

**REQUEST FOR PROPOSAL  
TO PROVIDE PROFESSIONAL SERVICES**

**Relating to  
State of Illinois  
Shared Services Detailed Process Redesign and  
Statewide Systems Requirements Development**

**Issued by the  
State of Illinois  
Executive Office of the Governor  
Governor's Office of Management and Budget**

**June 23, 2006**

**PROPOSAL DUE BY 5:00 PM (CDT), July 14, 2006**

**Governor's Office of Management and Budget  
603 Stratton  
Springfield, Illinois 62706**

**REQUEST FOR PROPOSALS (RFP) TO PROVIDE  
PROFESSIONAL SHARED ADMINISTRATIVE SERVICES MODELING AND CONSULTING  
SERVICES TO THE  
STATE OF ILLINOIS**

**I. INTRODUCTION AND GENERAL INFORMATION**

The State of Illinois (the "State"), through the Governor's Office of Management and Budget ("GOMB"), is requesting proposals for project management assistance as GOMB and various State agencies continue the design and implementation of a Shared Services model for providing administrative and support services to agencies under the Governor (the "Project"). GOMB is responsible for, among other duties, the development, implementation and management of initiatives to increase the operational efficiency of State agencies and organizations. GOMB often needs expert assistance to assist the State in creating opportunities to increase efficiencies and reduce operating and administrative costs.

Over the past three state fiscal years, the State has increased the productivity of its administrative functions by undertaking a major reconstruction and centralization of certain statewide administrative functions. In September 2005, GOMB began a strategic review of the various ways in which the reorganizations undertaken by the State to date could be enhanced and further efficiencies obtained. In particular, GOMB and representatives of at least ten State agencies (the "Steering Committee" or "Committee") considered ways in which sharing support and administrative services among State agencies with similar core missions could improve service delivery and administrative efficiency. Based on assumptions made by the Committee, an opportunity analysis and high-level implementation plan was prepared for a shared services model implementation, portions of which are attached hereto as **Attachment A**.

Based upon the Committee's conclusions and the results of the opportunity analysis, the State seeks to implement a shared services model through the reorganization of State agency administrative and support functions into shared services centers (beginning with the reorganization of public safety and administrative agencies into shared services centers in Fiscal Year 2007) as well as through the design and implementation of statewide fiscal and human resources information systems improvement plans.

Pursuant to Executive Order 06-06, the State will begin to reorganize its administrative and support processes through the FY 2007 reorganization of certain public safety and administrative agencies. This reorganization, and a concurrent redesign of business processes to be reorganized, will commence in accordance with a preliminary detailed implementation plan developed in Spring 2006, (the "Implementation Plan"), a copy of which is attached hereto as **Attachment B**. The State seeks a vendor (or vendors) to provide professional and consulting services to support the execution of the Implementation Plan, provide additional strategic planning services for other potential reorganizations contemplated in the opportunity analysis, and assist in reviewing requirements and drafting requests for proposals relating to statewide information systems improvement, all as set forth in the Scope of Services included herein.

GOMB anticipates that the services of the firm or firms selected under this RFP (the "Shared Services Advisor" or "Advisors") will be provided pursuant to the terms of a State standard form contract (the "Contract") extending through June 30, 2008, subject to the early termination provisions provided therein. The Contract may be extended at the State's option for up to two

additional one-year periods. The State reserves the right to issue additional RFPs and enter into additional contracts for these or any other types of services during the Contract period and to modify the Project scope of work, deliverables and timetable from time to time as it deems appropriate. Accordingly, the Implementation Plans included as Attachments A and B are intended only to be representative of the State's vision for this project, and may also be modified from time to time by the State. The State further reserves the right to assign certain of its obligations (not related to the Scope of Services) under the Contract to one or more State agencies or entities, as the State deems appropriate.

***Proposals must be received no later than 5:00 p.m. (Central Daylight Savings Time), July 14, 2006 to be considered. Bidders may submit electronic copies of their proposals in Adode.pdf format only in lieu of hard copy for purposes of the submission deadline, provided that the required hard copies described below are transmitted to the State with a postmark or other relevant unalterable third-party delivery confirmation of transmission of not later than the deadline set forth above. Electronic copies are to be transmitted to "rfp\_responses@omb.state.il.us". Do not submit any fee-related bid information in electronic form. A hard copy of all required sealed fee-related bid information described in this RFP must be received by GOMB at either its Springfield or Chicago office address as set forth below by the 5:00 p.m., July 14, 2006 deadline. The State will retain, and is under no obligation to return, all materials submitted in response to this request. Firms mailing a proposal should allow sufficient mail delivery time to ensure timely receipt. Failure to furnish any information requested within, or respond to any portion of or submit any material required by the terms of this RFP, including without limitation, the information required pursuant to Appendices A and B attached hereto, may disqualify a proposal. Four hard copies of your proposal (limited to 30 pages, including any appendices you create but excluding any work plan you may attach and all appendices, certifications and disclosures required herein) must be submitted to GOMB's Springfield, Illinois offices care of Shared Services RFP Responses, Governor's Office of Management and Budget, 603 Stratton Building, Springfield, Illinois 62706. Copies may be sent to GOMB's Chicago, Illinois offices at: J.R. Thompson Center, Suite 15-100, 100 West Randolph Street, Chicago, Illinois 60601. Please provide one copy of your proposal unbound among the four hard copies. Failure to provide all requested information or otherwise comply with these provisions may disqualify your proposal.***

