

**Judicial Branch  
PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager  
FROM: James Redlich, Assistant Director, Court Services Division  
DATE: March 20, 2008  
SUBJECT: **Data Collection and Analysis Needs Assessment**

Invitation for Bids (IFB)  
 Request for Proposals (RFP)  
 Request for Proposals Professional and Artistic Services (RFP P&A)

The Administrative Office of the Illinois Courts (AOIC) is requesting offers from responsible vendors to meet the Judicial Branch's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

**Brief Description:**

The AOIC, which manages all technical, fiscal and program components of the federally-funded State Court Improvement Program (CIP) for child welfare, is planning to conduct a Needs Assessment to help determine, document, and plan for the development and implementation of a statewide, uniform data collection and case tracking methodology designed to capture specific information related to child abuse, neglect, and dependency juvenile court cases.

Currently, a uniform statewide data collection system related to juvenile abuse cases does not exist in the State of Illinois. The primary long-term goal is to develop and implement a statewide data system that will enable collection and exchange of county specific circuit court data to measure the court's efficiency and effectiveness in ensuring safety, permanency, due process, and timeliness in juvenile abuse, neglect, and dependency court cases and in complying with federal guidelines and Illinois statutes.

However, the AOIC must first examine the current status of the circuit courts' information technology systems and their juvenile abuse data collection practices and sources by conducting a Needs Assessment. These findings will then be used to determine and address the most crucial issues in order to build court improvement efforts, which will lead to future activities of implementing a uniform data collection system and regular practice of on-going performance measurement throughout the state.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers." This section advises what you need to know and do when preparing and submitting an offer to us. It also tells how we will evaluate your offer. The first page of the Instructions, the "Custom Page," will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposals and may sometimes be called a "bid" or "proposal".
  
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your company requested in the "Vendor Prequalification" section, including certain conflict of interest

disclosures. Your response to this solicitation is voluntary, but without requested information we will not be able to consider your response.

Please read the entire solicitation package and submit your offer in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. Do not submit the Instruction pages with your offer. You should keep the Instructions and a copy of your offer (Solicitation Response Forms) for future reference.

**INSTRUCTIONS FOR SUBMITTING OFFERS**  
**(CUSTOM PAGE)**

**1.1 SUBMIT OFFERS TO:**

Administrative Office of the Illinois Courts  
James Redlich, Assistant Director  
Court Services Division  
3101 Old Jacksonville Road  
Springfield, IL 62704-6488

**LABEL:**

Administrative Office of the Illinois Courts  
James Redlich, Assistant Director  
Court Services Division  
3101 Old Jacksonville Road  
Springfield, IL 62704-6488  
Attn: Data Collection and Analysis Needs  
Assessment

Electronic Format Requested \_\_\_\_\_

(Note: Offers will be opened at the above address.)

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**1.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** April 18, 2008

**Time:** no later than 4:00 p.m.

A Letter of Intent is requested prior to the RFP proposal submission date. A Letter of Intent will be used to gauge the level of interest for this project announcement and plan for the application review process. The letter is not a requirement and is non-binding. Please mail, fax, or email the Letter of Intent to the Project Contact no later than April 9, 2008 by 4:00 p.m.

**1.3 NUMBER OF COPIES:** Submit a signed original and 5 copies of your offer in a sealed container. *If this is a Request for Proposals, submit price in a separate sealed envelope in the Offer Container.*

**1.4 OFFER FIRM TIME:** 90 Days from Opening

**1.5 SECURITY:** Offer \$ n/a Performance \$ n/a

**1.6 VENDOR CONFERENCE/SITE VISIT:**  X  Yes   No  
**Mandatory Attendance:**   Yes  X  No

**Date and Time:**

April 4, 2008 at 10:00 a.m.(Central)

**Location:**

3101 Old Jacksonville Road, Springfield, IL

**Call-In Line:**

If unable to travel, please email the project contact to receive a call-in and code number at least one full day prior to the vendor conference date.

**1.7 PROJECT CONTACT:**

Administrative Office of the Illinois Courts  
James Redlich, Assistant Director  
Court Services Division  
3101 Old Jacksonville Road  
Springfield, IL 62704-6499

**Phone:** 217/557-7246

**Fax:** 217/785-3793

**Email:** jredlich@court.state.il.us

**1.8 PROTEST REVIEW OFFICE:**  
**Administrative Office of the Illinois Courts**  
**Kathleen O'Hara, Assistant Director**  
**Administrative Services Division**  
**3101 Old Jacksonville Road**  
**Springfield, IL 62704-6488**

**Phone: (217) 782-7770**  
**Fax: (217) 785-9114**  
**Email: kohara@court.state.il.us**

**1.9 SMALL BUSINESS SET-ASIDE:** Yes \_\_\_ No X\_. If "Yes" is marked this has been set-aside for award to small businesses (Section 45-45 Judicial Branch Procurement Code). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$3,000,000 for a construction business; and must have less than 250 employees if a manufacturer. For complete requirements, request a copy of the Judicial Branch Procurement Code.

**1.10 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes.

**1.11 SUBMISSION OF OFFER.** (see CUSTOM PAGE). You may mail or hand deliver offers, including amendments. We do not accept computer, fax, or other electronic submissions unless authorized on the CUSTOM PAGE. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery and at the delivery site.

**1.12 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer is required (see CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The Judicial Branch may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception requested, your offer may be rejected.

**1.13 MODIFICATION / WITHDRAWAL OF OFFER.** Written requests to modify or withdraw the offer received by the Judicial Branch prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.

