

Vendors are requested to submit electronic responses to the technical specifications using the provided Microsoft Excel workbook. Also please provide a paper copy of the completed Microsoft Excel workbook with the original signed copy of the Offer.

Please do not use the Microsoft Word document to complete the Mandatory and Desirable Requirement Responses.

For Mandatory requirements indicate Met or Not Met.

For the Desirable Requirements the vendor must indicate O, C, P, or X based on the descriptions provided below. A blank response will be awarded 0 points.

5.3.1. VALID DESIRABLE REQUIREMENT RESPONSES

Required Coded Responses	Response Description
O	Yes/Out of the box: Full feature capability is now provided by vendor's current offering, is in production operation with at least one client and is provided "out of the box". Out-of-the-box functionality meets the particular requirement, but is not configurable by the customer or configuration is not applicable to the particular requirement. This capability will be provided to Illinois Housing Development Authority at no additional cost.
C	Yes/Configurable: Full feature capability is now provided by vendor's current offering, is in production operation with at least one client and is configurable by the customer. Configurable functionality is provided and can be implemented or modified by a customer user via simple configuration such as populating tables or parameter settings. This capability will be provided to Illinois Housing Development Authority at no additional cost.
P	Full feature capability not provided now, but will be added at NO additional cost to Illinois Housing Development Authority
X	Feature cannot be provided

5.3.2. MANDATORY REQUIREMENTS:

Section		Mandatory Requirements		
		(All Vendors Must Respond)	Met / Not Met	Vendor Response
M.	1.	Vendors proposed solution is a commercial off-the-shelf accounting software application with integrated modules and minimal custom development or enhancements to satisfy the requirements described herein. Proposed solution is currently installed in production and used by clients as provided in the Vendor's references. In the Vendor Response field, please provide details on largest and smallest client environment in terms of transactions and users.		
M.	2.	Vendor must provide 3 references from entities currently using the proposed or similar system in a production environment as supplied by the Vendor. If available, it is desirable to have one reference from a financial institution with at least 200 employees, and one reference from a governmental entity.		

5.3.3. VENDOR HOSTED SYSTEM – DESIRABLE:

Section		Vendor Hosted System - Desirable		
		(Only Respond for Vendor Hosted Systems)	O / C / P / X	Vendor Response
D.	1	Illinois State Standards for Hardware and Software - It is desired the System be compatible with State of Illinois hardware and software standards found at https://www.standards.illinois.gov . State standards for Hardware and Software are hardware and software that the State has deemed to have Life Cycle states of 'Target', 'Proof of Concept', 'Standard', 'Supported', 'Not Supported', 'Legacy' and 'Retired'. Those products can be found at https://www.standards.illinois.gov . Vendor may log into the system by entering 'guestofstate' in the User Name field and 'Illinois' in the password field. For additional system issues, use the email link at the bottom of all pages on the website. Once in the system, click on the 'Products' icon. Select the 'Life Cycle' radio button. From the drop down list select the appropriate item and click the search button at the bottom of the page. The results will be viewed by pages. If the Vendor wishes to see all items at once, Vendor can click on the 'List All' link at the end of the paging section near the bottom of the page. The results can be sorted by any of the column headings.		
D.	2	Facility - It is desired the facility where the System is hosted be a Tier II equivalent facility with N+ 1 capability for all HVAC, electrical, UPS and generator facilities. It is desired the facility have dual instances for power and network / Internet connectivity.		
D.	3	Redundancy - It is desired all server system components hosting the Application be redundant / clustered with redundant SAN connectivity and data replication. It is desired an option of off-site redundancy for the server components and replicated data be provided.		
D.	4	Service Level Agreement - It is desired the Vendor maintain and support the System through an off-site hosting service. It is desired the Vendor provides the Authority with a comprehensive Service Level Agreement (SLA) that fully describes the level of performance and allowable levels of down time associated with the hosting service.		
D.	5	Service Availability - It is desired to have 99.99% service availability of the hosted system measured in 5 minute intervals.		

D.	6	Scheduled Outages - It is desired that all scheduled changes/outages be completed between 2:00 AM and 6:00 AM on Saturday or Sunday. We desire the Vendor to publish a notice of scheduled maintenance at least 48 hours in advance via the system website. We desire to be notified of ALL planned outages and desire to give approval to any outage outside the scheduled change window. We desire the Vendor to provide monthly uptime reports to the Authority for all components of the System.		
D.	7	Hardware and Software Upgrades and Modifications - We desire all software installations and upgrades of any out of the box product will be the responsibility of the Vendor. Vendor will also be responsible for upgrading other software and hardware required to maintain the hosted environment. The Authority desires to be notified of all future upgrades and modifications to the application, in accordance with the Service Level Agreement.		
D.	8	Change Management - If Vendor is selected for award, it is desired the Vendor have documented change management policy and procedures in place and share them with the Authority.		
D.	9	It is desired the Vendor has a defined defect tracking procedure. In the Vendor Response field, please explain how the defect tracking process works.		
D.	10	Help Desk - It is desired the Vendor provides technical support for 24/7/365 for information technology personnel for technical problems with calls received from technical and program staff, not from end users.		
D.	11	System Support - It is desired the System Help Desk support be readily available during regular business hours on a daily basis to assist with problem analysis and provides instructions for troubleshooting problems.		
D.	12	Escalation Policy - It is desirable the Vendor's Help Desk have a published escalation policy that cannot be resolved by first-line Help Desk personnel. If selected, it is desirable the Help Desk provides a published escalation policy for problems that cannot be resolved by first-line Help Desk personnel.		
D.	13	Emergency Contact - It is desired the Emergency contact be available during all non-business hours with a two (2) hour response time seven (7) days a week.		

D.	14	In the Vendor Response field, please provides a detailed explanation of the software licensing requirements of the System in total. This licensing detail should include, at a minimum, an explanation of all of the following that apply: end-user licensing, software module licensing, concurrent user licensing, per-user licensing, per-seat licensing, perpetual per-server licensing, license maintenance, third-party software licensing, and other licensing requirements including necessary database licenses.		
D.	15	In the Vendor Response field, please provide a defined process for managing changes the Authority has procured in respect to source code management for source code provided by the Vendor and how the changes will be incorporated into further versions of the software that the Authority may or may not acquire.		
			Capacity and Performance	
D.	16	It is desired the application be able to support the following minimum user capacities: - For web based components, 150 active web user sessions or concurrent users		
D.	17	Bandwidth - It is desired the Vendor provides a minimum of 5+ mbps guaranteed internet bandwidth.		
D.	18	Storage - It is desired the Vendor provides sufficient storage space to meet the needs described and to accommodate growth. In the Vendor Response Field, please specify how much storage space is proposed to be made available to the Authority to meet the needs described.		
D.	19	Gigabyte Cost - In its pricing proposal, Vendor must provides a per gigabyte (GB) cost of any storage that exceeds the initial storage proposal.		
			Data Backups and Recovery	
D.	20	Backups - It is desired the Vendor have a robust and reliable data backup system in place. It is desired the Vendor perform a daily backup of the data and systems either disk-based or tape media. It is desired Vendor maintain 60 days of data backups. It is desired at least one weekly copy of the data and systems backups be archived and securely transported to a secure external site. It is desired that daily backup reports of all successful/failed systems backups/archives be provides to the Authority upon request. It is desired data recovery be accomplished with a minimum slowdown of system functions.		

D.	21	Disaster Recovery - In the Vendor Response field, it is desired the Vendor provide information on how the application will be recovered in the event of a disaster. This information should include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), and whether or not the Vendor utilizes an alternate location for recovery purposes. If Vendor uses an alternate location, distance of alternate location from the original location, please provide response in the Vendor Response field.		
D.	22	RTO and RPO Objectives - It is desired the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for off-site systems be less than 12 hours and 4 hours respectively.		
			Auditing and Security	
D.	23	SSAE 16 Audit - It is desired the Vendor have an annual SSAE 16 Type II audit covering the services that are provides and provides a copy of said audit long with the detailed field summary. If applicable, it is desired the Vendor provides a copy of its recent SSAE 16 type II audit as part of the bid proposal (not in the Vendor Response field).		
D.	24	Audit Trail - It is desired the System maintain an audit trail of all database transactions (add, change, delete) identifying the individual performing the transaction, the date and the time, and the original data in instances where changes are made.		
D.	25	Compliance Audit and Fines - Vendor is responsible for any software compliance audit and fines.		
D.	26	Security Audit - It is desired the Vendor perform an annual security audit, including a vulnerability assessment. Upon request from the Authority, it is desired the Vendor provides the Authority with reports regarding security testing.		
D.	27	Security Incidents - It is desired the Vendor have a documented security incident policy and procedure. If applicable, the Vendor provides a copy as part of its bid proposal.		
D.	28	Security Breaches - It is desired the Vendor confirm its understanding that the Vendor report any security breach incidents (regardless of severity or loss of actual data) to the Authority within 4 hours.		
D.	29	Confidentiality and Access - The Vendor assures confidentiality of Authority data and have policies and procedures, and processes in place to ensure confidentiality of data. The Vendor will make these documents available to the Authority upon request.		

D.	30	Vendor Employees - It is desired the Vendor periodically provides a list of all employees or contractors who have administrative privileges or can access the data. These employees must submit to and pass State of Illinois background checks if so requested by the Authority.		
D.	31	Personal Information Protection Act - Illinois' Personal Information Protection Act Public Act 94-36 addresses the protection of personal information such as social security numbers, driver's license number, or credit/debit card numbers. The Act sets a policy that all public and private entities must follow in cases in which there is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the data collector. In cases where a breach occurs, notification must be given to the individuals affected immediately after the breach is discovered.		
D.	32	Personally Identifiable Information (PII) - Through the Service Level Agreement, it is desired the Vendor clearly identify measures it takes to assure the confidentiality of Personally Identifiable Information (PII). PII includes the following: Individually identifiable information from or about an individual customer including, but not limited to: (a) a first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; or (i) any other information from or about an individual customer that is combined with (a) through (h) above.		
			Ownership and Transfer / Migration of Data	
D.	33	Ownership of Data - It is desired that the Vendor agree the Authority is the owner of all data maintained on these systems.		
D.	34	Transfer of Data Back to Authority - Prior to completion or termination of the contract, it is desirable the Vendor take all necessary measures to assure that all data maintained in the hosted environment has been migrated back to the Authority in exportable tabular format with a data dictionary.		

