Office of the Illinois State Treasurer  
Judy Baar Topinka  

Requests for Proposals  

Application Developer  

August 9, 2004  

I. Introduction  

The Office of the Illinois State Treasurer (“Treasurer”) recognizes the need for an application developer for our Information Technologies Division. The purpose of this Request for Proposals (“RFP”) is to enter into an agreement with a vendor to provide an application developer to assist our Office.

The Treasurer plans to contract with the vendor to provide these services from September 15, 2004 through December 31, 2004.

Upon expiration of this term, the Treasurer, in her discretion, may elect to extend the relationship for a period of time with terms agreed upon by the parties, consistent with Procurement Regulations.

1. Description of Project  

The chosen Vendor will:

- Provide assistance to a small IT shop
- Help support a third party software package with Wagers Unclaimed Property 2000 application support and SQL Server database support
- Create reports using Crystal Reports 9.0 to extract information from a SQL Server database
- Support document imaging and scanner processes
- Assist with other application development tasks as needs arise

2. Need for Services  

Services are needed due to the temporary leave of absence by current IT staff in areas of client server database applications, report creation and imaging.
3. **Review of Work**

Review of work performed will be conducted on a weekly basis. If reviews reveal support is not adequate, the contract may be terminated.

4. **Specifications/Technical Skills and Desirable Knowledge**

**Mandatory:**

- 2 years experience with Microsoft Visual Basic.NET
- 4 years experience with Microsoft SQL Server
- 4 years experience with Microsoft Windows NT/2000/XP
- 2 years experience providing user support

**Desirable**

- 2 years of project management experience
- Excellent people skills
- Experience with Wagers’ Unclaimed Property System 2000 or other unclaimed property solution
- Experience with Liberty Net Imaging Product or other imaging solution
- Experience with Microsoft Access version 97/2000/XP
- Web development experience with Microsoft FrontPage
- MCSD certification

II. **General Provisions**

1. **Agency Project Contact**

   Mr. Edward Buckles  
   Chief Procurement Officer  
   Illinois State Treasurer’s Office  
   300 West Jefferson Street  
   Springfield, IL  62702  
   Phone: (217)782-6540  
   Fax: (217)524-3822  
   Email Address: ebuckles@treasurer.state.il.us
2. **Required Response Date and Time**

All responses must be received by mail or messenger no later than 2:00 p.m. on August 23, 2004.

Responses should be mailed to:

The Honorable Judy Baar Topinka  
Treasurer of the State of Illinois  
Attn: Mr. Edward Buckles, Chief Procurement Officer  
“Response to State Treasurer’s Request for Proposals for an Application Developer”  
300 West Jefferson Street  
Springfield, IL  62702

III. **Compensation**

As indicated above, all reference to pricing must be submitted under separate, but attached, cover.

We will evaluate and discuss price with the most qualified Vendors. We will award the contracts only if we determine the price to be fair and reasonable. Such determinations will be made by considering the proposals, Vendor’s qualifications, Vendor’s reputation, price submitted with other proposals and the project budget. Only the Treasurer can determine whether a price is fair and reasonable.

Please return the following document in your pricing package.

**NOTE:** No more than two candidates may be submitted by the same Vendor.
Evaluation will be made on hourly rate.

Vendors must provide:

Candidate Name: ________________________________________________

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate Per Hour</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2005 Fiscal Year 800 hrs.</td>
<td>X</td>
<td>$_________ $___________</td>
</tr>
</tbody>
</table>

The hours listed above are estimates and may change slightly depending on necessary time off of work (such as holidays, sick or vacation) or Office needs. Overtime is not anticipated at this time, but should the need arise it will be paid at the same hourly rate as listed above.

Travel outside of the Springfield area is not anticipated.

All State holidays will be observed. Vendors will not be allowed to work in the State office on those days. The following holidays occur during this contract period:

- October 11, Columbus Day
- November 2, General Election Day
- November 11, Veterans Day
- November 25 and 26, Thanksgiving
- December 24, Christmas Eve
- December 31, New Year’s Day

IV. Proposal Format

1. Submissions

Responses must be submitted in a sealed envelope or package bearing the title, “State Treasurer Request for Proposal for an Application Developer” and Vendor’s name and address. All proposals shall be submitted in two parts. The first part shall cover all items except price and the second part shall cover price only. The package must include five (5) copies of the proposal.
An authorized representative of Vendor must sign each proposal in ink. Any changes must be signed by the same person who signed the proposal unless another person has been given verified signature authority.

All proposals must be submitted within the prescribed form, to facilitate an objective review. Any proposal that materially deviates from this format will be rejected without further consideration of its content. Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the Vendor, may also be rejected.