**1.14 QUESTIONS.** All questions (and requests for ADA accommodations) shall be requested in writing and submitted to the Judicial Branch PROJECT CONTACT (see CUSTOM PAGE) no later than two days prior to vendor conference date. All written requests shall specify the section(s), paragraph(s), and page number to which the request refers. We will respond in writing to questions of a general nature or which would affect the solicitation. We will provide copies of all questions and responses to all eligible recipients of the solicitation on the date of the vendor conference and will provide upon request thereafter. Any additional questions received after the vendor conference date may be answered at the discretion of the Judicial Branch Project Contact.

**1.15 VENDOR CONFERENCE/SITE VISIT.** (see CUSTOM PAGE). If so designated on the CUSTOM PAGE, attendance is a mandatory condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the Judicial Branch's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of

the operations to be conducted under the resulting contract.

**1.16 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the Judicial Branch Project Contact. We will issue written instructions, if appropriate.

**1.17 OPENING.** (see CUSTOM PAGE). We will open all offers properly and timely submitted, and will record the names and other information specified by law and rule. All offers become the property of the Judicial Branch and will not be returned except in the case of a late submission.

**1.18 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.

**1.19 OFFER FIRM TIME.** (see CUSTOM PAGE). Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.

**1.20 SECURITY.** (see CUSTOM PAGE). You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.

**1.21 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.

**1.22 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and conditions set forth in this solicitation.

**1.23 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt of a notice of award is not equivalent to a contract with the Judicial Branch. Protested awards are subject to resolution of the protest.

**1.24 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the Judicial Branch's best interest, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You must submit your protest to the PROTEST REVIEW OFFICE, or if there is no such designation, to the PROJECT CONTACT (see CUSTOM PAGE). We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.

**1.25 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted. However, we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized Judicial Branch official(s).

**1.26 COMMENCEMENT OF WORK.** If you begin any billable work prior to the Judicial Branch's final approval and execution of the contract, you do so at your risk.

**1.27 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the Judicial Branch's benefit only and is to provide the Judicial Branch with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the Judicial Branch.

**1.28 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.

**1.29 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.

**1.30 PUBLIC INFORMATION.** Upon award, the name of the successful vendor and price will be made available to the public to allow for meaningful review and protest. Upon award, we will disclose only the record (name, and in the case of IFBs, the price) of the unsuccessful offers.

**1.31 PUBLIC CONTRACTS NUMBER.** Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.

**1.32 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a **Certificate of Authority to Transact Business in Illinois (805 ILCS 5/13)**. **Application Form BCA 13.15 may be downloaded from [www.sos.state.il.us/departments/business\\_services/bca.html](http://www.sos.state.il.us/departments/business_services/bca.html).**

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

**1.34 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and Services" and "Vendor Prequalification" information. **You must complete, respond to and submit all sections of each set of forms including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see CUSTOM PAGE). The electronic version may include additional instructions.

- a) **CONTRACT FOR SUPPLIES AND SERVICES.**  
This is the part of the solicitation that shows what we require in terms of specifications, contract terms and other requirements. The Contract for Supplies and Services is arranged as follows:

- Contract Format and Signature
- Description of Supplies and Services
- Pricing/Compensation
- Standard Terms; Conditions and Certifications
- Supplemental Terms and Conditions
- Vendor Provided Additional Material and Exceptions

The Contract Format and Signature identifies the parties and the other elements of what will be the contract. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract

(even if you do not return the Judicial Branch's forms with the offer) as modified by any exceptions properly noted. The Judicial Branch may accept your offer as submitted by signing the Contract Format and Signature page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you.

Show price information in the Pricing/Compensation attachment (Including Schedules A, A-1, and A-2). **When responding to a Request for Proposals, place this attachment in a separate sealed envelope in the offer container.**

Any Supplemental Terms and Conditions required by the Judicial Branch will be noted, attached and will supercede anything to the contrary in the Standard Terms and Conditions.

The attachment, Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose.

b) **VENDOR PREQUALIFICATION.**

You must sign the "Vendor Prequalification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your offer. The "Vendor Prequalification" section is arranged as follows:

Vendor Prequalification Format and Signature  
Business and Directory information  
References  
Department of Human Rights Public Contract Number  
Minority, Female, Person with a Disability Status and Subcontracting  
Conflict of Interest Disclosures  
Taxpayer Identification Number

**1.35 CRITERIA FOR EVALUATION AND AWARD.** We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All offers, regardless of the type of solicitation, must meet the following administrative and responsibility criteria.

- a) **Administrative Compliance.** We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submit it late. Failure to meet other requirements could result in rejection.
- b) **Vendor Responsibility.** We will determine whether the Vendor submitting the offer is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A vendor must at all times have financial resources sufficient, in the opinion of the Judicial Branch, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **Evaluation of "responsiveness" and "price"** differ depending on the type of solicitation. The evaluation and award criteria for each type of solicitation (Invitation for Bids, Request for Proposals, and Request for Proposals for Professional and Artistic Services) are shown in

the following subsections (d) and (e). Only the appropriate subsection (d or e) applies to this solicitation. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the Judicial Branch's needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to eliminate offers that we deem unacceptable.

- d) Invitation for Bids. We will identify the lowest cost offer and may rank the others in order of price. The responsible Vendor who submitted the lowest cost offer that meets "administrative" and "responsiveness" requirements shall be eligible for award.
- e) Request for Proposals (including for Professional and Artistic Services). We will determine how well offers meet our requirements in terms of "responsiveness" to the specifications. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified). Maximum point valuations by element are: Professional Qualifications (20 points); Responsiveness to Proposal (25 points); Implementation/Action Plan (35 points); Adequacy of Cost Estimates (15 points); and Completion/Submission of Response Forms (5 points). References may be considered again in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award. The "responsible" offeror whose offer meets "administrative" requirements and whose offer is most advantageous shall be eligible for award. If we do not consider the price submitted in response to any type of RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked vendor. We will determine whether the price is fair and reasonable by considering the offer, including the vendor's qualifications, the vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
- f) Alternative Evaluation. If three or fewer offers are received in response to either type of request for proposals, 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).