D.	35	<p>Destruction of Data at End of Contract or when changing hosting provides - It is desirable after transfer of data back to Authority and / or migration of data to a new or replacement system, the Vendor agrees to clear the State's data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. The following method shall be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed by providing the following information: (1) the serial number of the computer or other surplus electronic data processing equipment; (2) the name of the overwriting software used; and (3) the name, date, and signature of the person performing the overwriting process. If the method above will not prevent retrieval of the electronically stored information, a method such as burning in a pyrolytic furnace or other incinerator or incendiary device, destroying in a dry pulverizing system, shredding, grinding, milling, knurling, disintegration, or degaussing is appropriate and Vendor will be required to certify in writing the method used including the date and time of data destruction.</p>		
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5.3.4. AUTHORITY HOSTED SYSTEM – DESIRABLE:

Section		Authority Hosted System - Desirable		
		(Only Respond for Authority Hosted Systems)	O / C / P / X	Vendor Response
D.	36	Illinois State Standards for Hardware and Software - It is desired the proposed System be compatible with State of Illinois hardware and software standards found at https://www.standards.illinois.gov . State standards for Hardware and Software are hardware and software that the State has deemed to have Life Cycle states of 'Target', 'Proof of Concept', 'Standard', 'Supported', 'Not Supported', 'Legacy' and 'Retired'. Those products can be found at https://www.standards.illinois.gov . Vendor may log into the system by entering 'guestofstate' in the User Name field and 'Illinois' in the password field. For additional system issues, use the email link at the bottom of all pages on the website. Once in the system, click on the 'Products' icon. Select the 'Life Cycle' radio button. From the drop down list select the appropriate item and click the search button at the bottom of the page. The results will be viewed by pages. If the Vendor wishes to see all items at once, Vendor can click on the 'List All' link at the end of the paging section near the bottom of the page. The results can be sorted by any of the column headings.		
D.	37	It is desirable the proposed System supports Microsoft SQL Server 2008 or above as the database management system.		
D.	38	It is desirable the required System run under Windows 2008 Server or above.		
D.	39	It is desirable the System be compatible with Microsoft Windows 7 operating system on the client desktop computers.		
D.	40	It is desirable the System be compatible with Microsoft Office 2010 or above.		
D.	41	It is desirable the System be compatible for integration with Microsoft Exchange Server 2007, SharePoint Server 2010 and Outlook 2010 or above.		
D.	42	It is desired the Vendor will provides a perpetual use software license for the System and the System will not be restricted by any software license keys that may expire and prevent use of the System by the Authority.		

D.	43	In the Vendor Response field, it is desired the Vendor list all software that will run on the Authority's environment. The software list shall specify at a minimum, the name of the software, the version, the platform that the software will run on, if the software is modular and, if so, identify the individual modules and indicate if they are required or optional modules, if the Software is proprietary, open source, or third party and if the Vendor will support the software.		
D.	44	In the Vendor Response field, it is desirable the Vendor provides a detailed explanation of the software licensing requirements of the system in total. This licensing detail must include, at a minimum, an explanation of all of the following that apply: end-user licensing, software module licensing, concurrent user licensing, per-user licensing, per-seat licensing, perpetual per-server licensing, license maintenance, third-party software licensing, and other licensing requirements including necessary database licenses.		
D.	45	It is desirable the Vendor have a defined process for managing changes the Authority has procured. In the Vendor Response field please explain how Vendor manages changes that the Authority has procured in respect to source code management for source code provided by the Vendor and how the changes will be applied to future releases.		
			System Requirements - Miscellaneous	
D.	46	It is desirable the System interface with Active Directory.		
D.	47	Change Management - It is desirable the Vendor have documented change management policy and procedures in place and share them with the Authority upon request.		
D.	48	It is desirable the Vendor have a defined defect tracking procedure. If applicable, the Vendor should explain how the defect tracking process works in the Vendor Response field.		
D.	49	Help Desk - It is desirable the Vendor provides technical support for 24/7/365 for information technology personnel for technical problems with calls received from technical and program staff, not from end users.		
D.	50	Escalation Policy - If selected, it is desirable the Help Desk provides a published escalation policy for problems that cannot be resolved by first-line Help Desk personnel.		
D.	51	Emergency Contact - It is desirable the Emergency contact be available during all non-business hours with a two (2) hour response time seven (7) days a week.		
D.	52	Application Availability: It is desirable that no features or limitations within the System prevent the Authority from running the application in a virtualized server environment.		

			System Requirements - Hardware	
D.	53	In the Vendor Response field, it is desirable the Vendor identify and list the minimum and recommended hardware and software specifications required at the Authority to support the proposed solution. Including minimum client configuration and server configuration for the use of memory, hard drive, and speed.		
D.	54	Hardware Licensing - It is desirable the Vendor provides a detailed explanation of the hardware licensing requirements of the system in total. This licensing detail must include, at a minimum, an explanation of all of the following that apply: end-user licensing, software module licensing, concurrent user licensing, per-user licensing, per-seat licensing, perpetual per-server -licensing, license maintenance, third-party software licensing, and other licensing requirements including necessary database licenses.		
			Capacity and Performance	
D.	55	It is desirable the System be able to support the following minimum user capacities: - For web based components, 150 active web user sessions or concurrent users.		
			Auditing and Security	
D.	56	Audit Trail - It is desirable the System maintain an audit trail of all database transactions (add, change, delete) identifying the individual performing the transaction, the date and the time, and the original data in instances where changes are made.		
D.	57	Audit Report Access - It is desirable the users of the System with appropriate security be able to view and print an audit report to identify any changes to the records, who accessed the record and when the access occurred.		
D.	58	Vendor Employees - It is desirable the Vendor provides a list of all employees or contractors who have administrative privileges or can access the data. These employees must submit to and pass State of Illinois background checks upon request by the Authority.		

D.	59	Personally Identifiable Information (PII) - If Vendor will have access to the state's data, it is desired the Vendor clearly identify measures it takes to assure the confidentiality of Personally Identifiable Information (PII). PII includes the following: Individually identifiable information from or about an individual customer including, but not limited to: (a) a first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; or (i) any other information from or about an individual customer that is combined with (a) through (h) above.		
			Ownership and Transfer / Migration of Data	
D.	60	Ownership of Data - Vendor agrees that the Authority is the owner of all data maintained on these systems.		
D.	61	Migration of Data to Another Vendor - Vendor agrees to provides technical assistance transferring the data to a new or replacement system.		

5.3.5. BASELINE FUNCTIONALITY – DESIRABLE:

Section		Baseline Functionality - Desirable		
		(All Vendors Must Respond)	O / C / P / X	Vendor Response
D.	62	It is desired the System process and manage unlimited number of transactions to meet the demands of an ever changing financial and government environment. The System should have integrated modules for general ledger, purchasing, fixed assets, accounts payable, and functionality to process data from payroll, human resources information systems, and other subsidiary ledger systems.		
D.	63	It is desired the System be flexible enough to manage a new or undefined Authority program.		
D.	64	It is desired the System maintain events, workflows, tickler files and checklists, including the ability to track both the documents and the approval status.		
D.	65	It is desirable the System allows for creating user-defined fields.		
D.	66	It is desirable the System have the ability to scan and attach critical documents and files (e.g. PDF, Excel, images, etc.) to records in the system and open them using the native Windows file application.		
D.	67	It is desirable the System allows unlimited comments to be added to accounts and vendors.		

D.	68	It is desirable the System allows for security groups to be defined by Administrator.		
D.	69	It is desirable the System allows for screen level and field level security as well as by position title, working group, or role.		
D.	70	It is desirable passwords are encrypted in transit and in storage. In the Vendor Response field, please provides any details.		
D.	71	It is desirable the System's graphical user interface is easy to use and consistent, i.e. all screens and views should have a similar look and feel.		
D.	72	It is desirable the System have the ability to download data by field to a delimited file.		
D.	73	It is desirable the Vendor provides a single project manager for the duration of the implementation period.		
D.	74	It is desirable the Vendor host a bi-weekly status meeting for all involved Authority staff until the System is live.		
D.	75	It is desirable the System require users to change their password based on an administrator defined number of days.		
D.	76	It is desirable the System disable user accounts upon specified number of failed login attempts and such events logged. When accounts are disabled, describe how disabled accounts are reset.		
D.	77	It is desirable the System produces Audit trail of before/after data changes.		
D.	78	It is desirable the Vendor will provides a toll-free number for System support. The principal period for System support is from 8:00 AM to 6:00 PM Central, Monday through Friday.		
D.	79	System Availability: It is desirable that no features or limitations within the System will prevent the Authority from having the System available 24 hours per day, 365 days per year, with reasonable downtime to accommodate scheduled maintenance.		
D.	80	It is desirable the Vendor has been developing and/or supporting software of similar scope for at least 1 year. In the Vendor Response field, please specify the number of years.		
D.	81	It is desirable the Vendor supply a detailed project plan with specific tasks, major milestones, implementation dates, roles, responsibilities and deliverables.		
D.	82	It is desirable until the System is live, Vendor must submit weekly status reports to the Authority Project Manager detailing the status of each phase of the project.		
D.	83	It is desirable the System provides any web based or desktop client end-users, on average, a response time of less than 4 seconds.		