Parties that intend to respond are asked to confirm receipt of the entire RFP document via fax at (217) 524-4876, attention: "Shared Services - Phase III RFP Responses" no later than July 14, 2006. GOMB plans to select finalist(s) as soon as possible after the RFP submission deadline.

**At the discretion of GOMB, if appropriate and advisable, there will be a bidders' conference to address any questions about this RFP tentatively scheduled for June 28, 2006, at GOMB's Springfield, Illinois office. Please watch the GOMB website ([www.state.il.us/budget](http://www.state.il.us/budget)) for further details on this conference, and any other additional information regarding this RFP.**

This RFP (including certifications) also is available on GOMB's website or on the Illinois Procurement Bulletin at [www.purchase.state.il.us](http://www.purchase.state.il.us). The State may also post on its website or send out supplemental information before the response date to firms indicating intent to respond. The State is not liable for any costs incurred by respondents in replying to this RFP and reserves the right to reject any and all proposals with or without cause.

## **II. PROJECT GOALS**

A. To reorganize the support and administrative business processes of certain State agencies in accordance with the Implementation Plan attached, including redesigning business processes, retraining employees and effectively managing workforce transition as set forth therein.

- B. To provide strategic support and assistance in developing additional detailed implementation plans and ultimately transforming certain other support functions at other State agencies into three additional shared services centers in the manner set forth in the opportunity analysis, attached as Attachment A.
- C. To perform a review of existing statewide information systems, and in conjunction with the business process redesign occurring concurrent with shared services reorganization, to design requirements for statewide information systems (particularly fiscal and human resources systems) required by the shared services centers. The Project will also include the drafting, review and analysis of requests for proposals relating to the design and implementation of statewide information systems.
- D. The State may modify the Project Goals described hereinabove to include or exclude such services, State agencies and functions as it may deem appropriate from time to time.

### **III. SCOPE OF SERVICES**

GOMB seeks consulting and professional services to continue certain initiatives the State has undertaken in connection with the transition to shared support and administrative services. A detailed description of the State's Shared Services Vision may be found in the Fiscal year 2007 Budget Book (available on the GOMB website: [www.state.il.us/budget](http://www.state.il.us/budget)) and in the extracts of the opportunity analysis for Shared Services attached hereto as Attachment A.

In particular, the State requires services of a vendor (or vendors) on three projects, each of which may be bid on independently or jointly. For each project described below, GOMB, or its designee, will retain the sole discretion to determine whether the vendor will perform any services set forth in any plan of work developed by the vendor and/or GOMB. No work shall commence without the prior approval of GOMB. All work is to be performed to meet anticipated deadlines and provide deliverables in advance of various budgeting process milestones, often under significant time constraints. Consequently, please be advised that the "duration" estimates in Attachment B are preliminary estimates and should not be relied upon during the preparation of proposals.

For each of the three projects, GOMB will require certain deliverables which fulfill the project requirements. Sample deliverables are listed for each of the three projects; however, required deliverables are subject to change at the discretion of GOMB. GOMB also retains the right to condition payment under any awarded contract under any project(s) on GOMB's receipt of deliverables.

#### **A. Implementation of Public Safety and Administrative Shared Services Centers**

The State seeks a vendor (or vendors) to perform consulting and professional services required by the State in order to facilitate the reorganization of the support and administrative functions of:

1. The Departments of Corrections, State Police, Illinois Emergency Management Agency, Military Affairs, Criminal Justice Information Authority, and State Fire Marshal (collectively, the "Public Safety Agencies") into a Public Safety Shared Services Center; and
2. The Departments of Central Management Services, Revenue, Financial and Professional Regulation, and other related agencies (collectively, the "Administrative Agencies") into an Administrative Shared Services Center.