2. **Cover Letter**

The proposal must be accompanied with a transmittal letter that designates the name, address and phone number of the person or persons available for contact concerning the proposal, and who are authorized to make representations on behalf of the Vendor’s organization.

3. **State Certifications and Disclosure Forms A & B**

The Proposal must be accompanied by completed state certifications and disclosure forms A & B, which are provided for at the end of this RFP.

4. **Mandatory Content of Response to Request for Proposals:**

A. Cover letter;
B. Specific explanations requested in Section I;
C. Statements that the Vendor is willing to comply with the contractual requirements under Section V (please state each contractual requirement verbatim followed by a response explaining Vendor’s ability to comply with each contract terms or a statement as to why Vendor cannot comply);
D. Names of personnel expected to provide services under this RFP and their qualifications (resumes);
E. Proposed pricing including all applicable fees. *(Note: All pricing information must be submitted in a sealed envelope and attached to the proposal.)*
F. References from current and/or former clients for which candidate provides similar services as well as references for the specific personnel expected to provide the services;
G. The signature of a person having the authority to commit the Vendor to a contract;
H. State certifications and disclosure forms A & B.

5. **Discussions with Vendors**
Discussions may be held to promote an understanding of the Treasurer’s requirements with respect to Vendors’ proposals. In addition, discussions may be held to assist in arriving at a contract that is most advantageous to the State.

If during discussions there is a need for any substantial clarification of, or change in the Request for Proposal, it will be amended to incorporate the clarification or change. The Vendor must reduce any substantial oral clarification of a proposal to writing.

In conducting discussions, there will be no disclosure of information of proposals submitted.

6. Treasurer May Cancel Request for Proposal

If the Treasurer determines it is in its best interest, the Treasurer 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 responses received in response to this RFP.

7. Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw its proposal at any time prior to opening, however, no oral modifications will be allowed. Such requests shall be addressed in the same manner as the proposal and plainly marked MODIFICATION TO PROPOSAL, with the Project Title shown, and if received by Treasurer prior to the scheduled closing time for reception of proposals, will be accepted. The original proposal will be modified after Treasurer receives the Modification.

8. Vendor’s Proposal

The cost of developing a proposal is each Vendor’s responsibility and may not be charged to the State. Once in the Treasurer’s possession, proposals become the property of the State Treasurer and shall not be returned to Vendor.

9. Evaluation of Proposals

Treasurer’s Office shall determine each proposal’s compliance with the RFP requirements. Non-compliance proposals, those not meeting with the
Mandatory Requirements, will be eliminated from consideration.

The Treasurer’s Office will evaluate and score proposals on the basis of the following criteria:

A. Ability to perform the required services, determined by general and specific experience in providing these services, a record of past performance of similar work, and the qualifications and training of proposed personnel;
B. Plan for performing the services;
C. Technical ability to provide the services during the term of the contract, including the availability of personnel, equipment and facilities;
D. Pricing; and
E. References.

V. Contractual Requirements

1. Contractual Responsibility

The Treasurer intends to select a Vendor to provide services as specified in this Request for Proposals. By responding to this Request for Proposal, Vendors agree to be substantially bound by the terms of this RFP, with only minor variance allowed. Any material deviations from the services requested herein must be specified in the Vendors’ responses.

2. Illinois Law

Any agreement made in connection with this Request for Proposals is governed in all respects by the laws of the State of Illinois.

2. Tax Compliance

Vendor shall comply with applicable tax requirements and shall pay taxes in a timely manner.

3. Multi-Year Contracts Subject to Re-appropriation

All contracts entered into by the State of Illinois are subject to termination and cancellation in any year for which the General Assembly fails to make
an appropriation to make payments under the terms of the contract.

5. **Most Favored Terms**

If more favorable terms are granted by the selected Vendor to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable services, the more favorable terms will be applicable under the agreement.

6. **Records Retention**

Vendor shall maintain, for a minimum of five (5) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement will be available for review and audit by the Auditor General and the Treasurer. Vendor agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer, and to provide full access to all relevant materials. 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.

7. **Confidentiality and Security Requirements**

The selected Vendor shall be prohibited from using or disclosing confidential information received while providing custodial services. 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.

8. **Indemnification**
Vendor will be required to indemnify, save and hold harmless, the Treasurer, her officers, agents and employees against any liability, including costs and expenses, for violation of general, proprietary right, copyrights or rights of privacy of third parties arising out of the publications, translation, reproduction, delivery, use or disposition of any data furnished in response to this request, or based upon any libelous or any unlawful matter contained therein.

Vendor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to losses due to the negligent acts or omissions, or willful acts of the Vendor, its employees, or agents. The Vendor has a duty to select, with due diligence, all other entities which shall be necessary to implement this Agreement. The Vendor 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.