D.	84	It is desirable that if a browser is involved, minimum browser requirements be supported (i.e. Internet Explorer 7 or above, Firefox 6.0 or above).		
D.	85	It is desirable the System provides the ability to search transactions on-line in real-time by various elements and document numbers (e.g., voucher number, purchase requisition number, purchase order number, etc.).		
D.	86	It is desirable the System provides the ability to comply with GAAP and GASB statements.		
D.	87	It is desirable the System provides the ability to record following information: Date Fund was established / Purpose of Fund / Source of Revenue / Acceptable uses for Fund / Legal Authority / Date Closed / Fund Type / Fund Group / Fund Description (long description) / Project Number / Loan Number / Grant Number		
D.	88	It is desirable the System have the ability to create recurring entries and/or batches with the ability to edit elements as needed.		
D.	89	It is desirable the System provides the ability to track transaction detail at the point of entry.		
D.	90	It is desirable the System track transaction history from source point of entry through transaction cycles.		
D.	91	It is desirable the System provides ability to attach documents to various elements in the Accounts Payable and General Ledger systems along with comments and dates.		
D.	92	It is desirable the System have the ability to allow for extract of inquiry or report data to various formats (i.e.. CSV / Excel / PDF).		
D.	93	It is desirable the System offers additional optional integrated modules (e.g.. Human Resources, Time Tracking) that will allow the Authority to expand other information management needs in the future.		
D.	94	It is desirable the System includes integrated, flexible user-friendly report writing functionality, available for all requested modules, that does not require a third-party reporting application. Please provides sufficient samples of reports that can be generated by the system.		
D.	95	It is desirable the System includes integrated, flexible user-friendly on-line inquiry functionality, available for all requested modules.		
D.	96	It is desirable, as required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at http://www.dhs.state.il.us/iitaa .		

5.3.6. ACCOUNTS PAYABLE:

Section		Accounts Payable		
		<i>(All Vendors Must Respond)</i>	O / C / P / X	Vendor Response
			1099 Processing - Desirable	
D.	97	System provides the ability to track and report all 1099 form types with appropriate logic to support the forms.		
D.	98	System provides the ability to track and report on all W-9 form types with appropriate logic to support the forms.		
D.	99	System provides the ability to report 1099 amounts by Authority Taxpayer ID, Vendor Number (i.e., SSN, FEIN or TIN).		
D.	100	System provides for purchasing authority restrictions and other security features.		
D.	101	System provides the ability to perform Backup Withholding functionality.		
D.	102	System provides the ability to track payments to multiple 1099 codes.		
D.	103	System provides the ability to produce a 1099 file that fully complies with current and on-going IRS standards by Taxpayer ID.		
D.	104	System provides the ability to maintain 1099 name and address separately from historical payment information and retain it from one year to the next.		
D.	105	System provides the ability to reprint 1099 forms for an individual vendor.		
D.	106	System provides the ability to correct 1099 information in the system, reprint the 1099 form, and produce a correction file.		
D.	107	System provides the ability to appropriately adjust 1099 reportable balances for both on-line and batch/interface payments and payment cancellations.		
D.	108	System provides the ability to automatically identify transactions as 1099 reportable based on the type of expenditure (i.e. contractual services) even if the vendor is not 1099 reportable.		
			Accounts Payable / Billing and Invoicing - Desirable	
D.	109	System have the ability to enter multiple invoice lines per invoice.		
D.	110	System have the ability for a single invoice item to be distributed across multiple Chart of Accounts elements based on a user-defined allocation.		
D.	111	System have the ability for users to define invoice due date.		
D.	112	System have the ability for the user to document communication regarding an invoice and associate it with the specific invoice, including the ability to attach documents or end-user comments.		
			Accounts Payable / General - Desirable	

D.	113	System provides the ability to automatically update the general ledger for payment voucher and payment activities.		
D.	114	System provides the ability to automatically establish recurring payments with an end-date and frequency (user-defined), extension capability, and the ability to modify the Chart of Accounts elements.		
D.	115	System provides the ability to process prepaid expenses and allocation expenses to appropriate accounting period (e.g., advanced payment, travel, etc.).		
D.	116	System provides the ability to generate accrual transactions for goods and services received and not invoiced by period end (month end and year-end).		
D.	117	System provides the ability to associate multiple payment vouchers with a single purchase order.		
D.	118	System provides the ability to automatically generate a unique payment voucher number by department and/or program code, with override capabilities with proper security.		
D.	119	System provides the ability to prevent duplicate payment voucher numbers.		
D.	120	System provides the ability to reset voucher sequence number at any time with proper security.		
D.	121	System provides the ability to have multiple sequence numbers at the same time for voucher based on the year. (Year 2010- document no 123 and Year 2011- document no 456). Maintain both sequences at the same time and issuance would be determined by budget fiscal year.		
D.	122	System provides the ability to assign voucher numbers criteria with proper security.		
D.	123	System provides the ability to assign sequential document numbers that are unique by budget fiscal year for vouchers.		
D.	124	System provides the ability to flag vouchers for additional workflow approval upon entry.		
D.	125	System provides the ability to process invoices and payments from open prior periods and generate the appropriate journal entries to update the general ledger.		
D.	126	System provides the ability to retain voucher number, check number, or ACH ID information and associated mailing address or ACH bank information together.		
D.	127	System provides the ability to maintain an open item file of unpaid vendor invoices and allows inquiry into that file by vendor name, vendor number, invoice number or tax ID number or any Chart of Accounts element.		

D.	128	System provides the ability to maintain, track, and inquiry (online) payment voucher history information by Invoice Number, Vendor Name, Vendor Number, Tax ID (SSN< FEIN), Requisition Number, or Purchase Order .		
D.	129	System has the ability to generate user-defined delinquency notices based upon user-defined aging buckets (for example 30, 60, 90, 120, and greater than 120 days) using the original invoice or transaction date and current system date based on invoice date.		
			Accounts Payable / Payment - Desirable	
D.	130	System can establish an electronic hierarchical approval path for approvals of payment requests based on user defined criteria.		
D.	131	System can manually delete payments and wire transfers based upon a single item or a range of items with proper authorizations.		
D.	132	System can highlight discrepancies in unit price between purchase order, invoice and receiving document.		
D.	133	System provides the ability to highlight discrepancies in quantity between purchase order, invoice and receiving document.		
D.	134	System provides the ability to highlight discrepancies in extended amount between purchase order, invoice and receiving document.		
D.	135	System provides the ability to highlight discrepancies in total amount between purchase order, invoice and receiving document.		
D.	136	System provides the ability to highlight discrepancies between invoice and authorizing documents for non-commodity purchases.		
D.	137	System provides the ability to allow input of invoices/payments where there may be no corresponding purchase order reference.		
			Positive Pay Banking - Desirable	
D.	138	System provides the ability to record non-match paid checks from the bank's check file to the system for inquiry on an exception file.		
D.	139	System provides the ability to transmit check number, dollar amount, payee name, Chart of Accounts accounting information and issue date of checks issued.		
D.	140	System provides the ability to receive and post paid check information, including check number, issue date, status/paid date, paid amount and status of check, based on the bank account number.		
D.	141	System provides the ability to receive electronic payment files from bank and record discrepancies (i.e., differences in dollar amount, status, etc.) in a reconciliation database without updating financial balances (suspense file).		

D.	142	After a mismatch has been identified, it is desirable the System provides the ability to accommodate the subsequent posting of a bank reversal in the reconciliation database and reposts the corrected information to clear the suspense file.		
D.	143	System provides the ability to change the issuance number (i.e., manual check number recorded incorrectly) with proper security.		
D.	144	System provides the ability to allow electronic updates when payment cancellations are confirmed.		
			Accounts Payable / Printing and Handling - Desirable	
D.	145	System provides the ability to Print checks based on multiple sorts (e.g., bank account first, then check Sort, then then vendor number, etc.).		
D.	146	System provides the ability to print checks On Demand (override batch) by authorized users.		
D.	147	System provides the ability to print checks On Schedule/same day.		
D.	148	System provides the ability to print checks Manually (immediate).		
D.	149	System provides the ability to presort by US Post Office Regulations for discount postage.		
D.	150	System provides the ability for authorized users at multiple levels (i.e., Authority, batch, org, etc.) to override the user-defined check printing threshold.		
D.	151	System provides the ability to print on-demand checks for authorized users (exclusive of the normal payment processing cycle) and record in a separate check register, bank file, and control file.		
D.	152	System provides the ability to reprint remittance advices.		
D.	153	System provides the ability to transmit remittance advices electronically (i.e., via e-mail using e-mail address stored in vendor table) for ACH transactions.		
D.	154	System provides the ability to enter "global" informational or reminder comments on remittance advices.		
D.	155	System provides the ability to enter a user-specified payment message on one particular payment voucher and have it print on the remittance advice.		
D.	156	System provides the ability to produce, through secure printers, checks with MICR Encoding.		
D.	157	System provides the ability to produce, through secure printers, checks with Electronic Signatures		
D.	158	System provides the ability to generate replacement checks to replace canceled, stale dated, lost, or voided checks and generate related table updates for the replacement checks.		

