Office of the Illinois State Treasurer

Michael W. Frerichs

Request for Proposals Website Redesign, Development, and Maintenance

Proposals due May 8, 2015 by 2 pm CT.

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I. Overview

This is a Request for Proposals ("RFP") for the redesign, development, and maintenance of the Office of the Illinois State Treasurer's ("Treasurer") public website (collectively, the "Project"). Vendors who submit Proposals ("Respondents") shall submit their Proposals by 2 pm on May 8, 2015. The winning Respondent ("Contractor") shall enter into a contract with the Treasurer ("Agreement") that is scheduled to begin sometime during the week of May 18, 2015. Redesign of the website (approval of architecture and design) must be complete by June 30, 2015.

II. Project Background

The Treasurer offers a variety of beneficial services and programs to the public. In order to provide information on these services and, in some cases, provide the services themselves, the Treasurer maintains a public website at www.illinoistreasurer.gov. The website provides an overview of the Treasurer and the services and programs it offers, which are as follows:

- 1. Ag Invest http://www.illinoistreasurer.gov/programs/ag-invest/ag-invest.aspx;
- 2. Financial Education http://www.illinoistreasurer.gov/programs/financial-education/financial-education.aspx;
- 3. Illinois Funds http://www.illinoistreasurer.gov/programs/illinois-funds/illinois-funds.aspx;
- 4. I-Cash/Unclaimed Property https://icash.illinois.gov/index.asp;
- 5. College Savings http://www.illinoistreasurer.gov/programs/college-savings/college-savings.aspx;
 - a. Bright Start
 - b. Bright Directions
- 6. E-Pay http://www.illinoisepay.com/; and
- 7. Finally Home http://www.illinoistreasurer.gov/programs/finally-home/finally-home.aspx.

While all of these programs fall under the auspices of the Treasurer and are presented on the Treasurer's website, the webpages for the programs do not always blend cohesively with the homepage. Moreover, the uniform resource locators ("URL") differ in some cases.

Our current www.illinoistreasurer.gov website is hosted by a third party. It resides on a Windows platform, running IIS 7.5. The site was developed with a combination of tools,

including .Net 2.0 (Web Forms), Dreamweaver, and Classic ASP. The College Savings and I-Cash websites are hosted and maintained by third parties.

III. Scope of Work

The Treasurer seeks a Contractor with excellent project management capabilities to redesign, develop, and maintain its public website at www.illinoistreasurer.gov. Working in collaboration with the Treasurer, the Contractor shall redesign the website to make it more cohesive and user friendly, while maintaining an aesthetically pleasing appearance. The architecture and design for the website must be approved by the Treasurer by June 30, 2015. After the Treasurer approves the design, the Contractor shall develop the site, then maintain it following its launch.

The Treasurer's website currently links to three websites that fall outside the scope of this Project, which are as follows:

- 1. https://www.brightstartsavings.com/OFI529/;
- 2. http://www.brightdirections.com/; and
- 3. https://www.epayillinois.com/

A new section of the website must also be designed, developed, and maintained. The Financial Education Portal is currently not on the website. The Contractor shall incorporate it into the architecture of the Treasurer's website and develop it.

A. Redesign of website

The Treasurer's website must be redesigned and architected to permit users to easily navigate and access information and communicate with the Treasurer. The site should have a unique look and feel that professionally and uniformly represents the Treasurer in a positive manner. The site will most likely retain a majority of the current content, but the new design should improve on the organization, functionality, and overall quality of the website. The site should be consistent and have user-friendly navigation that is understandable to users on all levels. The site shall have the following functionality:

- 1. Responsive design that is tablet and mobile friendly;
- 2. Search function that allows users to search the entire site;
- 3. Site map;
- 4. Social media links/feeds;
- 5. Section 508 and Americans with Disabilities Act ("ADA") compliant; and
- 6. Web compatible with translation software, such as Google translate or Microsoft translator, to allow users to translate the website to Spanish, Polish, Russian, and simplified Chinese at a minimum.

