

JUDICIAL BRANCH REQUEST FOR PROPOSAL

TO: Bid/Proposal Manager

FROM: Cynthia Y. Cobbs, Director

DATE: February 11, 2009

SUBJECT: Emergency Preparedness and COOP Development Consultant

The Administrative Office of the Illinois Courts (AOIC) is requesting proposals 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. If you are interested and able to meet these requirements, we would appreciate and welcome a proposal.

Brief Description:

The Administrative Office of the Illinois Courts (AOIC), on behalf of the Supreme Court of Illinois, oversees the technical, program, and compliance components of the *Emergency Preparedness Standards for the Illinois Circuit Courts - Version 1.0 (Standards)*, effective January 1, 2009. The AOIC is seeking an expert in emergency preparedness and Continuity of Operations Planning (COOP) development to assist circuit courts in Illinois in development of an Emergency Preparedness Plan (Plan), consistent with the Supreme Court's directive. Each circuit is required to submit a Plan to the Administrative Director which demonstrates its compliance with the *Standards* on or before January 1, 2011.

The *Standards* are divided into six (6) sections: Coordination and Plan; Operational Resources and Functions (COOP); Public Health Emergency; Information Technology; Training, Testing, and Maintenance of the Plan; Emergency Preparedness Plan Templates, which correspond with each requirement set out by the *Standards*, identifying specific information required to be submitted to satisfy the Standard.

Illinois' 102 counties are divided into 23 judicial circuits, comprised of between one (1) and twelve (12) counties per circuit. Subject to the authority of the Supreme Court of Illinois, each circuit is administered by a chief circuit judge, who is responsible for the development and maintenance of the circuit's Plan. The AOIC seeks an expert(s) in the fields of emergency preparedness and judicial branch COOP development who will serve as a technical consultant and project resource for information during the planning and development stages of the circuit Plans. The Standards are available on the Supreme Court's Website at:

http://www.state.il.us/court/SupremeCourt/Policies/Pdf/CEPS_102108.pdf.

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Please read the entire Request for Proposal package and submit your proposal in accordance with the Instructions. Do not submit the Instruction pages with your proposal. You should keep the Instructions and a copy of your proposal.

1. INSTRUCTIONS

1.1 SUBMIT PROPOSALS TO:

Cynthia Y. Cobbs, Director
Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, IL 62704

LABEL:

Cynthia Y. Cobbs, Director
Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, IL 62704
Attn: Emergency Preparedness Proposal

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

1.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:

Date: March 13, 2009

Time: 4:00 p.m. (Central Time)

A letter of intent is requested prior to the RFP proposal submission date. A letter of intent is used to gauge the level of interest for this project announcement and plan for the application review. The letter is not a requirement and is non-binding. Please mail, fax, or email a letter of intent to the listed project contact no later than March 6, 2009, by 4:00 p.m. (Central Time)

1.3 **NUMBER OF COPIES:** Submit a sealed original and 5 copies of your signed proposal

1.4 PROJECT CONTACT:

Jacque L. Huddleston, Court Analyst
Court Services Division
3101 Old Jacksonville Road
Springfield, IL 62704-6499

Phone: 217-524-4960

Fax: 217-785-3793

Email: jhuddleston@court.state.il.us

1.5 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal 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 proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal.

1.6 **QUESTIONS.** All questions (and requests for ADA accommodations) shall be submitted in writing and received by the Judicial Branch Project Contact no later than March 6, 2009. Questions will be answered and posted to the Supreme Court's Website at: www.state.il.us/court/Procurement no later than March 9, 2009.

1.7 **OPENING.** We will open all proposals properly and timely submitted and record the names and other vendor information. All proposals become the property of the Judicial Branch and will not be returned except in the case of a late submission.

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

1.9 **EVALUATION AND AWARD.** Proposals will be evaluated using criteria shown in section 1.10 of these instructions. If your proposal is selected for award, you will receive a written notice and an AOIC standard vendor agreement, a copy of which is attached as an Appendix for your consideration.

1.10 CRITERIA FOR EVALUATION. Four categories of information are evaluated: administrative compliance, vendor responsibility, responsiveness, and price. All proposals, regardless of the type of solicitation, must meet the following administrative and responsibility criteria.

- a) *Administrative Compliance.* The Administrative Office will determine whether the proposal complied with the Instructions, and as noted, will reject it if submitted late.
- b) *Vendor Responsibility.* The Administrative Office will determine whether the Vendor submitting the proposal 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, past performance, references, and the stated ability to perform completely as specified.
- c) *Responsiveness.* Request for Proposals (including for Professional and Artistic Services). We will determine how well proposals meet our requirements in terms of "responsiveness" to the specifications. The AOIC will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the proposals. The "responsible" vendor whose proposal meets "administrative" requirements and whose proposal is most advantageous shall be eligible for award.
- d) *Price.* The AOIC will determine whether the price is fair and reasonable by considering the proposal, including the vendor's qualifications, the vendor's reputation, all prices submitted, other known prices, and other relevant factors. 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 another vendor.