D.	159	System provides the ability to designate checks for special handling and specify sort in the printing cycle.		
D.	160	System provides the ability to designate checks for special handling when the source is an electronic file.		
D.	161	System provides the ability to optionally combine payment transactions by vendor across the Chart of Accounts (i.e., fund, Authority, appropriation, and project).		
D.	162	System provides the ability to print checks using blank check stock.		
D.	163	System provides the ability to restart check and remittance advice printing at a user-specified starting point.		
D.	164	System provides the ability to sequentially number and control payments and remittances.		
D.	165	System provides the ability to print 50 multiple vouchers on one check.		
			Accounts Payable / Reporting - Desirable	
D.	166	System provides the ability to distribute reports electronically as well as retain them on-line.		
D.	167	System provides the ability for reporting of check status by any Chart of Accounts field or other user-defined criteria.		
D.	168	System provides the ability to drill-down on selected fields (i.e., By dept./sub-acct/program) to view detailed transactions across functional areas.		
D.	169	System provides the ability to generate, in hardcopy and electronic form, 1099's in the format prescribed by the IRS by Authority Taxpayer Id.		
D.	170	System provides the ability to inquire and report vendor history based on user defined criteria.		
D.	171	System provides the ability to have easy access to payment history information that goes back 4 years.		
D.	172	System provides the ability to view payments and outstanding obligations by vendor.		
D.	173	System provides the ability to track aging of accounts payable.		
D.	174	System provides the ability to maintain, track, and inquire (on-line) payment voucher history information.		
D.	175	System provides the ability to summarize vouchers by predefined fields and/or other Chart of Accounts values.		
D.	176	System provides the ability to access expenditure data by various user-defined criteria including Chart of Accounts and vendor data.		
D.	177	System provides the ability to inquire on-line to obtain current accounts payable status on a voucher or invoice.		
D.	178	System provides the ability to provide search capability for vendor information.		

D.	179	System provides the ability to identify and report on expenditures by any Chart of Accounts element by federal fiscal year, state budget fiscal year, fiscal year, or calendar year.		
D.	180	System provides the ability to produce a listing of all payment vouchers based on user-defined criteria.		
D.	181	System provides the ability to verify tax ID, name, SSN and address with the IRS, possibly by creating a periodic data set for verifications.		
			Accounts Payable / Vendor Maintenance - Desirable	
D.	182	System provides the ability for a unique Vendor ID number.		
D.	183	System has the ability to store Vendor Identification Information for Multiple contacts (Up to 4 contacts per Vendor) : Vendor Code / Vendor Last Name / Vendor First Name / Vendor Company Name / Address1 / Address 2 / Address 3 / City / State / Zip / County / Miscellaneous Vendor / Vendor Description / Phone Number		
D.	184	System has the ability to store Self Certified Minority Vendor Indicator.		
D.	185	System has the ability to store 1099 Vendor Indicator.		
D.	186	System has the ability to maintain multiple user-defined attributes on vendors (e.g.. Small business: controlled by persons who are minority, female, or who have disabilities).		
D.	187	System provides the ability to create user-defined Vendor types (i.e. employee, accounts payable, contract worker).		
D.	188	System provides the ability to pay and track 'one-time' Vendors.		
D.	189	System provides the ability to purge inactive Vendors based upon user-defined parameters with appropriate security.		
D.	190	System provides the ability to deactivate and reactivate Vendors with appropriate security and control.		
D.	191	System provides the ability to record Vendor information by Authority in which users can track organization specific information regarding.		
D.	192	Vendor based upon Department defined security rules.		
D.	193	System has the ability to record Multiple addresses per Vendor.		
D.	194	System has the ability to record Multiple contact names and numbers per Vendor.		
D.	195	System has the ability to record 20 user-definable fields per Vendor.		
D.	196	System provides the ability to capture and retain a tax ID number associated with Vendor.		
D.	197	System provides the ability to record a Vendor as restricted from future use.		

D.	198	System provides the ability to maintain an on-line audit trail of changes made to the Vendor.		
D.	199	System provides the ability for Vendor history to be retained when a Vendor name changes.		
D.	200	System provides the ability to copy a similar Vendor record when creating a new record.		
D.	201	System provides the ability to merge two different Vendor records and their associated history.		
D.	202	System provides the ability for a unique Vendor Number that is, at a minimum, 6 characters in length.		
D.	203	System provides the ability to check for duplicate Vendors based on user-defined criteria (e.g., key personnel, alphabetic similarity, phonetic similarity, phone number, postal code, etc.).		
D.	204	System provides the ability to restrict access to add, delete or modify Vendor information by users.		
D.	205	System provides the ability to track additions, changes, and deletions to the Vendor file with an audit trail.		
D.	206	System provides the ability to provide both detail and summary level audit trail.		
D.	207	System provides the ability to archive inactive accounts, based on user-defined criteria.		
D.	208	System provides the ability for multiple user-defined classifications types per Vendor.		
D.	209	System provides the ability for Vendor look-up capabilities by tax id FEID.		
D.	210	System provides the ability to flag (warn) when adding a vendor that a duplicate vendor exist for a FEID.		
D.	211	System has the ability to store vendor State tax lien status.		
D.	212	System has the ability to track Disadvantaged, MBE/WBE, Veteran, and Disabled participation in programs		

5.3.7. GENERAL LEDGER:

Section		General Ledger		
		(All Vendors Must Respond)	O / C / P / X	Vendor Response
		Bonds and Notes Payable		
D.	213	System provides the ability to amortize bond premium/discount, cost of issuance.		
D.	214	System provides the ability to maintain bond debt service schedules.		
D.	215	System provides the ability to maintain bond information (ex. Rates, trustee, ratings, etc.).		
		Budgetary Controls		

D.	216	System provides that general ledger budgetary control be fully integrated with all relevant modules to ensure that all transactions using or affecting budget (appropriation. Org, grant, project) authority are validated online, real-time against up-to-date budget totals based on established budgetary controls.		
D.	217	System provides the ability to separately track original budget, budget adjustment, and budget transfer line items for each appropriation.		
D.	218	System provides the ability to exercise multi-year program/grant budgetary control.		
D.	219	System provides the ability to carry forward program/grant balances to the next period, based on user-defined criteria.		
D.	220	System provides the ability to roll-up budget details to a user-defined summary level (ex. By fiscal year vs.. Program period).		
D.	221	System provides the ability to distribute the adopted budget (summary level) and budget adjustments to detail Chart of Accounts element levels.		
D.	222	System provides the ability to edit all transactions to ensure that program/grant budget is available before posting the transaction.		
D.	223	System provides the ability to exercise appropriation budgetary fund control by Department and Fund and/or Department and Major Object.		
D.	224	System provides the ability to "Override Budgetary Control" override the fund control error with appropriate security and process the transaction, can be transmitted to the next approval stage.		
D.	225	System provides the ability to exercise "Warning Budgetary Control"-provides warning message (transaction will exceed available budget do you want to process anyway?) but allows transaction to process and be transmitted to the next approval stage.		
D.	226	System provides the ability to set appropriation control option (i.e., absolute, override, warning, no control).		
D.	227	System provides the ability to provide an on-line inquiry screen that displays original appropriation budget, budget adjustments, budget on-line inquiry of Budget and Spending against budget.		
D.	228	System provides the ability to drill-down from the appropriation budget error message to the budget inquiry screen and automatically retrieve budget data.		
			Chart of Accounts Design	
D.	229	System provides the ability to permit authorized users to establish and maintain Chart of Accounts elements.		

D.	230	System provides functionality to copy or create new Chart of Accounts elements by authorized users.		
D.	231	System provides the ability to record transactions at all levels of the Chart of Accounts.		
D.	232	System provides the ability to accumulate activity at user-defined levels of the Chart of Accounts.		
D.	233	System provides the ability to activate or inactivate Chart of Accounts elements based on security level.		
D.	234	System provides the ability to permit users to group Chart of Accounts elements into multiple reporting hierarchies.		
D.	235	System provides the ability to add or delete Chart of Accounts elements (at all levels).		
D.	236	System provides the ability to validate transactions based on Chart of Accounts elements.		
D.	237	System has the ability to provides a hierarchical structure that groups projects, programs, grants, or cost centers.		
D.	238	System provides the ability to record revenues by user-defined criteria.		
D.	239	System provides the ability to monitor revenues against budget and program levels.		
D.	240	System has the ability to provide short and long name descriptions for Chart of Account elements.		
D.	241	System provides the ability to have multiple ledgers that are able to be updated simultaneously.		
D.	242	System provides the ability for the Chart of Accounts elements to support grant accounting.		
D.	243	System provides the ability to track program numbers in GL for reporting purposes.		
D.	244	System provides the ability to customize chart of account elements by Authority specific reporting elements and accounting periods.		
			Closing	
D.	245	System provides the ability to perform period-end closings (e.g., monthly) with proper security.		
D.	246	System provides the ability to maintain multiple years (budget and accounting) and periods concurrently, which allows users to post transactions for a new (budget and accounting) year prior to closing the previous budget and accounting year.		
D.	247	System has the ability to permit authorized users to define closing periods and the period closing dates.		
D.	248	System has the ability to provide access to at least 4 years of complete financial information in detail format on-line.		
D.	249	System provides the ability to generate automatic reversals of accrual transactions.		