The Contractor shall provide a minimum of two (2) design proposals for the website. With feedback from the Treasurer, the Contractor shall create a final design that meets the Treasurer's approval. This stage of the Project must be completed by June 30, 2015.

B. Development of website

Once the Treasurer has approved Contractor's final design, the Contractor shall develop the website, based upon such design. Contractor shall provide a development or testing site for the Treasurer to review and approve work. Development must be done using C# and use of the following Frameworks/Technologies is preferred:

- 1. .Net;
- 2. MVC;
- 3. jQuery;
- 4. Web API; or
- 5. Entity Framework.

Contractor shall implement a content management tool that gives the Treasurer the ability to make minor modifications to the content of the website and post routine updates without requiring the Contractor's assistance. Examples of the routine updates that would require posting include, but are not limited to:

- 1. The Schedule of Investments for the State Portfolio;
- 2. Daily investment rates;
- 3. Lists of approved depositories, brokers, and financial institutions;
- 4. Press Releases;
- 5. E-Newsletter archives;
- 6. Procurement opportunities; and
- 7. Employment opportunities.

C. Maintenance of website

Following launch and final approval of the live website by the Treasurer, all small work performed on the website by the Contractor, consistent with the agreed upon scope of the redesign, shall fall under the category of maintenance. The Treasurer anticipates that maintenance will not exceed four (4) hours per month. Contractor will be proactive with maintenance and respond to all maintenance requests by the Treasurer.

IV. Proposal

This Section provides the required elements for Respondent's Proposal.

A. Proposal format

The Respondent's Proposal shall contain the following:

- 1. <u>Cover page</u> The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
- 2. <u>Section I</u> Section I shall contain Respondent's statement of understanding of what is being requested in this RFP and a description of how Respondent will fulfill the request.
- 3. <u>Section II</u> Section II shall contain Respondent's answers to the questions presented in Section IV.B of this RFP. Respondent must respond to each of the questions. Respondent's answers must include the headings (e.g. "Technical Requirements and Process") and be numbered in the order provided in Section IV.B.
- 4. <u>Section III</u> Section III shall provide a list of the subcontractor(s) Respondent will use for this Project, if any, and the general type of work to be performed by each subcontractor.
- 5. <u>Section IV</u> Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).
- 6. <u>Section V</u> Section V shall provide Respondent's price ("Cost Proposal") in a separately sealed envelope. Pricing shall consist of two components: a) a fixed price to design and develop the website and b) an hourly rate for ongoing maintenance.

The Proposal must be submitted in a sealed envelope or package, bearing the title "State Treasurer Request for Proposals for Website Redesign, Development, and Maintenance" and the Respondent's name and address. The package must include one (1) original and four (4) copies of the Proposal. A separate sealed envelope must contain one (1) original and four (4) copies of the Cost Proposal. In addition, please provide three (3) electronic copies of the Proposal and three (3) separate electronic copies of the Cost Proposal. CDs or thumb drives are acceptable.

B. Questions to be addressed in the Proposal

Technical Requirements and Process

- 1. Disclose the server operating system, programming language, and web design software Respondent intends to use for this Project.
- 2. Describe the process Respondent will use to execute this Project. Include a typical project plan and project timeline that includes the necessary points of interaction by the Treasurer.
- 3. Clearly define the role and responsibilities of the Treasurer during the Project.
- 4. Describe the changes that will need to be made, if any, to the Treasurer's website to make it Section 508 and ADA compliant.

- 5. Describe the support Respondent will provide during design, development, and launch of the new website.
- 6. Please provide an estimate of the number of hours of maintenance that will be needed per month for the website.
- 7. Describe the maintenance Respondent will provide.

Qualifications and Experience

- 8. Provide a narrative on Respondent, including years in business and experience in developing websites.
- 9. List the principals who will be working on this Project, along with their background and experience.
- 10. Describe the different services offered by Respondent and the approximate portion of Respondent that is dedicated to web design.
- 11. Please provide Respondent's current client list.
- 12. Provide URLs for five (5) different websites that were designed and developed by Respondent.
- 13. Provide three (3) references whose websites were designed and developed by Respondent. The websites must be in current use. For each reference, please include a contact name, e-mail address, phone number, the type of service provided, and the dates for such service.