**1.36 ILLINOIS PROCUREMENT BULLETIN.** We publish in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. You may register to view and download procurement information at <http://www.purchase.state.il.us>. You are responsible for monitoring the Bulletin and we cannot be held responsible if you fail to receive the optional e-mail notices.

**1.37 FUNDING.** The project is funded 100% under the Federal Fiscal Year 2006 State Court Improvement Program Data Analysis Grant Program (CFDA #93.586). Funds awarded under this project are a portion of a federal grant awarded to AOIC by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. Use of these funds and reporting requirements are subject to the guidelines set forth by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families under the State Court Improvement Program and AOIC. The maximum amount of federal funds available under this RFP is \$150,000.00.

**END OF INSTRUCTIONS**



## TERM OF CONTRACT

- a. Beginning and end date of initial term.

The contract will begin on or about the date of execution and continue through on or about September 30, 2008.

- b. Renewal.

Renewal will be subject to need, availability of funds, performance, and approval of AOIC.

- c. Early Termination.

The Judicial Branch reserves the right to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, AOIC shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

## DESCRIPTION OF SUPPLIES AND SERVICES

### 1. Need for Supplies and Services.

The AOIC is planning to conduct a Needs Assessment to help determine, document, and plan for the development and implementation of a statewide, uniform data collection and case tracking methodology designed to capture specific information related to child abuse, neglect, and dependency juvenile court cases.

Currently, a uniform statewide data collection system related to juvenile court cases involving child abuse and neglect, foster care, and adoption does not exist in the State of Illinois. The primary long-term goal is to develop and implement a statewide data system that will enable collection and exchange of county specific circuit court data to measure the court's efficiency and effectiveness in ensuring safety, permanency, due process, and timeliness in juvenile abuse, neglect, and dependency court cases and in complying with federal guidelines and Illinois statutes.

However, the AOIC must first examine the current status of the circuit courts' information technology systems and their juvenile abuse data collection practices and sources by conducting a Needs Assessment. These findings will then be used to determine and address the most crucial issues in order to build court improvement efforts, which will lead to future activities of implementing a uniform data collection system and regular practice of on-going performance measurement throughout the state.

### 2. AOIC's Goal.

AOIC is soliciting proposals for the assistance of a consultant expert to conduct a Needs Assessment to acquire an accurate, thorough picture of the current status of information technology systems and juvenile abuse, neglect, and dependency data collection practices within each county circuit court in Illinois. The findings will be utilized to determine priority goals and assist with the development and implementation of actionable strategies to track and measure court performance.

### 3. Project Requirements.

**To conduct an inventory of the current information technology systems and child protection data collection practices and sources within the circuit courts of Illinois.**

- Determine the current capability, capacity, and resources. (ie, *What information technology systems are in use, what are the existing technology capabilities, what data elements are currently being collected, how are they being collected, what is/are the source(s) of that information, how is the data being used?*)
- Identify the gaps where the current practices in case record keeping are insufficient to meet data collection needs and requirements. (ie, *What is the impact of the missing data on the ability to gather outcome measures and case management efforts, What enhancements are needed to effectively collect and utilize data, What are the expectations for future data collection practices?*)
- Highlight opportunities and constraints that may impede collection of necessary data. (ie, *What local resources are available for data collection & analysis such as: staffing, staff skills, staff oversight, staff time, training needs, quality control, funding?*)

**To conduct an inventory of other current data collection efforts.**

- Identify and document national organizations and any other Illinois state systems for child protection cases (*ie, Illinois Department of Children and Family Services, Generate list of possible data sources, How is data collected, Are sources accessible?*)

**Assist and provide on-going technical assistance to the AOIC staff.**

- Assist and provide technical assistance to the AOIC staff throughout the Needs Assessment phase and preliminary Strategic Planning phase.

The products of this effort will be:

- Monthly Status Reports
- Interim report by June 2, 2008 which incorporates findings to that date which document and describe methodologies and preliminary summary of inventory and assessment needs.
- Final report by September 1, 2008 which incorporates a summary of inventories and assessment of needs; recommended next steps (i.e., collaboration, strategic planning, etc); and preliminary design of strategic planning activities.

Dependent upon the success and quality of the above activities and products, potential future scope may include continued work with the Consultant selected for this initial phase. The anticipated future scope may include:

- Assist with a formal strategic planning process.
- Assist with the development and implementation of a permanent data collection structure.
- Assist with development of on-going long-range planning, communications, and data collection activities to meet federal guidelines and address the needs of all stakeholders.
- Provide on-going technical assistance to the AOIC/circuit courts.

**4. Qualifications of Vendor and/or Vendor's Staff or Other Individuals Who Would Perform this Contract.**

**a. What is needed or expected.**

Proposals for the project will be accepted from qualifying vendors with a record of successful project management for comparable projects of similar size and complexity. Expectations of vendor qualifications include knowledge and experience with child abuse and neglect court improvement efforts, criminal justice field, and strong technology and automated case management expertise. The vendor will act in concert with the AOIC through all phases of this project including:

- Fine-tuning the scope of work
- Conduct assessment and plan for the development of a long-term comprehensive systems plan
- Provide oversight and technical assistance to the AOIC throughout the project.

**b. References.**

Please complete Page 39, References

5. Performance Security Bond.           n/a          

If applicable, Vendor shall provide a performance bond equal to the above dollar amount (or % of the contract price) for the initial term. During any renewal term the amount shall remain the same unless otherwise agreed. For public works contracts, performance bond requirements will be found in Agency Supplemental Terms and Conditions.