			Fund Accounting	
D.	250	System has the ability to provide all procedural functions of a fund accounting system in conformity with GASB.		
D.	251	System provides the ability to balance inter-fund receivable, payable, and operating transfer accounts by fund and maintain the appropriate audit trail.		
D.	252	System provides the ability to support reconciliation of general ledger fund cash balances with Authority fund cash balances.		
D.	253	System provides the ability to perform an available cash edit by fund, project, grant, program, activity or group of Funds.		
D.	254	System provides the ability to capture Interest bearing and not interest bearing indicator.		
D.	255	System provides the ability to control appropriations (amount available) based upon revenue received as necessary.		
D.	256	System provides the ability to modify budgets (transfer budget) within the system with proper authority.		
D.	257	System provides the ability to create accounting transactions based on the budgetary fund type.		
D.	258	System provides the ability to establish a control fund for each budgetary fund type.		
D.	259	System provides the ability to edit and process based on available cash by Fund, project, grant, program, activity or group of Funds.		
D.	260	System provides the ability to set up and maintain appropriations over multiple years with multiple levels of spending control.		
			General	
D.	261	System has the ability to import detail and summary data from various sub ledger systems (i.e.. Multifamily Loan Accounts Receivable System).		
D.	262	System provides the ability to identify General Ledger accounts by "account type," (asset, liability, fund equity, revenue, expenditure, etc.) on all transactions.		
D.	263	System currently has the ability to import and store loan number and other potential user-defined fields for transactions imported from sub ledger systems.		
D.	264	System has the ability to provide control by updating the general ledger and all subsidiary ledgers from the same transaction source.		
D.	265	System provides the ability to group or un-group Chart of Accounts elements for reporting purposes.		
D.	266	System provides the ability to perform accrual, cash, budgetary and modified accrual accounting.		
D.	267	System has the ability to provide integrated system for cash management and Payroll.		
			Inquiry and Reporting	

D.	268	System provides the ability to report on all detailed data for up to 4 years to meet legislative and management reporting needs both on a standard and ad-hoc reporting basis.		
D.	269	System provides the ability to summarize individual line-item accounts into meaningful groups of accounts for use in financial reporting, based on user-defined criteria.		
D.	270	System provides the ability to report budget, actual revenues, and actual expenditures by user defined period using any of the Chart of Accounts elements.		
D.	271	System provides the ability to produce Statement of Cash flows-Proprietary Funds; (Direct Method & Indirect Method).		
D.	272	System provides the ability to filter, search, and report month-to-date and year-to-date budget, estimated revenue, expenditures, revenue, by any elements of the Chart of Accounts structure.		
D.	273	System has the ability to provides fund transfer reports, such as inter-fund receivables, inter-fund payables, and inter-fund transfers, that display month and year-to-date transfer information.		
D.	274	System provides the ability to produce financial reports based upon user-defined criteria (e.g., transaction date ranges to produce monthly, quarterly, and yearly reports) for each unique fund, fund class, fund category, fund type, and fund group. Please provide a portfolio of existing reports and potential financial statements that can be produced by the end users.		
D.	275	System provides the ability to create management reports every month, including Executive Summaries.		
D.	276	System provides the ability to produce a report supporting periodic forecasting.		
D.	277	System provides the ability to produce reports supporting budget preparation/creation.		
D.	278	System provides the ability to report on direct and indirect costs for Overhead Allocation Plan reporting purposes.		
			Journal Entry	
D.	279	System has the ability to setup recurring journal entries.		
D.	280	System provides the ability to enter journal transactions on-line or in batches.		
D.	281	System provides that default journal entry auto assigns journal batch id number and system date with ability to override default values.		
D.	282	System provides the ability to electronically attach or reference multiple supporting documents to the journal entry. In addition to printing the journal entry, the user should also be able to print attached documents.		

D.	283	System provides the ability to automatically generate and assign document control numbers for all system generated documents and transactions.		
D.	284	System has the ability to permit users to cancel or delete transactions, with audit trail.		
D.	285	System provides the ability to process batch files during the day without closing out other users from on-line transaction processing.		
D.	286	System has the ability to provide on-line validation and editing for error identification and correction before actual posting occurs.		
D.	287	System has the ability to print a copy of approved journal vouchers and/or internal vouchers or export information.		
D.	288	System has the ability to provides for the automatic reversal of specified journal entries using a system generated date.		
D.	289	System has the ability to provides users the ability to select summary or detailed posting of transactions to the general ledger from subsidiary ledgers/modules within the system.		
D.	290	System has the ability to provides for users to save journal entries that have not yet been posted or cleared of all on-line validation errors.		
D.	291	System provides the ability to allow entries for multiple programs and funds under one journal.		
D.	292	System provides the ability to prevent journals from being processed against inactive accounts or periods.		
D.	293	System provides the ability for on-line approval of journal entries.		
D.	294	System provides the ability to maintain, modify and re-submit rejected journals on-line.		
D.	295	System provides the ability to establish control accounts to maintain a balance between various systems (GL, AP, AR, etc.).		
D.	296	System provides the ability to make mass changes to journals entries.		

5.3.8. FIXED ASSETS MANAGEMENT:

Section		Fixed Assets Management		
		(All Vendors Must Respond)	O / C / P / X	Vendor Response
D.	297	System should integrate with Accounts Payable and Purchasing.		
D.	298	System should provides the ability to maintain different categories of assets (ex. Equipment, computer, software)		
D.	299	System should provides the ability to use varying asset life lengths for calculations of straight line depreciation		
D.	300	System should provide the ability to automatically calculate monthly depreciation and retirement entries.		

D.	301	System should reject depreciating an asset's value below zero.		
D.	302	System should allow a depreciation life changed for a group or asset and re-calculate depreciation		
D.	303	System should provide memo area to store a long description of asset		
D.	304	System should provides a report of assets by program and type which should include original cost, book value, accumulated depreciation, monthly depreciation		
D.	305	System should provides a report on future estimates of monthly and yearly depreciation for each program and type of asset		

5.3.9. PURCHASING:

Section		Purchasing		
		(All Vendors Must Respond)	O / C / P / X	Vendor Response
			Commodity	
D.	306	System provide the ability to support the use of various commodity codes.		
D.	307	System provides the ability for authorized users to document additional commodity specifications and/or comments, and attach multiple levels.		
D.	308	System provides the ability for authorized user to add and associate key words in addition to the search strings within the commodity file.		
D.	309	System provides the ability to select a commodity and display all vendors that have registered or are on contract for that commodity.		
D.	310	System provides the ability to select a commodity and display vendor and price information from previous purchases if no contract is in existence for that commodity.		
D.	311	System provides the ability for the commodity code field to be a variable-length field that accommodates alphanumeric characters, with manual and automatic assignment capabilities.		
D.	312	System provides the ability for the commodity file to accommodate user defined fields.		
D.	313	System provides the ability to add, change, deactivate commodity file records.		
D.	314	System provides the ability to maintain an on-line audit trail of changes to the commodity master file.		
			Purchase Order	
D.	315	System provides the ability to have multiple line items per purchase order with one or multiple delivery schedules per line printed on purchase order.		
D.	316	System provides the ability to create purchase orders from requisitions, solicitations, and contracts.		

D.	317	System provides the ability to copy an existing PO, edit, and save with a new PO transaction.		
D.	318	System provides the ability to select requisition lines to carry forward to the PO being generated.		
D.	319	System provides the ability to create a purchase order with line items from single or multiple purchase requisitions, solicitations, and/or contracts.		
D.	320	System provides the ability to add additional lines to an existing PO.		
D.	321	System provides the ability to trigger required workflow for approvals.		
D.	322	System provides the ability to generate a purchase order without first processing a purchase requisition.		
D.	323	System provides the ability for Authority defined and maintained purchase rules, edit checks, and validations at the order level.		
D.	324	System provides the ability to allow entry of payment terms other than the vendor's standard payment term on the purchase order.		
D.	325	System provides the ability for purchasing agent/buyer to attach files.		
D.	326	System provides the ability for purchasing agent/buyer to look-up PO by searchable fields.		
D.	327	System provides the ability to support a matching process including: Purchase order, invoice, and packing slip.		
D.	328	System provides the ability to close/cancel or adjust a purchase order without receiving merchandise and add comments for adjustments.		
D.	329	System provides the ability to flag duplicate purchase order numbers and allow override by authorized users.		
D.	330	System should provides the ability for automatic assignment of a unique purchase order number through the system.		
D.	331	System provides the ability to differentiate purchase orders for service, commodity and IT.		
D.	332	System provides the ability to retrieve default vendor information when creating purchase orders.		
D.	333	System provides the ability to provides an audit trail of purchase orders to the corresponding purchase requisitions, solicitation, contracts, asset, inventory items, receipts, invoices, and vouchers with the forward and backward tracking.		
D.	334	System provides the ability to flag a purchase as a fixed asset.		

D.	335	System provides the ability to issue purchase order "change orders" and transmit the new/changed purchase order to the vendor/initiating Authority in the same process as the original purchase order.		
D.	336	System provides the ability to use workflow approvals of purchase orders and change orders.		
D.	337	System provides the ability to maintain an audit trail of all purchase order changes, including the operator, date, time stamp and who initiated and approved the change.		
			General	
D.	338	System provides the ability to support various methods of procurement (i.e.. Requests for proposals (RFP) , sole source, as defined by the Authority).		
D.	339	System provides the ability to create and maintain information relating to Solicitations, award notification, contract, etc.		
D.	340	System provides the ability to log date, time and approver for each level of approval as it occurs.		
D.	341	System provides the ability to notify approvers when a transaction is waiting for approval.		
D.	342	System provides the ability to integrate workflow with email and to allow for approvals to occur from within the system or from within email with direct data updates to the system.		
D.	343	System should provides the ability for approval notification to the creator when final approval is received.		
D.	344	System provides the ability to establish repetitive transactions and transaction templates.		
D.	345	System provides the ability to prompt a purchasing agent/buyer of contract expirations.		
D.	346	System provides the ability to copy one or multiple lines of field values to the next/subsequent line(s) with edit capabilities.		
D.	347	System provides the ability to define and set up business rules to stipulate dollar limits, validation and approvals by procurement method.		
D.	348	System provides the ability to prevent redundant data entry by providing full integration between all application components.		
D.	349	System provides the ability to maintain a detailed history of all purchasing activity.		
D.	350	System provides the ability for purchasing history to be available both online and printable.		
D.	351	System provides the ability to default vendor data from the vendor master file.		
D.	352	System provides the ability to validate the vendor is registered to do business in Illinois with the Secretary of State.		