Diversity

- 14. Please provide the percentage of Respondent's staff who are female, minority, persons with disabilities, or military veterans.
- 15. Is the Respondent or its affiliates female, minority, persons with disabilities, or veteran owned or managed? For purposes of this RFP, "female, minority, persons with disabilities, or veteran owned or managed" shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran.
- 16. Using the definition provided above, what is the percentage of Respondent's subcontractors for this Project, if any, that are female, minority, persons with disabilities, or veteran owned or managed?

Illinois Presence

17. Please describe what presence, if any, the Respondent has in the State of Illinois. Such "presence" can be demonstrated by the percentage of Respondent's full-time employees

or employees who spend more than half their time in Illinois and having physical offices or a principal place of business located in Illinois.

18. Using the definition provided above, what is the percentage of Respondent's subcontractors for this Project, if any, that have an Illinois presence?

V. RFP Schedule and Process

This Section provides the process and schedule for this RFP.

A. RFP schedule

The following is the schedule for this RFP:

Date	Event	
Amil 22, 2015	DED myhlighad on the Transpurer's website	
April 23, 2015	RFP published on the Treasurer's website.	
April 28, 2015	All Respondent questions due by 2 pm CT.	
	Responses to all questions posted on the Treasurer's website by	
May 1, 2015	4 pm CT.	
May 8, 2015	Proposals due at 2 pm CT.	
May 12, 2015	Interviews, if any, with final candidates.	
-		
May 13, 2015	If applicable, best and final offer due by 2 pm CT.	
May 14, 2015	Notification of award and begin negotiation of Agreement.	
Week of May 18, 2015	Agreement term begins.	

These dates are subject to change at the Treasurer's discretion.

B. Contact information

The Treasurer's Chief Procurement Officer ("CPO") is the sole point of contact concerning this RFP.

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO by 2pm CT on April 28, 2015.

Jim Underwood Chief Procurement Officer Office of the Illinois State Treasurer 400 W. Monroe St., Suite 401 Springfield, IL 62704 Phone: 217.557.7906

Fax: 217.524.3822

junderwood@illinoistreasurer.gov

C. Proposal submission

All Proposals must be received by mail or messenger no later than 2 pm CT on Friday, May 8, 2015.

Proposals should be mailed or messengered to

Jim Underwood Office of the Illinois State Treasurer 400 W. Monroe St., Suite 401 Springfield, IL 62704

D. RFP process

1. RFP Amendments

If it is necessary to amend this RFP, the Treasurer will post any amendments to its website at www.illinoistreasurer.gov.

2. Chief Procurement Officer may cancel the RFP

If the Chief Procurement Officer determines it is in the State's best interest, he reserves the right to do any of the following:

- a. cancel this RFP;
- b. modify this RFP as needed; or
- c. reject any or all Proposals received in response to this RFP.
- 3. Respondents' costs

The cost of developing a Proposal is each Respondent's responsibility and may not be charged to the Treasurer.

4. Withdrawal of Proposal

Respondent may withdraw its Proposal at any time prior to the deadline for receipt of Proposals. The Respondent must submit a written withdrawal request, addressed to the CPO and signed by the Respondent's duly authorized representative.

5. Modification of Proposal

A Respondent may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the transmittal letter to the CPO.

6. Proposal is a firm offer

A Proposal submitted in response to this RFP is a firm and binding offer, valid for ninety (90) days after the due date for Proposals or the due date for the receipt of a best and final offer, whichever falls later.

7. Proposal is State property

On the Proposal due date, all Proposals and related material submitted in response to this RFP become the property of the State of Illinois.

8. Verbal communications

Any verbal communication from the Treasurer's employees or its contractors concerning this RFP is not binding on the State, and shall in no way alter a specification, term or condition of this RFP.