The State will require all services necessary to effectuate the reorganization, a detailed plan for which is set forth in the Implementation Plan (Attachment B). Services required to execute the Implementation Plan will include, without limitation, business process redesign for processes identified in Attachment A of included fiscal and human resources processes, provision or development of templates and common processes and tools to be used to capture and report data, refinement of plan and Business Case as needed based on approval from the project team, incorporation of government and industry leading practices in detailed design, change management relating to the transition of various employees from State agencies into the new Public Safety and Administrative Shared Services Centers, incorporation of other agencies as determined in the design detail in order to capture all intricacies, consulting services relating to communications with employees, the public and other stakeholders and consultation and participation in employee training. All of the services required herein are subject to change as determined by the project team.

The vendor (or vendors) performing business process redesign services in connection herewith will be expected to compile and produce a detailed design book or equivalent work product. The vendor (or vendors) providing these services will also provide all information (or include within their services provided pursuant to subsection C below) necessary or desirable to facilitate the creation of detailed systems requirements relating to statewide information systems as a result of the business process redesign conducted concurrent herewith.

Proposed Deliverables:

1. Detailed evaluation of recommended practices in each of the business processes referenced in Attachment B (with particular reference to processes supported by integrated information technology systems), employee training, and workforce transition.
2. Proposals for employee training, and workforce transition.
3. Periodic progress reports on benefits and challenges of implementation processes.
4. Detailed design book for each redesigned process and for Shared Services Center.

**B. Strategic and Implementation Services for Other Shared Services Centers**

The State seeks a vendor (or vendors) to perform consulting and professional services required to facilitate the reorganization of all other State agencies under the direction of the Governor into three additional Shared Services Centers. A proposed list of State agencies and proposed Shared Service Center affiliation may be found in Attachment A, page 11. Initial work on development of implementation plans for other Shared Services Centers is anticipated to begin on or around January 1, 2007 and to be complete by May 1, 2007. Creation of additional Shared Services Centers is expected to commence on or around July 1, 2007.

1. Detailed Implementation Plans

For each additional Shared Services Center to be formed, the State will require the creation of a detailed implementation plan and will require the vendor (or vendors) selected to provide consulting services to collaborate with GOMB and affected agencies under the Governor to develop such detailed implementation plans. Detailed implementation plans for each Shared Services Center will be in form and substance similar to the Implementation Plan attached hereto as Attachment B, and should take into consideration work completed by the Public Safety and Administrative Agencies.

## 2. Reorganization Services

The State will require all services necessary to effectuate the reorganization of each additional Shared Services Center as set forth in the detailed implementation plan produced for other Shared Services Centers pursuant to this Section III. B. 2. Services set forth in such detailed implementation plan will include, without limitation, provision or development of templates and common processes and tools to be used to capture and report data, refinement of plan and Business Case as needed based on approval from the project team, change management relating to the transition of various employees from State agencies into the new Public Safety and Administrative Shared Services Centers, incorporation of other agencies as determined in the design detail in order to capture all intricacies, consulting services relating to communications with employees, the public and other stakeholders and consultation and participation in employee training.

The vendor (or vendors) providing these services will be expected to provide all information (or include within their services provided pursuant to subsection C below) necessary or desirable to facilitate the creation of detailed systems requirements relating to statewide information systems as a result of the business process redesign conducted concurrent herewith.

### Proposed Deliverables:

1. Additional detailed implementation plans for the transformation of other support functions at other state agencies.
2. Periodic progress reports on benefits and challenges encountered in the review of existing implementation plans and in the development of additional implementation plans.

## **C. Statewide Information Systems Requirements, Vendor Selection and Quality Assistance Services**

The Bureau of Communication and Computer Services (BCCS) began the process of IT Rationalization and Consolidation in 2003. This ongoing initiative created an enterprise Shared Services model for Information Technology and Telecommunications services throughout the State. As part of this initiative, BCCS established an Enterprise Architecture that includes Technical and Business Reference Models, a comprehensive Governance and Program/Project Management process, and a roadmap for consolidating the infrastructure and resources supporting twelve of the largest State agencies.

The Enterprise Program Management Office (EPMO) within BCCS will be initiating the Fiscal Year 2008 IT Strategic Planning process in July of 2006, and will continue its development of Business Process Management standards and tools.

BCCS has established a Policy Review Board (PRB) that develops administrative policies, procedures, and standards; it has also established an Architecture Rationalization Board (ARB) that administers technology standards. In addition, BCCS has embraced several industry best practices, including Information Technology Infrastructure Library (ITIL) for operations management, Project Management Institute (PMI) for Program/Project Management, Control Objectives for Information Technology (CoBIT) or Quality Assurance and Auditing, etc.