D.	353	System provides the ability to validate the license status of a vendor with the State's Licensing systems (i.e.. State board public contractors)		
D.	354	System provides the ability to interface with the federal and state debarment and suspension databases to ensure that these are checked prior to the State issuing of a contract/PO with the vendor.		
D.	355	System provides the ability to capitalize assets based upon a user-specified criteria, including amount threshold by asset type.		
D.	356	System provides the ability to report open or closed purchase order reports with summary and details.		
D.	357	System provides the ability to report all purchases flagged as fixed or depreciated assets.		
D.	358	System provides the ability to record the receipt of goods and services with an update to the purchase order status.		
D.	359	System provides the ability to accept, process, and report/inquire on over and under receipts.		
D.	360	System provides the ability to capture receipt information (i.e. Date received, receiver name/department, quantity, purchase order number).		
D.	361	System provides the ability for agencies to define purchase requisition requestors.		
D.	362	System provides the ability to control the items requestors can order.		
D.	363	System should provides the ability for users to see the available balance on contracts as they are creating a requisition to order from a contract.		
D.	364	System provides the ability for users to see the available balance on contracts as they are creating a requisition to order from a contract.		
D.	365	System provides the ability for assignment of a unique purchase requisition number through system-generated means.		
D.	366	System provides the ability to copy existing (including canceled) requisition, edit, and save with a new requisition id.		
D.	367	System provides the ability to support the establishment of requisition templates.		
D.	368	System provides the ability to generate a requisition to renew a contract before the contract expires.		
D.	369	System provides the ability to send notification to the purchasing agent/buyer informing them that a requisition has been generated and is pending their action.		
D.	370	System provides the ability to mandate required information be entered on requisitions.		

D.	371	System provides the ability to perform the following functions on purchase requests: inquiry, add, change, and cancel at the line and document level.		
D.	372	System provides the ability to attach files in various formats to the entire requisition or individual line items.		
D.	373	System provides the ability to view or print the purchase requisition at any time.		
D.	374	System provides the ability to cross-reference purchase requisitions to the invitation to bid, purchase order, contract, asset, receiving report, order number, and invoice.		
D.	375	System provides the ability to provides an audit trail from requisition to payment with forward and backward tracking.		
D.	376	System provides the ability for purchase requisition to support multiple account codes for allocation.		
D.	377	System provides the ability to allocate expenditures by percent of total purchase, by dollar amount, or quantity.		

5.3.10. SOFTWARE ARCHITECTURE – DESIRABLE:

Section		Software Architecture - Desirable		
		(All Vendors Must Respond)	O / C / P / X	Vendor Response
D.	378	System appropriately handles database record locking when multiple users, including batch processing, attempt to access or update the same record. Please describe as necessary.		
D.	379	Orphaned data is not created by your software should a transaction fail.		
D.	380	A minimal but fully functional test environment(s) be configured and provided at no additional cost in order to provides an area for Authority testing and training		
D.	381	Application provides a record archive mechanism with end user configurable parameters.		
D.	382	Application allows for creating user-defined fields and screens.		
D.	383	Application provides document imaging features, or provides a link to document imaging software to achieve a paperless process.		

5.3.11. DOCUMENTATION, TRAINING AND SUPPORT – DESIRABLE:

Section		Documentation, Training and Support – Desirable		
		(All Vendors Must Respond)	O / C / P / X	Vendor Response
D.	384	Vendor provides a complete and accurate Data Dictionary.		

D.	385	Vendor provides a complete Data Flow Diagram of software application.		
D.	386	Vendor will supply application source code.		
D.	387	Vendor will escrow application source code and ensure source code in escrow is maintained and up-to-date. Authority shall have the right to verify the code in escrow at any time.		
D.	388	Vendor provides a cumulative update of the application in an annual release (at minimum). Please describe release procedure.		

5.4. MILESTONES AND DELIVERABLES:

Vendor shall begin software implementation project as soon as possible after contract execution. The Authority seeks to begin using the General Ledger, Accounts Payable, Fixed Assets and Purchasing modules of the proposed solution in a parallel test environment in sufficient time to allow successful parallel testing and production use of the system for the Authority's next fiscal year starting July 1, 2013. Vendor shall provide a projected timetable for complete implementation of the software application. The projected timetable should include the following potential milestones:

- Within 14 days of contract execution, the vendor will provide a draft project plan to the Authority
- Acceptance of the final detailed project plan
- Delivery and acceptance of the Test environment
- User acceptance testing begins
- Acceptance that the Testing environment meets the Authority needs
- Administrative and End User testing is completed.
- Deployment of the production environment for parallel testing.
- Acceptance of the production environment after successful parallel testing over at least one full month of processing cycle, including month end close.
- Acceptance of all documentation including, but not limited to, designs, training materials, etc.

5.5. REPORTING, STATUS AND MONITORING:

At the Authority's option the Parties will work together to monitor performance during the contract and any warranty term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may also record matters related to price, service, quality and other factors deemed important.

Vendor shall cooperate with the Authority in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the Authority.

5.6. VENDOR AND STAFF REQUIREMENTS:

Provide resumes for all known participating professional staff and/or position descriptions if hiring to meet the demands of this RFP. Please provide additional Organizational Information demonstrating the qualifications of your agency/firm for performing the work required to meet the demands of this RFP. Please include an organizational history and a statement of financial solvency.

5.7. REFERENCES:

You must provide three references from established private firms or government agencies, other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the supplies or services provided. You must attach your references with the responsibility forms.

5.8. WHERE SERVICES ARE TO BE PERFORMED:

5.8.1. WORK LOCATION DISCLOSURE:

Vendor shall disclose in Section 6.10 the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

5.9. OTHER SPECIFICATIONS:

As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/itaa>.

5.10.TERM OF CONTRACT:

Approximate start and end dates for the contract initial term are as follows: Two (2) years from date of execution.

Early Termination: The Authority reserves the right to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, the Authority shall pay Vendor for services satisfactorily performed and for authorized expenses incurred up to the time of termination.

5.11.FORM OF CONTRACT:

The Authority reserves the right to use its own form of contract with terms similar to the sample contract attached to this RFP.

5.12.RENEWAL:

The resulting Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. However, the Contract may not renew automatically, nor may the Contract renew solely at the Vendor's option. The Authority at its sole option may renew this contract for up to 4 additional two-year terms.

The Authority reserves the right to renew for a total of 8 years in one of the following manners:

- One renewal covering the entire renewal allowance,
- Individual one-year renewals up to and including the entire renewal allowance, or
- Any combination of full or partial-year renewals up to and including the entire renewal allowance.

End of Instructions

SECTION 6. - FORMS (TO BE SUBMITTED WITH OFFER)

We have identified various information we need in order to determine if you are eligible to contract with the Authority and can be considered a "Responsible" Vendor.

You will need to review each of the forms, fill in all relevant blanks, sign where needed, and provide any requested information.

- Offer to the Authority
- Business and Directory Information Form
- Disclosures and Conflicts of Interest Form
- Subcontractors Form
- Minority, Female, Person with Disability Status and Subcontracting Form
- Political Contributions Form
- Taxpayer Identification Form
- Price and Compensation Form
- Discounts Form (if applicable)
- Work Location Disclosure Form
- Disclosures and Conflict Form

Attach references, if required

You must include all of this as part of your Offer or risk disqualification.

6.1. OFFER TO THE AUTHORITY

SOLICITATION TITLE / REFERENCE #: IHDA Accounting Software / 2012-HDA-IT-018

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the Authority that the Authority may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

Offeror hereby certifies that no person or entity representing their offer has retained a person or entity to attempt to influence the outcome of a procurement decision made under the Illinois Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty a business offense and shall be fined.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

<p>6.1.1. SOLICITATION AND CONTRACT REVIEW:</p> <p>Vendor has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, provided any requested information, and signed on the space(s) provided.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6.1.2. AMENDMENTS:</p> <p>Vendor has acknowledged receipt of any and all amendments to the solicitation and has taken those into account in making this Offer.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
<p>6.1.3. VENDOR CONFERENCE:</p> <p>Vendor attended the Vendor Conference if attendance was mandatory.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
<p>6.1.4. BID SUBMISSION:</p> <p>Vendor has submitted the correct number of copies, in a properly labeled container, to the correct location, and by the due date and time.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Electronic copies, if required. For RFP's include separate disks for technical and pricing, with pricing disk sealed in pricing envelope.</p>
<p>6.1.5. BOND:</p> <p>Vendor has submitted its Bid Bond or Performance Bond.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
<p>6.1.6. CONTRACT SIGNATURE:</p> <p>Vendor has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6.1.7. SUBCONTRACTING:</p> <p>Vendor has indicated if subcontractors will be used and provided all requested information.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>

6.1.8. LOCATION OF PERFORMANCE:

Vendor has provided the location and known or anticipated value of services to be performed.

☐ Yes ☐ No

6.1.9. SMALL BUSINESS SET-ASIDE:

Vendor has registered and been qualified as a small business in the Small Business Set-Aside Program at the time Offers are due.

☐ Yes ☐ No ☐ N/A, not a Small Business

6.1.10. REFERENCES:

Vendor has enclosed references and all pertinent contact information for the references.

☐ Yes ☐ No ☐ N/A

6.1.11. PRICING:

Vendor has completed the PRICE AND COMPENSATION FORM.

☐ Yes ☐ No

6.1.12. STANDARD CERTIFICATIONS:

Vendor has read the Standard Certifications and certifies that the Vendor is in compliance with the section and each subsection.

☐ Yes ☐ No

6.1.13. DISCLOSURES AND CONFLICTS OF INTEREST:

Vendor has read Disclosures and Conflicts of Interest and fully disclosed all requested information. Vendor has signed the DISCLOSURES AND CONFLICTS OF INTEREST FORM.

☐ Yes ☐ No

6.1.14. MINORITY, FEMALE, PERSON WITH DISABILITY:

Vendor has completed the MINORITY, FEMALE, PERSON WITH DISABILITY FORM.

☐ Yes ☐ No ☐ N/A

6.1.15. POLITICAL CONTRIBUTIONS:

Vendor has checked the appropriate checkbox in the POLITICAL CONTRIBUTIONS FORM (Section 6.6). Specifically, if the Vendor's proposal in response to this RFP will total more than \$50,000, then the Vendor MUST register with the State Board of Elections, must select the checkbox in the POLITICAL CONTRIBUTIONS FORM (Section 6.6) to indicate vendor has registered and must **attach a copy** of the official certificate of registration as issued by the State Board of Elections. Registration with the State Board of Elections is a simple online registration process without a fee.