6. Subcontracting/Joint Ventures.   X   Allowed            Not Allowed

The Judicial Branch intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the contract.

If Vendor is providing Professional and Artistic Services, the names of subcontractors and amounts to be paid to each must be disclosed. The AOIC may require the same or similar information in relation to contracts for other supplies or services. Subcontractors are subject to approval of the AOIC.

## PRICING/COMPENSATION

Detail pricing/compensation requirements with at least the following categories of information. **FOR REQUESTS FOR PROPOSALS OF EITHER TYPE, SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

1. Method and Rate of Compensation. Identify the method of charging (hourly, daily, project, item, or other method) and provide the rate or price for each type of supply or service. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor.
2. Expenses. Travel and expenses are to be included in the compensation described above (See pages 15-18, Schedules A, A-1, and A-2).
3. Payment Terms and Conditions (including when paid, frequency and retainage). The Vendor shall submit each invoice, no more frequently than monthly, to the Administrative Office of the Illinois Courts. The invoice shall be of sufficient detail to relate to the costs therein to the work performed by the individual and to the proposal submitted by the Vendor. Vendor shall be reimbursed for reasonable, necessary, and allowable expenses incurred in accomplishing this project. All invoices must be received on or before September 5, 2008.

**Schedule A (Budget Summary)**

**Data Collection & Analysis Needs Assessment**

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

The Budget Summary amounts must equal the total of each line item presented in the Budget Narrative.

<b>Line Item</b>	<b>Total Amount</b>
<b>Personal Services</b>	
<b>Fringe Benefits</b>	
<b>Travel</b>	
<b>Equipment</b>	
<b>Commodities</b>	
<b>Contractual</b>	
<b>Other</b>	
<b>Total Direct Costs</b>	
<b>Indirect Cost Rate _____%</b>	
<b>Total Direct and Indirect Costs</b>	

**Schedule A-1 (Budget Justification)**

**Data Collection & Analysis Needs Assessment**

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

If this form does not provide adequate space, please attach additional sheets.

**Personal Services:** Indicate the name of the employee (if available) and/or position title, project duties and responsibilities, percentage of full time equivalency (FTE), hours worked per week in which FTE is based, annual salary, and budget amount.

Employee Name/ Position Title	Project Duties and Responsibilities	% FTE	Avg Hrs Wked Per Wk	Annual Salary	Budget Amount
<b>Total Personal Services</b>					

**Fringe Benefits:** Indicate the name of the employee (if available) and/or position title, benefit type, benefit rate, and budget amount.

Employee Name/Position Title	Benefit Type	Benefit Rate	Budget Amount
<b>Total Fringe Benefits</b>			

**Travel:** Indicate the traveler name (if available) and/or position title, related project activity (ie. meeting, training), expense type (such as mileage, lodging, per diem, ground transportation, airfare), calculation, and budget amount. All travel is subject to applicable state rates: mileage @ \$.485 per mile; per diem @ \$28 per day; and applicable regional lodging rate (consult with Project Contact).

Traveler or Position Title	Project Activity	Expense Type	Calculation	Budget Amount
<b>Total Travel</b>				

**Equipment.** List equipment items separately, unit cost, quantity, calculation, and budget amount.

Equipment Item	Unit Cost	Qty	Calculation	Budget Amount
<b>Equipment Total</b>				

**Commodities:** List items separately, unit cost, quantity, calculation, and budget amount.

Commodity Item	Unit Cost	Qty	Calculation	Budget Amount
<b>Commodities Total</b>				

**Contractual.** List each service or sub-contractor (as applicable), unit cost or professional fee per day, quantity or number of on-site and preparation days, calculation, and budget amount.

Service or Sub-Contractor	Unit Cost or Prof Fee	Qty or No. of Days	Calculation	Budget Amount
<b>Contractual Total</b>				

**Other Costs:** List each other cost line item, unit cost, quantity, calculation, relationship to project, and budget amount.

Item	Unit Cost	Qty	Calculation	Relationship to Project	Budget Amount
<b>Other Costs Total</b>					

**Indirect Costs:** Indirect costs are allowable if the VENDOR has a current federally approved indirect cost rate or a provisional letter from their cognizant federal agency for the term of the contract. **A copy of the rate approval and other related documentation must be attached as verification.**

Cognizant Federal Agency	Rate Applied	Total Direct Costs	Calculation	Budget Amount

**SCHEDULE A-2 (Budget Narrative)**

**Data Collection and Analysis Needs Assessment**

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

VENDOR shall describe costs listed in Schedules A and A-1 and the relationship to the project.

**Personal Services:**

**Fringe Benefits:**

**Travel:**

**Equipment:**

**Commodities:**

**Contractual:**

**Other:**

**Indirect:**

## STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including Section 20-60 of the Judicial Branch Procurement Code. If the term begins on execution, the term begins when the Judicial Branch executes the CONTRACT. If the commencement of performance is delayed because the CONTRACT is not executed by the Judicial Branch on the start date, the Judicial Branch may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
  
2. **BILLING:**
  - a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the AOIC. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AOIC no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
  - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The Judicial Branch does not warrant the interest component of any payment, including installment payments which are exempt from income tax liability.
  - c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.
  
3. **PAYMENT:**
  - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
  - b) The AOIC shall not be liable to pay for any supplies or services, including related expenses, subject to this CONTRACT and incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AOIC obtaining suitable appropriation of funds.
  - c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AOIC that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.
  - d) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
  - e) As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
  
4. **AVAILABILITY OF APPROPRIATIONS (Section 20-60 of the Judicial Branch Procurement Code):** The AOIC shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AOIC'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. The AOIC shall determine whether amounts appropriated are sufficient. The AOIC shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR's obligation to perform shall cease upon receipt of the notice.