The State seeks a vendor (or vendors) to cooperate with BCCS in regards to the programs and initiatives above, and to provide professional and consulting services for the strategic design and requirements generation of a request for proposal relating to the design and implementation of integrated statewide information systems for the processes indicated in Attachment A, in order to integrate and support each of the Shared Services Centers referenced above and in Attachment A, including, without limitation, a statewide automated timekeeping system. Supplemental information relating to the preparation of requirements for a statewide automated timekeeping

system will be provided as a supplement to this request for proposal prior to the bidder conference on GOMB's website. In particular, the State will require all consulting services necessary to effectuate tasks including, without limitation, the following:

- Analysis of “as-is” state of State of Illinois IT architecture and creation of implementation plan to integrate statewide financial and human resources systems into existing architecture;
- Determination of systems requirements for statewide financial and human resources systems, taking into account (a) the results of business process redesign performed in relation to Shared Services Center reorganization and (b) the need to integrate statewide systems into existing legacy systems and/or new statewide systems;
- Determination of government and industry leading practices, as an introduction to the possibilities available in the market, taking into account any particular requirements involved in government IT restructuring.
- Assistance in drafting and development of a request for proposal for the design and implementation of such statewide information systems, including review of requests for proposal, but specifically excluding selection of a vendor pursuant to such request for proposal; and
- Upon selection by the State of a vendor to provide services set forth in such request for proposal, provide quality assurance and related project management services with regard to the design and implementation of integrated systems.

Because the vendor awarded this project will provide assistance with the drafting and evaluation of such request for proposal, the vendor awarded this project will be specifically excluded from consideration for the award of any contract to provide services related to the request for proposal for information systems design and implementation.

Proposed Deliverables:

1. Detailed review of existing statewide information systems.
2. Detailed description of requirements for statewide information systems.
3. Language for inclusion in GOMB’s request for proposals relating to the design and implementation of statewide information systems.

**IV. RESPONSE TO REQUEST FOR PROPOSALS**

All respondents must respond to questions A through F and submit all information required by the Attachments and Appendices hereto. **Respondents must present proposals in the same sequence and with the same letter scheme as in this Section IV.** *Please make specific reference in the response, as well as in any accompanying cover letter or document, to any legitimately and appropriately confidential or proprietary material contained in the response.*

- A. Describe your firm and its capabilities, highlighting prior involvement with the State of Illinois, the State’s administrative operations and/or other operations of comparable size and complexity. Identify similar projects that your firm has overseen, providing reference names and contact information of clients for which your firm undertook similar projects. Expound upon your subject matter expertise as it would apply to the each project described in this RFP. If responding to Items III. A. or III. B. above relating to business process redesign, explain what process tools you will employ and how these process tools integrate with the development of requirements for statewide integrated information systems; include in this explanation a sample plan for employment of the process tools. For each project to which you respond, clearly indicate any current or past contracts your firm has held to provide advisory services of a similar nature to GOMB or any other State entities.

- B. Provide a list of firm references, especially other state bodies or agencies. Identify any shared services business process redesign and statewide information systems design and implementation engagements undertaken in the last three years. If applicable, summarize the most recent engagement.
- C. Identify the person or persons in your firm who would be the project leader(s) and team members who would provide services under each project listed in the Scope of Services, and describe in detail each leader's and team member's background, including educational and professional background, professional certifications, and knowledge of and experience in working with government operations and administrative services. Provide a staffing plan for work under this RFP, and indicate the roles, responsibilities, and estimated time dedicated to the project of each assigned individual.
- D. Detail any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against your firm (provide attachment if necessary). Also describe any civil litigation pending or concluded within the last three years against your firm (provide attachments if necessary). Also describe the nature of any conflicts of interest that you believe exist or may arise.
- E. Summarize your firm's anti-discrimination and affirmative action/equal opportunity policies. Summarize your firm's female and minority recruitment, development and employment practices, including the number of women, minority and disabled professionals in your firm, their level of seniority within the firm and whether, and in what capacity such professionals might provide services to the State in this engagement.
- F. **Provide one copy only of fee-related information in a separate sealed envelope. The pricing for your bid should be formulated in three alternatives and submitted in a form similar to that attached hereto as Attachment C: 1) with a schedule of hourly rates (including estimated hours worked) for professionals whom would be assigned to the matters covered by this RFP, 2) on the basis of a single blended hourly rate (including estimated hours worked) for all professionals, regardless of level, to be assigned to the matters covered by this RFP, and 3) on set "not to exceed" pricing by deliverable based upon the sample deliverables included in each section hereof. In addition to cumulative pricing for your bid, you should also provide separate pricing with regard to each project bid upon as listed in the Scope of Services. Fees should include all out-of-pocket expenses. Do not include any reference to fees in the body of your RFP response. Your firm name should be clearly labeled on the outside of your bid envelope. Failure to comply with these provisions may result in disqualification of your firm.**

## V. EVALUATION AND SELECTION PROCESS

Responses to the RFP will be evaluated on the basis of respondents' answers to A through F above, and the following criteria: the qualifications of the responding firms and the assigned individual(s), with emphasis on knowledge of and experience with business process re-design, implementation and change management for large-scale reorganizations, statewide information technology systems requirements and request for proposal design and drafting and quality control implementation under circumstances similar to those described in this RFP, and ability to provide low cost high quality service to the State. Fees and services may be subject to negotiation.