☐ Yes ☐ No

6.1.16. STATE BOARD OF ELECTIONS CERTIFICATE:

Vendor has enclosed the most recent copy of the State Board of Election's Certificate of Registration.

☐ Yes ☐ No

For additional information, please see the Business Entity Registration for Procurement to register

(<https://berep.elections.il.gov/>) and please visit this website

(<http://www.elections.il.gov/BusinessRegistration/BusinessRegistrationFAQ.aspx>) for a Frequently Asked Questions on State Board of Elections Certificate for registering.

6.1.17. EVIDENCE OF AUTHORIZATION TO DO OR TRANSACT BUSINESS IN ILLINOIS:

Vendor has included evidence that it existed as a legal entity and was authorized to do business in Illinois at the time the Bid was submitted. (ex. Certificate of Good Standing from the Secretary of State). For more information please visit this website (http://www.cyberdriveillinois.com/departments/business_services/corp.html).

☐ Yes ☐ No

6.1.18. TAXPAYER IDENTIFICATION NUMBER:

Vendor has completed the TAXPAYER IDENTIFICATION NUMBER FORM.

☐ Yes ☐ No

6.1.19. PUBLIC CONTRACT NUMBER:

Vendor has provided its Department of Human Right's Public Contract Number in the BUSINESS AND INFORMATION FORM.

☐ Yes ☐ No

6.1.20. PROTESTS AND NEGOTIATIONS:

If we (Vendor) are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

☐ Yes ☐ No

6.1.21. EXCEPTIONS:

In preparing the Bid, Vendor has taken (check one box below):

Exceptions must be provided on Authority's Contract Terms and Exceptions Form or must be in a substantially similar format. Authority discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor's bid.

☐ No Exceptions

☐ Exceptions to the State's language or requirements

Details of the exceptions are shown (check one)

_____ in the text of each section of the Offer

_____ on a separate labeled attachment

6.1.22. REQUEST FOR CONFIDENTIAL TREATMENT:

Vendor has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State or the Authority harmless for any costs or damages arising out of the State or the Authority agreeing to withhold the materials based on Vendor's request.

If Vendor is seeking confidential treatment for portions of this Bid, then Vendor shall supply, as an attachment to this bid, a listing of the provisions identified by section number for which it seeks confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. Vendor has included a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure.

☐ No, Vendor is not requesting confidential treatment for this Bid

☐ Yes, Vendor is seeking confidential treatment for portions of this Bid. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. We have supplied an additional copy of the Offer with confidential information deleted.

6.1.23. PREFERENCES:

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

Does Vendor make any claims for preferences?

If so, please mark the applicable preference(s) and including the listing of the items that qualify for the preference at the end of this section. Authority reserves the right to determine whether the preference indicated applies to Vendor.

- ☐ Resident Bidder (30 ILCS 500/45-10)
- ☐ Recycled Materials (30 ILCS 500/45-20)
- ☐ Recycled Paper (30 ILCS 500/45-25)
- ☐ Environmentally Preferable Supplies (30 ILCS 500/45-26)
- ☐ 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 500/45-60)
- ☐ Public Purchases in Other State (30 ILCS 520)
- ☐ Illinois Mined Coal Act (30 ILCS 555)
- ☐ Steel Products Procurement (30 ILCS 565)
- ☐ Veteran's Preference (330 ILCS 55)
- ☐ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)
- ☐ Procurement of Domestic Products (30 ILCS 517)
- ☐ Bio-based Products (30 ILCS 500/45-75)

Items qualifying for preferences:

6.1.24. VENDOR CONTACT PERSON FORM:

The contact person for purposes of responding to any questions the Authority may have is:

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

(Vendor name and DBA)

(Signature of party authorized to bind the named Vendor)

Printed Name

Title

Address

Phone _____ Fax _____

E-mail

6.2. BUSINESS AND INFORMATION FORM:

(a) Name of Business (Official Name and D/B/A)

(b) Business Headquarters (include Address, Telephone and Facsimile)

(c) If a Division or Subsidiary of another organization provide the name and address of the parent

(d) Billing Address

(e) Name of Chief Executive Officer

(f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)

(g) Company Web Site

(h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)

(i) Length of Time in Business

(j) Annual Sales (for most recently completed Fiscal Year)

(k) Number of Full-Time Employees (average from most recent Fiscal Year)

(l) Type of and description of business

(m) State of incorporation, state of formation or state of organization

(n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation.

(o) Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) 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), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # or attach proof of application.

6.3. DISCLOSURES AND CONFLICTS OF INTEREST FORM:

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k ☐, 20f ☐, or 40f ☐.

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %

>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) _____

Name: _____

Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(i) Compensated employment, currently or in the previous 3 years, 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 ☐

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years 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 ☐

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary

of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

☐ No Conflicts Of Interest

☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity: Yes ☐ No ☐

Professional licensure discipline: Yes ☐ No ☐

Bankruptcies: Yes ☐ No ☐

Adverse civil judgments and administrative findings: Yes ☐ No ☐

Criminal felony convictions: Yes ☐ No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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:

- i. 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
- ii. 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.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

- ☐ 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:

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of:

(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

6.4. SUBCONTRACTORS FORM:

Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify below the names and addresses of all subcontractors you will be entering into a contractual agreement with a total value of \$25,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, subcontractors are those specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

Subcontractor Name: _____ Amount to be paid: _____

Address : _____ Description of work: _____

Subcontractor Name _____ Amount to be paid _____

Address : _____ Description of work: _____

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

6.5. MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS AND SUBCONTRACTING FORM:

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

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of 20 % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Authority will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

The Authority has set a goal to utilize vendors that have been certified as owned and controlled by persons who are minority, female or who have disabilities under the Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575). The Authority hopes to achieve the statewide goal of awarding twenty percent of the award to certified vendors within the Illinois Business Enterprise Program.

Vendors need not subcontract with a Certified Vendor in order to be considered under this RFP. Notwithstanding, for those vendors who have attempted to partner with a Certified Vendor but have been unable due to a lack of availability, the vendor should simply note its "good faith efforts" as provided for in the RFP. For those vendors who seek to fill roles that do not have a direct subcontracting opportunity, they should so note in their response to the RFP. If no certified BEP vendors respond to this contract or if certified BEP vendors are not deemed qualified to perform the services, the Authority reserves the right to award the contract to non-BEP certified vendors.

Following are guidelines for the Vendor's response in 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 certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the 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 certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Authority.

An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Authority may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Authority in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**

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 subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

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 Authority deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:

1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.

- 2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - (a) 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 Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (b) 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 of or a regular dealer in the materials and supplies, provided that the fee is determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor 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.
 - (c) 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 Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - (a) 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 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 Authority 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.
 - (b) A 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 in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Authority shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.
- 7) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately 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.

Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Authority will consider the quality, quantity, and intensity of the Vendor's efforts.

- 1) The following is a list of types of action that the Authority will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Authority may be relevant in appropriate cases.
 - (a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all 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 certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested 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.

(b) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

(c) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

(d) Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of 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 certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

(e) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The 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 in the Vendor's efforts to meet the goal.

(f) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Authority, the Vendor or to perform the scope of work.

(g) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) 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 certified vendors.

2) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

3) If the Authority determines that the Vendor has made good faith efforts to meet the goal, the Authority will award the contract provided that the Vendor is otherwise eligible for award.

If the Authority determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.

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. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

1) The Utilization Plan may not be amended without the Authority's prior written approval.

2) 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 Authority. Unauthorized changes or substitutions, including performing the work designated for a 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 certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

3) Substitutions of a certified vendor shall be permitted under the following circumstances:

- (a) Unavailability after receipt of reasonable notice to proceed;
- (b) Failure of performance;
- (c) Financial incapacity;
- (d) Refusal by the certified vendor to honor the bid or proposal price or scope;
- (e) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- (f) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
- (g) The certified vendor's withdrawal of its bid or proposal; or
- (h) Decertification of the certified vendor.

- 4) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Authority in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Authority will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 5) Where the Vendor has established the basis for the substitution to the Authority's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 6) 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 Authority to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 7) A new subcontract must be executed and submitted to the Authority within 5 business days of the Vendor's receipt of the Authority's approval for the substitution or other change.
- 8) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 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 Authority to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Authority 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 a certified vendor and final payment to the 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 vendor under the contract.
- 9) The Authority 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 certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Authority to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 10) The Authority 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 on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within the offer container.

_____ (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for . We understand that compliance with this section is an essential part of this contract and 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 of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

_____ (the Vendor) makes the following assurance and agrees to include the assurance in each subcontract 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 Authority deems appropriate.

Vendor's person responsible for compliance:

Name: _____

Title: _____

Telephone: (____) _____ extension _____

Email: _____

We submit one (1) of the following statements:

- ☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- ☐ We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of _____% through subcontracting.
- ☐ We attach Section I to detail that we do not fully meet the BEP utilization goal. We also attach Section II, Demonstration of Good Faith Efforts.

Section I
Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

At the time of submission, the above certified vendor is:

- ☐ Certified with the CMS Business Enterprise Program (BEP)
☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)
☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

- 3) The total estimated cost to the state for this contract is \$_____.
The portion of the contract which will be subcontracted to this certified vendor is \$_____, or % _____ of the total cost of the contract.

- 4) A notarized signed letter of intent between _____ (the Vendor) and _____ (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

- 5) A joint venture agreement is not required, as the arrangement between _____ and _____ is that of contractor/sub-contractor and not a joint venture.
or,
A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

- 6) The Vendor has not prohibited or otherwise limited (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Authority may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section II

Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

If the BEP subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by CMS). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion.** The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

Section II A

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each 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 written explanation.