VI. Evaluation Process and Criteria

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory requirements

Failure to perform any of the following shall lead to Respondent's automatic disqualification:

- 1. Submit Proposal and accompanying Cost Proposal by 2 pm on May 8, 2015;
- 2. In Respondent's Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP; and
- 3. Provide the Cost Proposal in a separately sealed envelope.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Respondent's understanding of the scope and technical aspects of	01 1 011105 1 0551620
the Project.	15
Respondent's Project plan, timeline and availability of resources.	20
The technical ability of Respondent's proposed principals for this	
Project.	15
Respondent's demonstrated record of experience in providing	
website redesign, development, and maintenance.	15
Reputation based on Respondent's references.	5
Diversity.	10
Illinois presence.	10
Cost Proposal.	10
TOTAL	100

C. Determining scores

Employees from various Divisions within the Treasurer will comprise the evaluation team ("Evaluation Team"). Each Evaluation Team member will independently review and score the Proposals. The scores will then be compiled and analyzed. The Evaluation Team will meet to discuss the scores after scoring is complete. The Evaluation Team reserves the right to waive minor technical irregularities.

1. Respondent's understanding of the scope and technical aspects of the Project score

Respondent should present its understanding of the scope of this RFP. The Evaluation Team shall score this based upon Respondent's inclusion of all aspects of the scope, including, but not limited to, the tasks and webpages within the scope.

2. Respondent's Project plan, timeline, and availability of resources score

The Evaluation Team shall score this based upon the quality of Respondent's Project plan; Respondent's ability to meet the Treasurer's deadline, as evidenced by Respondent's timeline; and the number of resources Respondent assigns to each phase of the Project.

3. The technical ability of Respondent's proposed principals for this Project score

The Evaluation Team shall score the technical ability of Respondent's proposed principals for this Project, based on their skills, experience, and demonstrated abilities.

4. Respondent's demonstrated record of experience in providing website redesign, development, and maintenance score

In order to evaluate Respondent's demonstrated record of experience, the Evaluation Team shall analyze the websites provided in response to question IV.B.12 to determine their ease of use, aesthetic appearance, and architecture.

5. Reputation based on Respondent's references score

The Evaluation Team will score a Respondent's reputation, based on the feedback provided by its references. Factors that will be considered are the ease of working with Respondent, how well Respondent accepted and incorporated feedback from the client, whether the proposed technical principals were actually used on the project, and whether Respondent provided what the client requested.

6. Diversity score

The Evaluation Team shall award a higher diversity score to Respondents that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

7. Illinois presence score

Respondent's Illinois presence shall be scored based on the answers Respondent provides to questions IV.B.17 and IV.B.18. Respondents with a principal place in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

8. Cost Proposal score

The Evaluation Team shall evaluate the cost-effectiveness of Respondent's Cost Proposal in order to determine the Cost Proposal score.

VII. Contract Terms and Conditions

The Contractor shall agree to each contractual provision set forth in this Section.

A. Contractual responsibility

Contractor will be contractually responsible for all services provided. By responding to the RFP, Contractor expressly agrees to the Contractual Requirements herein. Contractor shall at all times provide services in a commercially reasonable manner.

B. Governing law

The Agreement shall be governed in all respects by the laws of the State of Illinois.

C. Record retention and audit

Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract or after termination of the Agreement, whichever is longer. Contractor further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; Contractor agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

D. Term of Agreement

The term of the Agreement shall commence sometime during the week of May 18, 2015 and have a four (4) year term, unless terminated in accordance with the terms of the Agreement. The Treasurer shall have the option to renew the Agreement for a minimum term of two (2) additional years.

E. Termination

1. Termination without cause

The Treasurer may elect to terminate the Agreement any time upon five (5) days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined in a reasonable manner.

2. Termination for cause

Notwithstanding any language to the contrary, the Agreement may be terminated by the Treasurer under any of the following circumstances:

- a. Contractor fails to furnish a satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- c. Any services provided under the Agreement are rejected and are not promptly corrected by Contractor, or repeatedly rejected even though Contractor offers to correct services promptly;

- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means obtained the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency;
- g. Contractor disregards laws and ordinances, rules, or instructions of a contracting officer or acts in violation of any provision of the Agreement or this part, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States; and
- h. Any other breach of contract or other unlawful act by Contractor occurs.