Vendors may bid on all or any of the projects listed in this request for proposal independently, and GOMB will score each project bid through an independent evaluation process using consistent scoring as set forth below. One or more vendors may be selected to provide services on the projects set forth independently in the Scope of Services, and GOMB reserves the right to select multiple vendors to provide the services set forth herein.

This contract includes a specific Business Enterprise Program (BEP) utilization goal of 19% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the State will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal.

A point ranking system or other evaluation methods are tools GOMB often, but not always, uses to aid it in the evaluation process. GOMB reserves the right to use its discretion to eliminate any responses it deems unacceptable.

GOMB will determine whether and to what extent responses satisfy the scope of services required of the vendor(s) in terms of "responsiveness" to the requirements of this RFP. GOMB will rank offers, without consideration of price, from most to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation.

We will determine whether any failure to supply information, or the quality of information provided, will result in rejection or downgrading the response. Vendors who do not rank sufficiently high need not be considered for price evaluation and award.

The offeror(s) whose offer best meet(s) GOMB's requirements will be eligible for award consideration. If GOMB does not consider the pricing submitted with an offer to be fair and reasonable and a vendor fails to timely offer pricing GOMB considers appropriate in response to GOMB's request therefor, GOMB may award the engagement to another vendor. GOMB will determine whether the pricing offered is fair and reasonable by considering all components of the vendor's offer, including the vendor's qualifications and reputation, all pricing proposals submitted, other known prices, project budget and other relevant factors.

The point evaluation system is described below:

The total number of points for "responsiveness" for each project is 700.

Vendors who do not receive 450 of the 700 total "responsiveness" points need not be considered for price evaluation and award.

The elements of responsiveness to be evaluated and their relative weights are:

<u>Elements</u>	<u>Weight</u>
Ability to Achieve Goals	200
Resources/Workplan	250
Vendor Experience	250

Price will be a weighted element except for Requests for Proposals for Professional & Artistic Services (RFP P&A). For RFP P&As, price will not be considered in determining the most qualified vendor, but prices submitted by all vendors will be used in negotiating a fair and reasonable price for the services.

The total number of points for "price" is 300.

The maximum number of points an offer can receive is 1000 (Responsiveness 700 + Price 300).

**Alternative Evaluation:** If three or fewer offers are received, the offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

## Appendix A

### CERTIFICATIONS

The undersigned (“VENDOR”) certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

**Non-discrimination--Federal Requirements.** VENDOR, its employees and subcontractors, agree to comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and rules (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the VENDOR certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

**(5 ILCS 385/3) Default on Repayment of Educational Loan.** No State agency shall contract with an individual for goods or services if that individual is in default on an educational loan. A partnership shall be considered barred if any partner is in default on an educational loan.

**(30 ILCS 105/15a) Early Retirement.**

- a) VENDOR has informed the director of GOMB in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items.
- b) VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items.

**(30 ILCS 500/50-5) Bribery.**

- a) No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer’s or employee’s official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

- c) For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

**(30 ILCS 500/50-10) Felony Conviction.** Unless otherwise provided, no person or business entity convicted of a felony shall do business with the State of Illinois or any State agency from the date of conviction until 5 years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

**(30 ILCS 500/50-10.5) Sarbanes-Oxley Felony Conviction.** Unless otherwise provided, no person or business entity, nor any officer, director, partner, or other managerial agent of person or business entity, who 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 shall do business with the State of Illinois or any State agency until at least 5 years have passed since the date of the conviction. VENDOR further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false.

**(30 ILCS 500/50-11) Debt Delinquency.**

- a) No person shall submit a bid for or enter into a contract with a State agency under this Code if that person knows or should know that he or she is delinquent in the payment of any debt to the State, unless the person has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Board.
- b) Every bid submitted to and contract executed by the State shall contain a certification by the bidder or contractor that the contractor is not barred from being awarded a contract under this Section and that the contractor acknowledges that the contracting State agency may declare the contract void if the certification completed pursuant to this subsection (b) is false.