5. **CONSULTATION:** VENDOR shall keep the AOIC fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AOIC the opportunity to review relevant documents prior to filing with any public body or adversarial party.
6. **PERFORMANCE REVIEWS:** The Judicial Branch may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the Judicial Branch in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the AOIC's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT / RETENTION OF RECORDS (Section 20-65 of the Judicial Branch Procurement Code):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records shall be maintained by the VENDOR for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AOIC, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the Judicial Branch for the recovery of any funds paid by the State and the Judicial Branch under the CONTRACT for which required books and records are not available to support the purported disbursement.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the AOIC and shall in any event be performed so as to minimize inconvenience to the AOIC and its personnel and minimize interference with the AOIC's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the Judicial Branch or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR's duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AOIC determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **ASSIGNMENT AND SUBCONTRACTING:**
  - a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AOIC's prior written consent. In the event the AOIC consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AOIC for review and approval upon request.

- b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT (Section 35-40 of the Judicial Branch Procurement Code).
  - c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. AOIC shall have the option to accept a substitute or to terminate the CONTRACT.
  - d) After notice, AGENCY may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third-party for financing purposes.
12. **LICENSE:** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AOIC, VENDOR may meet the license requirement through a subcontractor.
13. **MAINTENANCE ASSURANCE:**
- a) The AOIC reserves the right to maintain any equipment purchased under this CONTRACT using AOIC personnel or third-party maintainers. In such case, VENDOR shall provide the AOIC or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AOIC reserves the right to return to VENDOR's maintenance following written certification by VENDOR that the equipment is eligible for VENDOR's maintenance. VENDOR's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AOIC shall be without penalty or sanction by VENDOR.
  - b) If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AOIC at no cost adequate documentation and access to specialized or proprietary tools to allow the AOIC or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the AOIC.
14. **CONFIDENTIALITY AND USE OF WORK PRODUCT:**
- a) Any documents or information obtained by VENDOR from the AOIC in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AOIC.
  - b) Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the Judicial Branch, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AOIC all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AOIC shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the Judicial Branch except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
  - c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and utilizes in the performance of this CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AOIC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

**15. WARRANTY:**

- a) **VENDOR** warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, **VENDOR** warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. **VENDOR** warrants it has title to, or the right to allow the Judicial Branch to use, the supplies and services being provided and that the Judicial Branch may use same without suit, trouble or hindrance from **VENDOR** or third parties.
- b) **VENDOR**, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this **CONTRACT** (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, **VENDOR** shall, at its sole expense and without interrupting ongoing business of the Judicial Branch, immediately take all necessary actions to cure the breach.

**16. LIABILITY AND INSURANCE:**

- a) **VENDOR** agrees to assume, without limitation, all risk of loss and to indemnify and hold the Judicial Branch, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of **VENDOR**, its employees, agents, or subcontractors in the performance of the **CONTRACT**. **VENDOR** shall assume risk of loss until delivery to the AOIC's facility. **VENDOR** shall do nothing to prejudice the Judicial Branch's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the Judicial Branch's request and expense, furnish to the Judicial Branch reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Judicial Branch in obtaining recovery.
- b) **VENDOR** shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of **VENDOR** and risks and indemnities assumed by **VENDOR**. If **VENDOR** does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, **VENDOR** must inform the AOIC and seek written permission for lesser coverage. **VENDOR** shall carry Worker's Compensation Insurance in amount required by law. Upon request, **VENDOR** shall provide and maintain any bond required by law or the AOIC. **VENDOR** shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c) **VENDOR** shall, without limitation, at its expense defend the AOIC against all claims asserted by any person that anything provided by **VENDOR** infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AOIC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AOIC's use or operation of the items provided by **VENDOR** hereunder or any part thereof by reason of any alleged infringement, **VENDOR** shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the Judicial Branch the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AOIC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the AOIC may incur to acquire substitute supplies or services.

- d) AOIC assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
  - e) Neither party shall be liable for incidental, special or consequential damages.
17. **TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
18. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the Judicial Branch 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 the AOIC's Director if VENDOR solicits or intends to solicit for employment any Judicial Branch employees during the term of this CONTRACT. The Judicial Branch has no authority to contractually refuse to hire VENDOR's employees who apply to the State for employment.
19. **BACKGROUND CHECK:** The AOIC 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 Judicial Branch facilities. Any officer, employee or agent deemed unsuitable by the AOIC must be replaced immediately.
20. **LEGAL ABILITY TO CONTRACT**
- a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
  - b) VENDOR is not in default on an educational loan (5 ILCS 385/3).
  - c) VENDOR has informed the Director of the AOIC 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. 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 105/15a**).
  - d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (Section 50-5 of the Judicial Branch Procurement Code).
  - e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (Section 50-10 of the Judicial Branch Procurement Code).
  - f) VENDOR, or any affiliate, is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR acknowledges that the AOIC Director may declare the contract void if this certification is false (**Section 50-11 of the Judicial Branch Procurement Code,**) or if VENDOR, or any affiliate, later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**Section 50-60 of the Judicial Branch Procurement Code**).
  - g) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**Section 50-25 of the Judicial Branch Procurement Code**).

- h) VENDOR is not in violation of the "Revolving Door" section of the Judicial Branch Procurement Code (**Section 50-30 of the Judicial Branch Procurement Code**).
- i) VENDOR will report to the Chief Justice, the AOIC Director, and the Illinois Attorney General any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (**Sections 50-40, 50-45, 50-50 of the Judicial Branch Procurement Code**).
- j) Pursuant to the Drug Free Workplace Act, VENDOR will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to contracts of \$5000 or more with individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
- k) Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (**30 ILCS 582**).
- l) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
- m) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- n) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).