9. **Subcontractors**

Vendor may not use subcontractors to perform the duties as outlined in this RFP unless the subcontractor is approved, in advance, by the Treasurer. Approved subcontractors will be required to submit State Certifications and Disclosure forms A and B.

10. **Assignment**

Each term and provision of this Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of the Vendor, 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 the Vendor to transfer or assign any rights or obligations related to the provision of services under the Agreement, without the prior written consent of the Treasurer, shall render the 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.
11. **Termination for Cause/Reduction of Fee**

Any Agreement, or any part of an Agreement, entered into as a result of this Request for Proposals may be terminated by the Chief Procurement Officer with the approval of the Treasurer and subject to the determination of the Deputy Chief of Staff for Law and Policy under any of the following circumstances:

A. The Vendor fails to furnish a satisfactory performance within the time specified.

B. The Vendor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

C. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the contract.

D. The Vendor is guilty of misrepresentation in connection with another contract for services to the State and cannot reasonably be depended upon to fulfill their obligations under this RFP with the Treasurer.

E. The Vendor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency.

F. The Vendor disregards laws, ordinances, rules, and/or the reasonable instructions of a contracting officer or acts in violation of any provision of the contract, or the contract conflicts with any statutory or constitutional provision of the State of Illinois or of the United States.

G. Any other breach of contract or other unlawful act by the Vendor occurs.

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

12. **Services**

The Vendor may not modify any service or the manner of providing such service as required under this RFP and subsequent Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.
13. **Ownership**

All documents produced by the Vendor under this Agreement shall become and remain the property of the Illinois State Treasurer.

14. **Independent Status**

Vendor is an independent contractor to the Treasurer. Neither the Vendor nor any persons employed by the Vendor may represent themselves as employees of the Treasurer or the State of Illinois.
STATE 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 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

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.

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 1400.5015 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5015).

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 neither it or its employees and agents are in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30), which prohibits certain officers and their designees from engaging in procurement activities for a certain time period.

12.0 **REPORTING ANTICOMPETITIVE PRACTICES.**

CONTRACTOR shall report any 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 applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #__________________ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

_____ Individual       _____ Real Estate Agent
_____ Partnership     _____ Government Entity
_____ Corporation     _____ Trust or Estate
_____ Sole Proprietorship  _____ Tax Exempt

Organizations (IRS 501 as (a) only)
_____ Not-for-Profit Corporation  _____ Medical and Health Care

Corporations

15.0 LICENSE.

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement.

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION.

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General 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 having or continuing 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 Section 50-30 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 is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person 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. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, or any 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. 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 **SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-10.5 of the Illinois Procurement Code prohibits a business from bidding or entering into a contract with the Treasurer’s Office if the business or any officer, director, partner, or other managerial agent of the business 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 for a period of five (5) years from the date of conviction. CONTRACTOR further acknowledges that the Treasurer’s Office may declare the Agreement void if this certification is false or if CONTRACTOR or any officer, director, partner, or other managerial agent of CONTRACTOR is determined to have 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 during the term of the Agreement.

27.0 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.legis.state.il.us.

28.0 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.

_________________________________________

CONTRACTOR

By: ___________________________________

Signature

___________________________________

Name
STATE 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 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

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 1400.5015 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5015).

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 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).

11.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #__________________ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):
12.0 APPROPRIATION.

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

13.0 RECORDS RETENTION.

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General 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.

14.0 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 having or continuing 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 Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50).

15.0 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).

16.0 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.

17.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person 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. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, or any 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. 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.
18.0 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.

19.0 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.

20.0 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.legis.state.il.us.

21.0 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.

CONTRACTOR

By:

____________________________________
Signature

____________________________________
Name

____________________________________
Title

____________________________________
Date

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

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 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 both 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 $73,813.20 (_____)
Distributive Income Share exceeding 5% (_____)
Distributive Income Share exceeding $73,813.20 (_____)

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, and if the value of the ownership interest of the named individual(s) is $73,813.20 or less, check here (_____)

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds $73,813.20, 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 financial interest identified in Section 1 above, check “Yes” or “No” to indicate which, if any, of the following potential conflicts of interest relationships apply. If “Yes,” please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

<table>
<thead>
<tr>
<th>Relationship</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. State employment, currently or in the previous 3 years, including contractual employment of services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.</td>
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<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.</td>
<td></td>
<td></td>
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<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
any political action committee with either
the Secretary of State or the Federal Board of
Elections.

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 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

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 _______________________

7
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 current contracts (including leases) with other units of State of Illinois government by checking “Yes” _____ or “No” _____.

If “Yes” is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as 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 relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

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 ___________________