Prior to terminating the Agreement for cause, the Treasurer shall issue a written warning that outlines the remedial action necessary to bring the Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not taken by Contractor within five (5) business days of the date of the second written warning, the Agreement may be cancelled and the Treasurer may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

In addition, the Treasurer reserves the right to reduce the fee paid to Contractor as compensation for services under the Agreement during any period Contractor fails to perform with reasonable care any of its obligations under the Agreement.

F. Confidentiality and security requirements

1. Confidential Information

All Confidential Information, as defined below, shall be held in strict confidence by the Contractor and shall not be disclosed to any third party. Confidential Information includes all information but the following: (i) information already known or independently developed by the recipient; (ii) information required to be released by law; (iii) information in the public domain through no wrongful act of the recipient; and (iv) information received by the recipient from a third party who was free to disclose it ("Confidential Information").

Any disclosure required to be made by applicable law shall not be made sooner (unless otherwise compelled or required by law or judicial process) than five (5) business days immediately following receipt by the Treasurer from the Contractor of written notice of such order, and such notice will include a copy of any relevant court or other order. In the event the Contractor is

ordered to disclose Confidential Information, the Contractor shall afford the Treasurer a reasonable opportunity to participate and object to any such disclosure.

2. Use of Confidential Information by Employees and Agents of Contractor

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.

3. Protection of Confidential Information

The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.

4. Privacy Policy

Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Project that meets the requirements of applicable law.

5. Program Lists

The Contractor specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to, sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

G. Liability of Contractor

Contractor shall be liable to the Treasurer for actual and compensatory damages that are available to the Treasurer in law or remedies in equity.

H. Indemnification

The Contractor shall indemnify, defend and hold Treasurer, its officers, agent and employees, harmless from and against any and all liabilities, demands, claims, lawsuits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto, for all injuries, including but not limited to injuries to person and for loss of, damage to, or destruction of property due to the Contractor's negligent acts or omissions

or willful misconduct of Contractor, its employees or its agents in connection with this RFP and subsequent Agreement.

I. Subcontractors

The Contractor must state whether the services of a subcontractor will be used. The contract must include the names and addresses of all subcontractors and the expected amount of money each will receive under the contract. The Contractor will be required to obtain written approval from the Treasurer prior to adding or changing subcontractors. Subcontractors will be required to complete the attached State Certifications and Disclosure Forms, found at as Appendices A, B, and C.

Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

J. Review

Treasurer's staff will conduct periodic performance reviews of the Contractor, during which its compliance with all aspects of the Agreement with the Treasurer will be reviewed and assessed.

K. Work Product

1. Ownership of work product.

Except as otherwise agreed to in writing, all work product, including, but not limited to, documents, reports, data, information, designs, code, and ideas specially produced, developed, or designed by the Contractor under the Agreement, whether preliminary or final, (collectively, "Work Product") will become and remain the property of the Treasurer, including any copyright or service marks developed by the Contractor on behalf of the Treasurer. The Treasurer shall have the right to use all such work product without restriction or limitation and without further compensation to the Contractor.

2. Return of Work Product

Within thirty (30) days after expiration or termination of the Agreement, the Contractor shall deliver to Treasurer, or to a third party, if so instructed by the Treasurer, all Work Product in Contractor's possession in the performance of the Agreement. If requested by the Treasurer, the Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer.

L. Services

Contractor shall not modify any service or the manner of providing such service under this Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.

M. Access to information

Upon request, the selected Contractor shall provide the Treasurer access to all files, records, participant email addresses, documents, and data pertaining to the Program that are in its possession and control regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

N. Assignment

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither this Agreement nor any of the rights, interests, or obligations is assignable without the prior written consent of the other party. Any attempt by Contractor to transfer or assign any rights or obligations related to the provision of services under this Agreement, without the prior written consent of the Treasurer, shall render this Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of any Agreement between the parties.