**21. CONFLICTS OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AOIC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited, to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), the Judicial Branch Procurement Code (**Section 50-13**), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the AOIC Director pursuant to Section 50-20 of the Judicial Branch Procurement Code. An exemption is necessary if the person intending to contract with the Judicial Branch, their spouse or minor child:

- a.) holds an elective office in Illinois;
- b.) holds a seat in the Illinois General Assembly;
- c.) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
- d.) holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
- e.) the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691**).
- f.) the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382**) from the firm, partnership, association or corporation.

22. **BREACH AND OTHER FOR CAUSE TERMINATION:** AOIC may terminate this CONTRACT without penalty to the Judicial Branch or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AOIC giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
23. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
24. **ANTITRUST ASSIGNMENT:** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Judicial Branch does not unlawfully discriminate in employment, contracts, or any other activity.
26. **APPLICABLE LAW:** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Judicial Branch Procurement Code and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the Judicial Branch arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The Judicial Branch shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes.
27. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AOIC shall be sent to the Administrative Director of the AOIC at AOIC's headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.
28. **ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

**SUPPLEMENTAL TERMS AND CONDITIONS**

The following supplemental terms and conditions, if checked, are attached and are applicable to this CONTRACT:

- Public Works Requirements.\*
- Prevailing Wage (janitorial, security guard, window washing and food service if valued at more than \$200 per month or \$2000 per year).\*
- Prevailing Wage (all printing contracts).\*
- Prohibition on Contingent Fees (certain federally funded contracts). As required by federal regulations, guidelines, and requirements, no contingency costs may be paid for with funds from this contract. Specifically, contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening are unallowable.
- Other (describe)
- Additional Terms and Conditions

\*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site ([www.state.il.us/agency/idol](http://www.state.il.us/agency/idol)). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

## ADDITIONAL TERMS AND CONDITIONS

The VENDOR agrees to adhere to and comply with the following terms and conditions:

### ACCOUNTING, RECORD RETENTION, AND RIGHT TO AUDIT:

The Vendor agrees to maintain books, records, and supporting documentation relating to the performance of the contract and necessary to support amounts charged to the State under the contract for a period of three years from the later of the date of final payment under the contract or the completion of the contract. The three year period shall be extended for the duration of any audit in progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code).

Any subcontractor, as applicable, shall maintain all books, records, papers, and supporting documentation related to the performance of such subcontract and necessary to support amounts charged to the State under the subcontract for a period of three years from the later of the date of final payment under the subcontract or the completion of the subcontract. The three year period shall be extended for the duration of any audit in progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code).

The Vendor and subcontractor, as applicable, shall agree that all books, records, papers, and supporting documentation to be maintained shall be available for review and audit by representatives of the Supreme Court of Illinois, Illinois Office of the Auditor General, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any person or entity so authorized by them. The Vendor and any subcontractor agree to cooperate fully with any audit.

Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the Administrative Office of the Illinois Courts for the recovery of any funds paid by the judicial branch under the contract for which adequate books, records, papers, and supporting documentation are not available.

### COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:

**Federal Regulations.** The Vendor acknowledges that all State Court Improvement Program funds are subject to Federal regulations and agrees to abide by and comply with the relevant regulations, that may include, but not limited to:

- Title IV-B of the Social Security Act
- Section 13712 of Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (OBRA) (P.L.103-66)
- Section 305 of the Adoption & Safe Families Act of 1997 (AFSA) (P.L. 105-89)
- Promoting Safe and Stable Families Amendments of 2001 (P.L. 107-133)
- Program Instructions ACYF-PI-94-12 and ACYF-CB-PI-99-02
- Title 45 of the Code of Federal Regulations
  - Part 16: Procedures of the Department Grant Appeals Board
  - Part 30: Claims Collection
  - Part 76: Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement)
  - Part 80: Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
  - Part 81: Practice and Procedure for Hearings Under Part 80 of this Title
  - Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance

Part 86: Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefitting from Federal Financial Assistance  
Part 87: Equal Treatment for Faith Based Organizations  
Part 91: Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance  
Part 92: Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments  
Part 93: New Restrictions on Lobbying  
Part 95: Subpart E: Cost Allocation Plans  
Part 100.12: How may a State simplify..Federal required State plans?  
FAR 31.2 Contracts with Commercial Organizations  
Title 48: Part 31: Contract Cost Principles and Procedures

The Code of Federal Regulations (CFR) may be accessed on the Internet at [www.access.gpo.gov/nara/cfr](http://www.access.gpo.gov/nara/cfr).

**Disclosure Requirements.** As stated in Section 508 of Public Law 103-333, in press releases, statements, requests for proposals, bid solicitations, and other documents describing projects, programs, or services funded in whole or in part with Federal money, Vendors receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

1. the percentage of the total costs of the program or project which will be financed with Federal money;
2. the dollar amount of Federal funds for the project program; and
3. percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**Purchase of Products and Equipment.** As stated in Section 507 of Public Law 103-333, it is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available by this agreement should be American-made.

**Pro-Children Act of 1994 (Environmental Tobacco Smoke).** The Vendor must comply with Public Law 103-227, Part C, and the Vendor under this grant agreement hereby certifies such compliance. The Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal Programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Vendor further agrees that the above language will be included in any subcontracts which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

**Non-Discrimination.** The Vendor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

**Indemnification.** The Vendor shall indemnify and hold the Supreme Court of Illinois and its Administrative Office harmless should any goods or services provided by the Vendor under the terms of this grant agreement infringe upon the patent, trademark, copyright, or trade secret of another.

**Prevailing Wage.** If the Prevailing Wage Act is applicable to any service provided by the Vendor under this agreement, the Vendor agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Department of Labor (820 ILCS 130/0.01 *et seq.*).