**(30 ILCS 500/50-12) Illinois Use Tax.** VENDOR and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.

**(30 ILCS 500/50-13) Interest of State Employee, Spouse and Minor Children.**

- a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois (\$90,420.00), or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or

- (ii) an amount in excess of the salary of the Governor (\$150,700.00), to have or acquire any such contract or direct pecuniary interest therein.
- c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor (\$301,400.00), to have or acquire any such contract or direct pecuniary interest therein.
- d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- f) Exceptions.
- (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
- (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
- (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
- (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
- (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Public Aid, the Department of Public Health, or the Department on Aging.
- g) Penalty. A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

**(30 ILCS 500/50-25) Inducements.** Any person who offers or pays any money or valuable thing to any person to induce him or her not to bid on a State contract is guilty of a Class 4 felony. Any person who accepts money or other valuable thing for not bidding on a State contract or who withholds a bid in

consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

**(30 ILCS 500/50-30) Revolving Door Prohibition.** Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999.

**(30 ILCS 500/50-40) Reporting Anticompetitive Practices.** When, for any reason, any vendor, bidder, contractor, or designee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State, a notice of the relevant facts shall be transmitted to the Illinois Attorney General and the chief procurement officer. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process **(30 ILCS 500/50-45)**, or any current or former elected or appointed State official or State employee to knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person **(30 ILCS 500/50-50)**.

**(30 ILCS 580) Drug-free Workplace.** No grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that grantee or contractor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance may have a contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years. **CONTRACTOR/GRANTEE:** For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a) Publishing a statement for the purpose of: (1) 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; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will abide by the terms of the statement and 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: (1) the dangers of drug abuse in the workplace; (2) the grantee's or contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug violations.

- c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subsection (a)(3) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any 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 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.

**INDIVIDUALS:** If VENDOR is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. This requirement applies to contracts of more than \$5000.

**(30 ILCS 582) International Anti-boycott.** Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding \$10,000 shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-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 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**(720 ILCS 5/33E-3) Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for five years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code.

**(720 ILCS 5/33E-4) Bid-rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**(775 ILCS 5/2-105) Equal Employment Opportunities -- Affirmative Action/Sexual Harassment.** Every party to a public contract and every eligible bidder shall:

- a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b) Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action; the equal employment opportunity clause of the Department' rules is specifically incorporated herein.
- c) Provide such information, with respect to its employees and applicants for employment, and
- d) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the VENDOR's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request. Out of state vendors may utilize the VENDOR's state's equivalent of the Department and Commission.

**(775 ILCS 25/2) Discriminatory Club Dues.** No private organization which sells goods or services to the State pursuant to the Illinois Procurement Code, nor any private organization which receives any award or grant from the State, nor any public body may pay any dues or fees on behalf of its employees or agents or may subsidize or otherwise reimburse them for payments of their dues or fees to any discriminating club. "Discriminatory club" means a membership club, organization, association, or society, or the premises thereof, which practices discrimination in its membership policy or in access to its services and facilities, except any facility, as to discrimination based on sex, which is distinctly private in nature such as restrooms, shower rooms, bath houses, health clubs and other similar facilities for which the Illinois Department of Human Rights, in its rules and regulations, may grant exemptions based on bona fide considerations of public policy.

**(PA 93-0307) Forced Labor.** VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State

under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

**(30 ILCS 500/20-65) Audit/Retention of Records.** VENDOR and its subcontractors shall maintain books and records related to performance of this CONTRACT or subcontract and necessary to support amounts charged to the State in accordance with applicable law, terms and conditions of this CONTRACT, and generally accepted accounting practice. VENDOR shall maintain these books and records for a minimum of three (3) years after the completion of the CONTRACT, final payment, or completion of any CONTRACT audit or litigation, whichever is later. All books and records shall be available for review or audit by GOMB, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to VENDOR, or subcontractor, GOMB shall adjust future or final payments otherwise due. If no payments are due and owing to VENDOR, or if the overpayment exceeds the amount otherwise due, VENDOR shall immediately refund all amounts which may be due to GOMB. Failure to maintain the books and records required by this Section shall establish a presumption in favor of GOMB for the recovery of any funds paid by GOMB under the CONTRACT for which adequate books and records are not available to support the purported disbursement.

**BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

**AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** GOMB shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, GOMB'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. GOMB shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

**SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by GOMB at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to GOMB'S director if VENDOR solicits or intends to solicit for employment any of GOMB'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

This information is submitted on behalf of:

\_\_\_\_\_

(name of VENDOR)

Official authorized to sign on behalf of VENDOR:

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Name:** \_\_\_\_\_

**Taxpayer Identification Number:**

Social security number \_\_\_\_\_

or

Employee identification number \_\_\_\_\_

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status** (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Government                            |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien                     |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust                       |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non-Corp.)                  |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Other: _____                          |

Official authorized to sign on behalf of vendor:

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CONFLICTS OF INTERESTS DISCLOSURES**

**Instructions.** The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**30 ILCS 500/50-13 and 50-35 a,b,h**).

VENDOR shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the VENDOR is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

**VENDOR Information.** This disclosure information is submitted on behalf of (show official name of VENDOR, and if applicable, d.b.a. and parent):

(Name of VENDOR)\_\_\_\_\_

(d.b.a., if used)\_\_\_\_\_

(Name of any parent organization)\_\_\_\_\_

Address\_\_\_\_\_

Contact Person:

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Address:\_\_\_\_\_

Phone/Fax:\_\_\_\_\_

**Section 1 - Sec. 50-13 Conflicts of Interest.**

- (a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois (\$90,420.00), or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$150,700.00), to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor (\$301,400.00), to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (f) Exceptions.
  - (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
  - (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
  - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
  - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
  - (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

**CHECK ONE:**

- \_\_\_\_\_ No Conflict of Interest
- \_\_\_\_\_ Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual.

**Section 2: Disclosure of Financial Interest in the Vendor**

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection "a," below. Publicly traded corporations may complete subsection "b" and privately held corporations with more than 400 shareholders may complete subsection "c" in lieu of completing subsection "a."

- (a) **General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank \_\_\_\_\_, skip Section 3, but complete Section 4.

- Ownership exceeding 5% (\_\_\_\_)
- Ownership value exceeding \$90,414.6 (\_\_\_\_)
- Distributive Income Share exceeding 5% (\_\_\_\_)
- Distributive Income Share exceeding \$90,414.6 (\_\_\_\_)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

For each individual identified above, show:

the dollar value of the ownership interest: \$ \_\_\_\_\_

or

the proportionate share of the ownership interest: \_\_\_\_\_ %\*

and

the type of ownership/distributable income share:

sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_

other (explain) \_\_\_\_\_

*\*For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:*

*1% \_\_\_\_\_ 1 up to 2% \_\_\_\_\_ 2 up to 3% \_\_\_\_\_ 3 up to 4% \_\_\_\_\_*

*4 up to 5% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %*

*For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:*

*0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 1.5% \_\_\_\_\_*

*and as appropriate in additional 0.5 increments \_\_\_\_\_ %*

- (b) **Publicly traded corporations subject to SEC reporting requirements.** These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. FORM SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

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

- (c) **Privately held corporations with more than 400 shareholders.** These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting 17 CFR information \_\_\_\_\_.

### **Section 3: Disclosure of Potential Conflicts of Interest.**

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- |   |          |         |
|---|----------|---------|
| a. State employment, currently or in the previous 3 years, including contractual employment of services (directly with the individuals identified in Section "1" in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section "4").   | Yes ____ | No ____ |
| b. State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.   | Yes ____ | No ____ |
| c. Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.   | Yes ____ | No ____ |
| d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes ____ | No ____ |
| e. Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes ____ | No ____ |
| f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes ____ | No ____ |
| g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  | Yes ____ | No ____ |
| h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  | Yes ____ | No ____ |
| i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.  | Yes ____ | No ____ |

- j. Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or 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 information is submitted on behalf of:

\_\_\_\_\_   
 (name of **VENDOR**)

Official authorized to sign on behalf of **VENDOR**:

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Appendix B

### Minority, Female, Persons with Disability Status and Subcontracting

The Agency takes all necessary and reasonable steps to ensure nondiscrimination in matters relating to the solicitation and award of contracts. In addition, this section of the solicitation implements the policy and the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

**VENDOR ASSURANCE.** The Vendor makes the following assurance and agrees to include the assurance in each subcontract that the Vendor signs with a subcontractor or supplier:

The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

**CONTRACT GOAL TO BE ACHIEVED BY THE VENDOR.** This contract includes a specific Business Enterprise Program (BEP) utilization goal of 19% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal.

**CERTIFIED VENDOR LOCATOR REFERENCES.** Vendors may consult CMS' BEP Certified Vendor Directory, as well as the directories of other certifying agencies. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

**BIDDING PROCEDURES.** Compliance with this Attachment is required prior to the award of the contract and the failure of the Vendor to comply will render the bid/proposal non-responsive.