END OF INSTRUCTIONS

2. DESCRIPTION OF REQUEST FOR SERVICES

1. Services.

The Administrative Office of the Illinois Courts (AOIC), on behalf of the Supreme Court of Illinois, oversees the technical, program, and compliance components of the *Emergency Preparedness Standards for the Illinois Circuit Courts - Version 1.0 (Standards)*, effective January 1, 2009. The AOIC is seeking an expert in emergency preparedness and Continuity of Operations Planning (COOP) development to assist circuit courts in Illinois in development of an Emergency Preparedness Plan (Plan), consistent with the Supreme Court's directive. Each circuit is required to submit a Plan to the Administrative Director which demonstrates its compliance with the Standards on or before January 1, 2011.

Illinois' 102 counties are divided into 23 judicial circuits, comprised of between one (1) and twelve (12) counties per circuit. Subject to the authority of the Supreme Court of Illinois, each circuit is administered by a chief circuit judge, who is responsible for the development and maintenance of the circuit's Plan. The AOIC seeks an expert(s) in the fields of emergency preparedness and judicial branch COOP development who will serve as a technical consultant and project resource for information during the planning and development stages of the circuit Plans.

2. AOIC's Goal.

The AOIC is soliciting proposals for the assistance of an expert in the fields of emergency preparedness and judicial branch COOP development who will serve as a technical consultant and resource of information during the planning and development stages of circuit Emergency Preparedness Plans. This request focuses on soliciting professional expertise, detailed project documentation, analysis and recommendations, and technical assistance in the areas of emergency preparedness and COOP development.

3. Term of Contract/Renewal/Early Termination

The contract will begin on the date of execution and continue through on or about December 31, 2010. Renewal will be subject to the AOIC's determination of need, availability of funds and performance. The Judicial Branch reserves the right to terminate the 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.

4. Project Requirements.

The vendor will work with the AOIC in providing the circuits with technical assistance relating to emergency preparedness and judicial branch COOP development. Technical assistance includes, but is not limited to, the ability to assess and develop emergency preparedness procedures, analyze current planning status, describe in writing future strategies and develop an action plan to achieve outcomes. The scope of the consultant's involvement will be:

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

Assist and provide technical assistance to the AOIC through the development of a detailed project work plan covering emergency preparedness in trial courts and their administrative operations, including scope of work, priorities, tasks, assignments, and timelines. Periodic meetings will be requested which will require travel to the AOIC. It is anticipated that a minimum of two (2) on-site meetings with the AOIC will be required prior to June 30, 2009. Future meetings with AOIC will be scheduled at regular intervals, either on-site or off-site, depending upon the needs of the AOIC and vendor.

The products of this effort will be, at a minimum :

- Monthly teleconference with Status Report/Needs Assessment per circuit
- Quarterly written Status Report/Needs Assessment per circuit, including:
 - Recommended next steps (Re: collaboration, strategic planning, etc.)
 - Preliminary design of strategic planning and development activities
- Detailed written work plan for the project (scope of work, priorities, tasks, assignments, and timelines)

B. Provide targeted technical assistance to the circuits.

In coordination with the AOIC, which will serve as a conduit to the chief circuit judges or their designee and/or directly as determined by the AOIC throughout the planning and development of the circuit Plans, assist, advise and provide technical assistance to the circuits. Technical assistance includes, but is not limited to assistance with adapting existing plans and resources to assist the circuit in the development of a local Plan consistent with the Standards, and facilitating planning and interaction with various government entities to assure coordination of efforts.

C. Assist and provide on-going information of relevant grants and application requirements relating to emergency preparedness and COOP development to the AOIC for local jurisdictional use.

In coordination with the AOIC, which will serve as a conduit to the chief circuit judges or his/her designee, assist and provide grant resource information and application procedures to the circuits throughout the planning and development of the circuit Plans.

The product of this effort will be the following written documentation:

Comprehensive report, updated quarterly, containing the resource and contact information for the grant program(s), including, but not limited to:

- Assessment of circuit needs
- Grant name and website address
- Detailed overview of grant purpose and application process
- Grant deadlines, restrictions and limitations
- Grant renewal

D. Develop and provide sample COOP documents for local reference and use by the circuits to the AOIC.

Craft, develop, or provide sample COOP documents which can be referenced by the circuits during the development stages of the Plan for approval and distribution by the AOIC.

E. Assist and provide on-going information regarding essential judicial branch functions to the AOIC.

Assist and provide on-going information and documents, consistent with Supreme Court Rules, Illinois Statutes, laws, orders, and/or policies, regarding essential judicial branch functions, including, adjudicatory, administrative, operational, technical, etc. Strategies of this effort may include conducting a survey or inventory of essential judicial branch functions.

The product of this effort will be a comprehensive written report identifying the essential judicial branch function, its priority, and the rule, statute, law, order, and/or policy which mandates its performance, if any.