**Sexual Harassment.** The Vendor shall 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) Vendor's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the 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 the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Department upon request.

### **Liability and Insurance.**

1. The State does not assume any liability for acts or omissions of the Vendor and such liability rests solely with the Vendor. The State will not indemnify or hold harmless any Vendor for claims based on the State's use of Vendor provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. The Vendor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of the Vendor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, the Vendor shall carry workers' compensation insurance, if applicable, in amounts required by law.
2. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the Administrative Office of the Illinois Courts and indemnifies and holds the Administrative Office harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the Administrative Office.
3. The State may self-insure against any and all risks.

**Copyrights.** The U.S. Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes:

1. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
2. Any rights of copyright to which a Vendor, sub-contractor, as applicable, purchases ownership with grant support.

**Debarred and Suspended Parties.** By signing and submitting this Agreement, the Vendor and any sub-Vendor at any tier certifies that it is neither presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 Debarment and Suspension.

**Energy Conservation.** The Vendor and its employees and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (see 20 ILCS/115/1 et seq.) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

**Religious Activities.** Direct federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

**GOVERNING LAW:**

Contracts, including maintenance, service or other subsequent agreements that might result from this contract, shall be governed by the laws of the State of Illinois. The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 et seq.).

**PROCUREMENT:**

All procurement transactions shall be conducted by the Vendor in a manner to provide, to the maximum extent practical, open and free competition. Vendor must use procurement procedures that minimally adhere to standards established by the Judicial Branch Procurement Code and all applicable executive orders and federal guidelines. No employee, officer or agent of the Vendor shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

Subcontracting is not allowed without prior authorization of the Supreme Court of Illinois or its Administrative Office. All subcontractors used and amounts paid to each must be disclosed. All subcontractors must comply with the terms and conditions set forth herein for the Vendor.

**MODIFICATIONS:**

Any modification, change, or amendment subsequent to the execution of this contract may be made only by an instrument in writing executed and signed by the parties.

**WAIVER:**

The failure of any party to enforce any provision of this contract shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

**CERTIFICATIONS:**

- a. **Conflict of Interest.** Vendor certifies that neither it, it's spouse or minor child, is an elected official 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 for which it, it's spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that it, it's spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. The Vendor further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, the Vendor certifies that no person listed herein,

together with it's 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 {Section 50-13 of the Judicial Branch Procurement Code (same as Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)}.

- b. **Bid-rigging or Bid-rotating.** The Vendor certifies that it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4).
- c. **Educational Loan Default.** If the Vendor is an individual, it certifies that it is not in default on an educational loan as provided in section 3 of the Educational Loan Default Act (5 ILCS 385/3).
- d. **Anti-bribery.** The Vendor certifies that it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code {same as Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)}.
- e. **International Anti-Boycott Certification.** The Vendor certifies that neither the Vendor 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.
- g. **Debt Delinquency.** Vendor certifies that he/she/it is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits the Vendor from entering into a contract with the judicial branch if the Vendor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State unless the Vendor or affiliate has entered into a deferred payment plan to pay off the debt. Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Vendor is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- h. **Collection and remittance of Illinois Use Tax.** Vendor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a Vendor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if the Vendor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- i. **Prohibition of Goods Produced By Forced Labor.** Vendor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- j. **Sarbanes-Oxley Act/Illinois Securities Law.** Vendor certifies in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the

date of the bid or contract. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.

- k. **Corporate Accountability.** Vendor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (Public Act 93-0552). Public Act 93-0552 requires development assistance agreements to contain specific recapture provisions. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- l. **Environmental Protection Violations.** Vendor certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits bidding on or entering into contracts with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- m. **Prohibition of Goods from Child Labor.** Vendor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

#### **DRUG FREE WORKPLACE:**

If the Vendor is an individual, or an individual doing business in the form of a sole proprietorship, the Vendor certifies that the Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4).

If the Vendor is a corporation, partnership, or other entity with 25 or more employees, the Vendor agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - 1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
  - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3. Notifying the employee that, as a condition of employment on such contract, the employee will:
    - i. abide the terms of the statement; and
    - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five 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 Vendor'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 an employee for drug violations.
- c. Providing a copy of the statement required by Subparagraph a to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
  - d. Notifying the contracting agency within 10 days after receiving notice under Section A, Paragraph 3, Part ii 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 (30 ILCS 580/1 *et seq.*).

## **VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS**

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

### **Additional Material (mark one)**

- No other material included
- Other material included (describe--attach additional pages if needed)
- Resume or curriculum vitae demonstrating professional qualifications requirements contained within this RFP
- Form W-9 *Request for Taxpayer Identification Number and Certification*\*
- Proposal Format (below)

*The proposal narrative should be typed on white, 8½ x 11 paper using 12-point font or larger, double-spaced with one-inch margins and should not exceed 15 pages. All parts should be clearly numbered and each section must have a heading that corresponds to the sections listed below. The recommended page limit is provided as a guideline. Sections do not need to begin on new pages. No expensive binders, color or promotional materials are desired. Emphasis should be placed on accuracy, completeness, and clarity of content.*

### **General Description (approx. 1-3 pages)**

A. Provide a detailed vendor description. Describe any relevant, prior, and/or related experience for the type of data collection efforts identified and any level of knowledge regarding issues of abused, neglected and dependent children in Illinois.

B. Identify the Project Lead Member who will be committed to this project and their availability of continued follow-up work, if approved. (The AOIC must be notified and approve any change of staff upon award of contract). Provide a description of their individual experience for the type of efforts identified.

C. Describe additional staffing of this project, if applicable. If this is a joint venture, describe any affiliation structure. Provide an organizational chart or typical project-staffing model.