O. State Certifications/Disclosures

The Agreement will incorporate Contractor's fully executed State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendices A, B, and C.

Appendix A

ILLINOIS STATE TREASURER CERTIFICATIONS

	("CONTRACTOR")	makes	the
following certifications:			

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct with is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

2.0 BID-RIGGING/BID-ROTATING.

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

3.0 DRUG FREE WORKPLACE.

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

a. Publishing a statement:

- i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- ii. Specifying the actions that will be taken against employees for violation of such prohibition.
- iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and

- b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. CONTRACTOR's policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 Non-Discrimination.

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

6.0 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit

discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

8.0 FELONY.

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

10.0 INDUCEMENT.

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR 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).

11.0 REVOLVING DOOR PROHIBITION.

CONTRACTOR certifies that neither it nor its employees and agents are in violation of section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits for a period of (2) years after terminating an affected position certain State employees and their designees from engaging in any procurement activity relating to the State agency most recently employing them for a specified period of time.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

13.0 DISCRIMINATORY CLUB.

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

CONTRACTOR shall be in compliance with a	pplicable tax requirements and shall be
current payment of such taxes. Under penalty of perjury	, CONTRACTOR certifies that #
is its correct Taxpayer Identification Number a	nd that it is doing business as a (please
check one):	
Individual	Government Entity
Sole Proprietor	Nonresident alien
Partnership/Legal Corporation	Estate or trust
Tax Exempt	Pharmacy (Non-Corp.)
Corporation providing or billing	Pharmacy/Funeral
Home/Cemetery	·
medical and/or health care services	(Corp.)
Corporation NOT providing or billing	Limited Liability Company
(select	
medical and/or health care services	applicable tax classification.)
Other:	\Box C = corporation
	\square P = partnership
	1 · · · · · · · · · · · · · · · · · · ·

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR.

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. CONTRACTOR further certifies that it is a legal entity authorized to do business in Illinois prior to the submission of the bid, offer, or proposal pursuant to section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43).

16.0 APPROPRIATION.

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation for payments under the terms of the contract.

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

CONTRACTOR agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract or after termination of the Agreement, whichever is longer. Contractor further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from entering into or performing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

20.0 LIABILITY.

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

21.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 prohibits a contractor from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

23.0 FORCE MAJEURE.

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

24.0 ANTITRUST ASSIGNMENT.

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

25.0 Prohibition of Goods from Forced Labor.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-10.5 of the Illinois Procurement Code (30 ILCS 500). Section 50-

10.5, amongst other things, prohibits a contractor from bidding or entering into a contract or subcontract with the Treasurer's Office if the contractor or any officer, director, partner, or other managerial agent of the contractor has been convicted in the last 5 years 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 or if the contractor is in violation of Subsection (e). CONTRACTOR further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if CONTRACTOR is determined to have been convicted of a felony under the Illinois Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the agreement.

28.0 DISPUTES.

Any claim against the State arising out of this Agreement 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 agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at www.ilga.gov.

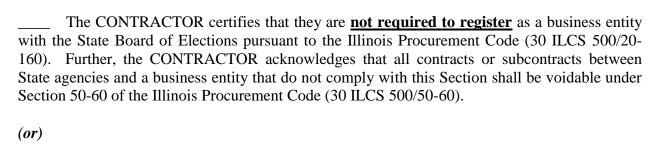
29.0 THIRD PARTY PAYMENTS.

CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION.



The CONTRACTOR certifies that they <u>have registered</u> as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, the CONTRACTOR acknowledges that all contracts or subcontracts between State agencies and a business entity that

do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX.

The CONTRACTOR certifies that it is not barred from being awarded a contract under section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 prohibits a contractor from entering into a contract or subcontract with a State agency if the CONTRACTOR or affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONTRACTOR further acknowledges that the contract or subcontract may be voided if this certification is false.

33.0 Environmental Protection Act Violations.

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 prohibits a CONTRACTOR from entering into a contract or subcontract with a State agency if the CONTRACTOR has 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 (5) years. The CONTRACTOR further acknowledges that the contracting State agency may declare the related contract or subcontract void if this certification is false.