The following subsections are guidelines for the Vendor's response to Appendix B and Appendix C (the Utilization Plan). A format for the Utilization Plan is included as the last two pages of this Attachment. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. **The Utilization Plan must be submitted in a separate, sealed envelope or container in the Offer Container.**

- a) The bid/proposal as initially submitted must contain an acknowledgement of this Attachment and a verification that the Utilization Plan has been provided at the time of proposal submission. Failure to submit a Utilization Plan shall render the bid non-responsive.
- b) The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so. The Utilization Plan must provide the name and contact information of the Vendor's official responsible for compliance with this Attachment.
- c) The Utilization Plan shall include, for each certified vendor proposed for the performance of work to achieve the contract goal, the following:
  - (1) The name and address of each certified vendor to be used;

- (2) A detailed description of the commercially useful work to be done by each certified vendor;
  - (3) The price to be paid to each certified vendor for the identified work specifying the quantity, unit price and total subcontract price;
  - (4) A letter of intent between the Vendor and the certified vendor(s) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan;
  - (5) If applicable, an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
- d) An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited.
  - e) The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive.
  - f) The goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.
  - g) The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

**CALCULATING CERTIFIED VENDOR PARTICIPATION.** The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. The selected Vendor is only able to count toward the contract goal the value of payments made for the work actually performed by certified BEP vendors. Credit during contract performance will be given for payments to CMS certified BEP vendors. Counting guidelines are summarized below:

- a) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- b) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- c) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's

subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

- d) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- e) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
  - (1) The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
  - (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- f) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
  - (1) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - (2) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified

vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

- g) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

**GOOD FAITH EFFORT PROCEDURES.** If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

- a) The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.
  - (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid.
  - (2) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
  - (4) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
  - (5)
    - a. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work.
    - b. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its

own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

- (6) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
  - (7) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
  - (8) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (9) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- b) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
- c) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

**CONTRACT COMPLIANCE.** Compliance with this Attachment is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- a) The Utilization Plan may not be amended without the Agency's prior written approval.

- b) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of this Attachment and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- c) Substitutions of a certified vendor shall be permitted under the following circumstances:
- (1) Unavailability after receipt of reasonable notice to proceed;
  - (2) Failure of performance;
  - (3) Financial incapacity;
  - (4) Refusal by the certified vendor to honor the bid or proposal price or scope;
  - (5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - (6) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
  - (7) The certified vendor's withdrawal of its bid or proposal; or
  - (8) Decertification of the certified vendor.
- d) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- e) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- f) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- g) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- h) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency

shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

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

**Utilization Plan**  
**Response to Appendix B**

The following Utilization Plan is \_\_\_\_\_'s (the Vendor) response to Appendix B – Minority, Female, Persons with Disability Status and Subcontracting and is submitted as part of our proposal.

\_\_\_\_\_ (the Vendor) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: *We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.*

We acknowledge the requirements of Appendix B, Minority, Female, Persons with Disability Status and Subcontracting, and are submitting this Utilization Plan with the proposal.

We understand that compliance with Appendix B is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor's person responsible for compliance with Appendix B:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Telephone: (    ) \_\_\_\_\_ extension \_\_\_\_

Email: \_\_\_\_\_

We submit one (1) of the following statements:

- We are certified with BEP and plan to fully meet the BEP utilization goal through self-performance.
- We attach Section I, to demonstrate our Plan fully meets the BEP utilization goal of 19% through subcontracting.
- We attach Section I, to detail that we do not fully meet the BEP utilization goal of 19%. We also attach Section II, Demonstration of Good Faith Efforts.

**Section I**  
**Utilization of Certified Vendors**

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

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

- (1) The proposed certified vendor's company name and address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- Certified with the CMS Business Enterprise Program (BEP)
- Has submitted application for certification with BEP
- Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

- (5) A joint venture agreement is not required, as the arrangement between \_\_\_\_\_ and \_\_\_\_\_ is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between \_\_\_\_\_ and \_\_\_\_\_  
is included in lieu of Appendix C.

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

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

## Section II

### Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

#### Section II A

##### Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

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

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

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

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

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

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

#### Section II B

##### Good Faith Efforts Contacts Log For Soliciting BEP Subconsultant, Subcontractor or Supplier Participation

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

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

**Appendix C**

**Letter of Intent (LOI)**

**Between Prime Vendor and Certified Vendor**

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

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

Name of Prime Vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Project Name \_\_\_\_\_

Proposed Contract Amount \$ \_\_\_\_\_

Project/Solicitation Number: \_\_\_\_\_

Name of certified vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Type of agreement:  Services  Supplies  Both Services/Supplies

Type of payment:  Lump Sum \_\_\_\_\_  Hourly Rate \_\_\_\_\_  Unit Price \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Proposed Subcontract Amount \$ \_\_\_\_\_

Description of work to be performed by certified vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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Signature

---

Signature

---

Printed Name

---

Printed Name

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 2006.

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 2006.

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Notary Public

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Notary Public

My Commission expires: \_\_\_\_\_

My Commission expires: \_\_\_\_\_