### **Work Plan Activities (approx. 5-8 pages)**

D. Provide a detailed description of the work plan and approach that you propose to complete the above objectives. Describe the processes, models, and/or tools to be used to conduct the Needs Assessment and the deliverables produced. Include a timetable.

It is expected that the successful completion of the work on this project will entail a number of different sampling, review and investigation techniques, including work on site, surveys of vendors and counties, interviews and file reviews. In that this analysis is the foundation for future work, it will need to be a very detailed and a complete examination of the current data collection efforts in Illinois' juvenile courts.

**Technical Assistance & Time Frames (approx. 2-4 pages)**

E. Describe the level of involvement and specific tasks you require of the AOIC staff. Describe the anticipated process of providing technical assistance and communication practices to the AOIC staff during the Needs Assessment and preliminary Strategic Planning process.

F. Describe the time frames anticipated in performing a Needs Assessment for this project. Describe any anticipated conditions or limitations that may restrict you from completing all tasks required by September 30, 2008.

G. Describe any other relevant information and/or anticipated activities not previously addressed. (Optional)

**Exceptions (mark one):**

No exceptions

Exceptions taken (describe--attach additional pages if needed)

\*Form W-9 Request for Taxpayer Identification Number and Certification can be accessed by calling the IRS at 1-800-TAX-FORM or on the web at [www.irs.gov](http://www.irs.gov).

**VENDOR PREQUALIFICATION  
GENERAL**

PREQUALIFICATION. We must have the General Prequalification information described below.

[At some future time we may also establish "Category" prequalification which covers a type of supply or service (such as for office supplies or janitorial services), or "Specific Procurement" prequalification, which would apply to a particular procurement only.]

GENERAL PREQUALIFICATION. This is information of general applicability and consists of the attached forms:

- Business and Directory Information
- References
- Department of Human Rights Public Contract Number
- Minority, Female, Person with a Disability Status and Subcontracting
- Disclosures
- Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PREQUALIFICATION information to the AOIC with the understanding AOIC will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's offer to the AOIC.

Vendor (show official name and DBA)

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

E-mail \_\_\_\_\_

**Business and Directory Information**

1. Name of Business (official name and DBA).
  
2. Business Headquarters (address, phone and fax).
  
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
  
4. Billing Address.
  
5. Name of Chief Executive Officer.
  
6. Customer Contact (name, title, address, phone, toll-free number, fax, and e-mail).
  
7. Company Web Site Address.
  
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).
  
9. Length of time in business.
  
10. Annual Sales for Vendor's most recently completed fiscal year.
  
11. Show number of full-time employees on average during the most recent fiscal year.

## References

Provide references from established firms or government agencies (four preferred; two of each type preferred) other than the procuring agency that can attest to your experience and ability to perform the contract subject of this solicitation.

1. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

2. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

3. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

4. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

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

**(775 ILCS 5/2-105)** If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the issuance date of this solicitation, you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA) \_\_\_\_\_.

\_\_\_\_\_ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365 day period immediately preceding the issuance date of this solicitation.

DHR Public Contracts Number \_\_\_\_\_

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR \_\_\_\_\_.

**NOTICE:**

**Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0. If your organization holds an expired number, you must re-register with DHR by completing the required form.**

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms". In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**Minority, Female, Person with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified business may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Your Company (and DBA) \_\_\_\_\_

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes No  
If "Yes," check each that applies.

Category

Minority  
Female  
Person with Disability  
Disadvantaged

- b. If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency

Department of Central Management Services  
Women's Business Development Center  
Chicago Minority Business Development Council  
Illinois Department of Transportation  
Other (identify)

Category

Minority  
Female  
Person with Disability  
Disadvantaged

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes (attach copy) No

If "No", will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes No

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes No

If "Yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP certified vendors you plan to use.

**CONFLICTS OF INTERESTS DISCLOSURES**

**Instructions.** The Judicial Branch 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 (**Sections 50-13 and 50-35**).

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 \$25,000 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 **[\$90,414.60]**, 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 ½% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$150,691.00]**, 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 **[\$301,382.00]**, 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 must complete subsection "a," below. Publicly traded corporations may complete subsection "b".

- 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 \$90,414.60 (\_\_\_\_\_)
   
Distributive Income Share exceeding 5% (\_\_\_\_\_)
   
Distributive Income Share exceeding \$90,414.60 (\_\_\_\_\_)

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 Judicial Branch 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 \_\_\_\_\_.

**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 the previous 2 years.	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. ____



**TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

**Name:**

**Taxpayer Identification Number:**

**Social security number**

**or**

**Employer 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"/> <b>Individual</b>   | <input type="checkbox"/> <b>Government entity</b>  |
| <input type="checkbox"/> <b>Owner of Sole Proprietorship</b>   | <input type="checkbox"/> <b>Nonresident Alien Individual</b>                                     |
| <input type="checkbox"/> <b>Partnership</b>  | <input type="checkbox"/> <b>Estate or Legal Trust</b>  |
| <input type="checkbox"/> <b>Tax-exempt Hospital or extended care facility</b>                            | <input type="checkbox"/> <b>Foreign Corporation, partnership, estate or trust</b>                |
| <input type="checkbox"/> <b>Corporation providing or billing medical and/or health care services</b>     | <input type="checkbox"/> <b>Limited Liability Company (select applicable tax classification)</b> |
| <input type="checkbox"/> <b>Corporation NOT providing or billing medical and/or health care services</b> | <input type="checkbox"/> <b>D = disregarded entity</b>   |
|  | <input type="checkbox"/> <b>C = corporation</b>  |
|  | <input type="checkbox"/> <b>P = partnership</b>  |
|  | <input type="checkbox"/> <b>Other: _____</b>   |