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS.

The CONTRACTOR certifies that it is not barred from entering into a contract or subcontract under section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 prohibits a CONTRACTOR from entering into a contract or subcontract with the State of Illinois or a State agency if the CONTRACTOR, while the owner of a residential building, committed a willful or knowing violation of the Lead Poisoning Prevention Act. The CONTRACTOR further acknowledges that the Treasurer may declare the related contract or subcontract void if this certification is false.

35.0 BOND ISSUANCES.

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-21 of the Illinois Procurement Code (30 ILCS 500/50-21). Section 50-21 prohibits State agencies from entering into contracts or subcontracts with respect to the issuances of bonds or other securities by the State or a State agency with any entity that uses an "independent consultant" as defined in section 50-21.

36.0 POLITICAL CONTRIBUTIONS.

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-37 of the Illinois Procurement Code (30 ILCS 500/50-37). Section 50-37 prohibits business entities whose contracts with State agencies, in the aggregate, annually total more than \$50,000, or whose aggregate pending bids and proposals on State contracts total more than \$50,000, and any affiliated entities or affiliated persons of such business entity, from making any contributions to any political committee established to promote the candidacy of the office holder responsible for awarding the contract on which the business entity has submitted a bid or proposal during the period beginning on the date the invitation for bids or request for proposals are issued and ending on the day after the date the contract is awarded.

37.0 LOBBYING RESTRICTIONS.

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-38 of the Illinois Procurement Code (30 ILCS 500/50-38). Section 50-38 prohibits a CONTRACTOR from billing the State for any lobbying costs, fees, compensation, reimbursements, or other remuneration provided to any lobbyist who assisted the CONTRACTOR in obtaining the contract or subcontract.

38.0 DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN (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:

- (1) 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
- (2) 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.

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:			
	CONTRACTOR		
	CONTRACTOR		
By:			
·	Signature		
	Name		
	Title		
	Title		
	Title		

Date

Appendix B

DISCLOSURES FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST (Disclosure Form A)

The Treasurer's Procurement Regulations (44 III. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in <u>both</u> Sections 1 and 2 below.

Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

a.	If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:
	Ownership exceeding 5% ()
	Ownership value exceeding \$106,447.20 ()
	Distributive Income Share exceeding 5% ()
	Distributive Income Share exceeding \$106,447.20 ()
	Name:
	Address:
b.	For each individual named above, show the type of ownership/distributable income share: sole proprietorship stock partnership other (explain)
c.	For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:
	If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, <u>and</u> if the value of the ownership interest of the named individual(s) is \$106,447.20 or less, check here ()
	If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$106,447.20, show either.
	The percent of ownership%

or
The value of the ownership interest \$_____

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of

page	s as necessary).		
a.	State employment, currently or in the previous 3 years, including contractual employment of services	Yes	No
b.	State employment for 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 au by the Constitution of the State of Illinois or the statute State of Illinois, which office entitles the ho compensation in excess of expenses incurred in the d of that office currently or in the previous 3 years.	es of the lder to	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 reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee with either	Yes	No

the Secretary of State or the Federal Board of Elections. Relationship to anyone; spouse, father, mother, son, Yes No 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. This disclosure is submitted on behalf of (Name of Contractor/Offeror) Official authorized to sign on behalf of Contractor/Offeror:

Name (printed) ______Title _____

Signature ______ Date _____

j.

Appendix C

DISCLOSURES OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION (Disclosure Form B)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offeror shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal or offer.

a.	Contractor/offeror shall identify whether it has units of State of Illinois government by checking		
	If "Yes" is checked, identify each contract by sinformation such as purchase order or contract necessary).		
b.	Contractor/offeror shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" or "No"		
	If "Yes" is checked, identify each such relation descriptive information such as bid or project r		
This c	disclosure is submitted on behalf of(Nar	ne of Contractor/Offeror)	
Offici	ial authorized to sign on behalf of Contractor/Offe	eror:	
Name	e (printed)	Title	
Signa	ture	Date	