_____ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.

_____ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

_____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

_____ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

_____ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

_____ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log for Soliciting

BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive Offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Authority.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Authority. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name: _____ Project/Solicitation Number: _____

Name of Prime Vendor: _____

Address: _____

Street

City

State

Zip Code

Telephone: (____) _____ Fax: (____) _____ Email: _____

Name of Certified Vendor: _____

Address: _____

Street

City

State

Zip Code

Telephone: (____) _____ Fax: (____) _____ Email: _____

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum ☐ Hourly Rate ☐ Unit Price

Period of Performance:

Proposed Subcontract Amount \$ _____

or

Proposed % of Contract _____

Description of work to be performed by certified vendor:

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

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

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

Signature

Signature

Printed Name

Printed Name

Title: _____ Date: _____

Title: _____ Date: _____

Subscribed and sworn before me this
_____ day of _____, 20____

Notary Public

My Commission expires:

Subscribed and sworn before me this
_____ day of _____, 20____

Notary Public

My Commission expires:

6.6. POLITICAL CONTRIBUTIONS FORM:

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. The Act contains registration requirements and provides that all bids submitted to the State after January 1, 2009 contain a certificate of registration from the Illinois State Board of Elections or a certification that the bidding entity is not required to register. Further information about the registration requirements can be found on the Board of Elections website, www.elections.il.gov. Failure to submit this information will result in disqualification.

By submission of an Offer, you acknowledge and certify that you have read, understand and will comply with Public Act 95-971, including but not limited to, all 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. Vendor acknowledges that the State may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971 check the following certification that applies to you:

- ☐ Vendor is not required to register as a business entity with the State Board of Elections.
- or
- ☐ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.7. TAXPAYER IDENTIFICATION NUMBER FORM:

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 Social Security Number (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 Employer Identification Number (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 |
| <input type="checkbox"/> Corporation NOT providing or billing | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity medical and/or health care services |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

6.8. PRICE AND COMPENSATION FORM:

6.8.1. PRICE SUBMISSION:

The Price Proposal must be submitted in a separate, sealed envelope or container in the Offer container. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in this document. Required pricing details are shown below:

6.8.2. METHOD AND RATE OF COMPENSATION:

Identify the method of charging (hourly, daily, project, item, or other method) and provide the rate or price for each type of supply or service. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts and any other available allowances. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor.

6.8.3. MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES:

Show price in checked category only:

☐ Firm Price _____

Software & Services	Initial Term	Renewal 1 2 years	Renewal 2 2 years	Renewal 3 2 years	Renewal 4 2 years
Hosting Fees or Software License/Maintenance (including maintenance and support)					
Implementation Services					
Authority On-site Training					
Data Conversion					
Optional Custom Enhancements **					

Design/Project Management: Hourly rate X 80 Hours					
Programming Services: Hourly rate X 160 Hours					
Total Price By Term					

** Potential, optional custom enhancements to be defined and requested by the Authority. Enhancements will be defined, specified and priced on a project-by-project basis and agreed upon in writing by the Vendor and Authority. Proposed prices for optional enhancements are the total not-to-exceed amounts for the respective term.

6.9. DISCOUNTS FORM:

____% discount for payment within ____ days of delivery. This discount will not be a factor in making the award.

6.10.WORK LOCATION DISCLOSURE FORM:

Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the selected Vendor receives additional consideration in the evaluation based on work being performed in the United States, the resulting contract shall contain a provision that any shift in such work outside the United States may be considered a breach of contract.

Location where services will be performed

Value of services performed at this location

Location where services will be performed

Value of services performed at this location

6.11.DISCLOSURES AND CONFLICTS OF INTEREST FORM:

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k ☐, 20f ☐, or 40f ☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income:

For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %

>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)

Name: _____

Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(i) Compensated employment, currently or in the previous 3 years, 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 ☐

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years 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 ☐

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

- ☐ No Conflicts Of Interest
- ☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/> No <input type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/> No <input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/> No <input type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/> No <input type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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:

- i. 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
- ii. 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.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☐ 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:

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

7. **SUPPLEMENTAL PROVISIONS**

7.1 **State Supplemental Provisions**

- ☐ Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- ☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- ☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- ☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- ☐ Other (describe)

Appendix A Data Conversion Requirements

Chart of Accounts

Approx. # of Records: 32,816

Fields:

Account Id	Character(45)
Account Description	Character (40)
Beginning Balance	Numeric (18)v99 (sum of Period 1 through 14)
Period 1	Numeric (18)v99
Period 2	Numeric (18)v99
Period 3	Numeric (18)v99
Period 4	Numeric (18)v99
Period 5	Numeric (18)v99
Period 6	Numeric (18)v99
Period 7	Numeric (18)v99
Period 8	Numeric (18)v99
Period 9	Numeric (18)v99
Period 10	Numeric (18)v99
Period 11	Numeric (18)v99
Period 12	Numeric (18)v99
Period 13	Numeric (18)v99
Period 14	Numeric (18)v99

Master Vendor List

Approx. # of Records: 3,391

Fields:

Vendor Id	Character (12) (Accounting would like to assign the Tax ID)
Vendor Name	Character (30)
Vendor address id	Character (30)
Vendor address1	Character (30)
Vendor address2	Character (30)
Vendor address3	Character (30)
Vendor address4	Character (30)
Vendor City	Character (19)
Vendor State	Character (20)
Vendor Zip Code	Character (15)
Vendor Type	Character
Vendor Tax Id Type	Character
Tax Id	Character (15)
Employee	Character - value (Y/N)
Withholding Indicator	Character -value(Y/N)
Transaction Currency Type	Character -value (USD)
Active Flag	Character - value (Y/N)
3rd Party Vendor Flag	Character
Individual Flag	Character
Contractor Flag	Character
Foreign Vendor	Character
Contact Phone No	Character 20
Terms Code	Character
Separate Payment	Character

A/P Payment History

Approx. # of records: 13,000

Fields:

Batch Id	Numeric(9)
G/L Account No	Character(45)
Vendor Id	Character(12)
Vendor Name	Character(30)

Voucher No	Numeric(9)
Invoice Date	9999/99/99
Distribution Date	9999/99/99
Transaction Amount	Numeric(15)v99

SECTION 7. - CONTRACT

We expect to contract based on the terms and conditions as set forth in the attached State of Illinois Sample Contract. If you are unable to accept one or more parts of the Contract, identify any exception that you want us to consider. You may show these changes on the Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests and alternate language with your Offer. Please note that most contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose. Any proposed changes may be considered in the evaluation.

SAMPLE CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDORSTATE OF ILLINOIS

(Vendor Name) (Procuring Agency Name)

Signature Official Signature

Printed Name Printed Name

Title __Date Title Date .

Address Designee Signature

____Printed Name

Phone Fax Title

E-mail Address

Phone Fax

E-mail

CHIEF PROCUREMENT OFFICER

Official SignatureDesignee Signature

Printed NamePrinted Name

Title __Date Title Date .

Address

The signature of the Chief Procurement Officer ("CPO") or the State Purchasing Officer ("SPO") on this Contract is intended only to evidence the CPO's or the SPO's approval of the Illinois Housing Development Authority's entering into the Contract. Neither the CPO, the SPO nor the State of Illinois is a party to this Agreement and neither the CPO, the SPO nor the State of Illinois has any responsibility or liability hereunder.

STATE USE ONLY	NOT PART OF CONTRACTUAL PROVISIONS
PBC#	Project Title
Contract #	Procurement Method (IFB, RFP, Small, etc):
IPB Ref. #	IPB Publication Date: Award Code:
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source	Obligation #

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This contract has an initial term of *(show beginning and end date or length in months or other measure of time)*. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

RENEWAL: Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): *(If the solicitation did not provide for renewal options, the contract may not include any renewal options.)*

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

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. 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 not renew automatically nor may the contract 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.

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

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

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

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, that is lacking in the Procuring Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$

2.4 VENDOR / STAFF SPECIFICATIONS:

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☐ Yes ☐ No

2.5.3 Vendor shall describe below 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. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor NameAmount to be paid
Address Description of work

Subcontractor NameAmount to be paid
Address Description of work

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 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.

2.6 TRANSPORTATION AND DELIVERY:

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed
Value of services performed at this location

Location where services will be performed
Value of services performed at this location

2.8 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.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified

in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 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.

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

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

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

3. **PRICING**

3.1 METHOD AND RATE OF COMPENSATION: The State will compensate Vendor for the initial term as follows:

- ☐ Hourly
- ☐ Monthly
- ☐ Annually
- ☐ Project
- ☐ Item (show unit of measure and rate)

3.2 TYPE OF PRICING: Pricing under this contract is

- ☐ Firm
- ☐ Estimated

3.3 RENEWAL COMPENSATION: If this 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.

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: % discount for payment within days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof 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.

3.7 INVOICING: Vendor shall invoice at the completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in this contract.

Send invoices to _

3.8 PAYMENT TERMS AND CONDITIONS:

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

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. 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.

3.8.3 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.

3.8.4 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 (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. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): 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, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): 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 under 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, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

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

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

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

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

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

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

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

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

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

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

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

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

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

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

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

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

4.20 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. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection 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 section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, 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.

5.1 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.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

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

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide 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 performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

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).

5.9 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).

- 5.10** Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
- 5.11** 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 (30 ILCS 500/50-11) 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 500/50-60).
- 5.12** 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 (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13** 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).
- 5.14** Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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).
- 5.15** Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16** 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).
- 5.17** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18** In accordance with the Steel Products Procurement Act, 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).
- 5.19** a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor 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).
- 5.20** 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 U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21** 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).
- 5.22** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23** 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).
- 5.24** Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and 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).
- 5.25** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26** Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27** 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.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will 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)

5.29 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. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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 **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

SECTION 8. - END OF DOCUMENT

END OF DOCUMENT