F. Attend, participate, and present relevant information and materials related to judicial branch emergency preparedness and COOP development at the Emergency Preparedness - Facilitated Planning Event or other training sessions which may be scheduled by the AOIC.

The AOIC conducts periodic training and facilitated planning to allow the circuits to collect and exchange information relevant to judicial branch awareness regarding emergency preparedness and COOP. The consultant will attend, participate, and present relevant information related to the specific needs assessment during any training or facilitated planning event conducted by the AOIC regarding emergency preparedness.

5. Qualifications of Vendor and/or Vendor's Staff or Other Individuals.

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 in the fields of emergency preparedness, COOP development and grant research, background knowledge of Supreme Court Rules, Illinois Statutes, laws, orders, and/or policies, and ability to coordinate efforts between multiple agencies. The vendor will act in concert with the AOIC during this project, including:

- Providing technical assistance to the AOIC and circuits
- Assist with formal strategic planning process
- Training and facilitated planning
- Provide reports to AOIC assessing current and future needs

3. PRICING/COMPENSATION

Detail pricing/compensation requirements with at least the following categories of information.

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 9-12, Schedules A, A-1, and A-2).
3. Payment Terms and Conditions (including when paid, frequency and retainage). The Vendor shall submit invoice, no more frequently than monthly, to the Administrative Office of the Illinois Courts. Each 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.

Schedule A (Budget Summary)

Emergency Preparedness and COOP Development Consultant

VENDOR Name: _____

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

Line Item	Total Amount
Personal Services	
Fringe Benefits	
Travel	
Contractual	
Other	
Total Costs	

Schedule A-1 (Budget Justification)

Emergency Preparedness and COOP Development Consultant

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
Total Personal Services					

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
Total Fringe Benefits			

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 @ \$.505 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
Total Travel				

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
Contractual Total				

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
Other Costs Total					

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:

Contractual:

Other:

4. VENDOR PROVIDED ADDITIONAL MATERIAL

Additional material are noted on this page and shall be provided as part of this attachment.

Additional Material

- Other material included (General Vendor Information Sheet and attachments - Page 15)
- Resume or curriculum vitae demonstrating professional qualifications requirements contained within this RFP
- Proposal Format (below)

The proposal narrative should be typed on white, 8 ½ x 11 paper using 12-point font, double-spaced with one-inch margins and shall not exceed 15 pages. Each section must have a heading that corresponds to the sections listed below. Sections do not need to begin on new pages.

General Description (approx. 1-3 pages)

- A. Provide a detailed vendor description. Describe any relevant, prior, and/or related experience for the type of technical assistance identified and any level of knowledge regarding issues surrounding emergency preparedness and COOP development.
- 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 effort identified.
- C. Describe additional staffing for this project, if applicable. If this is a joint venture, describe any affiliation structure. Provide an organizational chart or typical project-staffing model. Provide a description of their individual experience for the type of effort identified and expected time involved with the project.

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 technical assistance and resource identification and the deliverables produced. Include a timetable.

It is anticipated that the successful completion of the work on this project will entail a number of review and investigation techniques, including interviews, multi-county/office collaboration and solutions, contact with judicial branch offices, and coordination of federal, state, and local resources. The technical assistance and information provided may be used as the foundation of emergency preparedness efforts statewide.

The work plan description should distinguish between on-site and off-site solutions, including coordination and attendance of potential on-site circuit visits. It is anticipated that a minimum of two (2) on-site meetings with the AOIC will be required prior to June 30, 2009. Future meetings with AOIC will be scheduled at regular intervals, either on-site or off-site, depending upon the needs of the AOIC and vendor.

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

- E. Describe the level of involvement and specific tasks you require of the AOIC. Describe the anticipated process of providing technical assistance and communication practices to the AOIC during the strategic planning and development activities.
- F. Describe any anticipated conditions or limitations that may restrict you from completing all tasks required by December 31, 2010.
- G. Describe any other relevant information and/or anticipated activities not previously addressed. (Optional)

GENERAL VENDOR INFORMATION SHEET

Provide the general vendor information described below.

Information of general applicability and consists of the attached forms:

- Business and Directory Information
- References

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL VENDOR 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 proposal 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



**ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS
STANDARD VENDOR AGREEMENT FOR GOODS AND SERVICES**

The undersigned parties, being the Administrative Office of the Illinois Courts and the Vendor identified herein, agree to the following terms in this Agreement, which shall incorporate any Vendor contract, proposal, booking agreement, general letter of intent, or other forms attached to this Agreement and referenced below in paragraph 1.C. **In the event any Vendor terms conflict with the terms of this Agreement, the terms of this Agreement shall prevail.** Vendor terms not in conflict with the terms of this Agreement shall be given effect to the extent practicable or permitted by law.

1. VENDOR SERVICES:

A. Vendor Name and Address:

B. Vendor agrees to perform the following services (include recipient of services):

C. Identify Any Attachments To This Agreement:

2. TERM AND AMOUNT

A. The term of this agreement shall be for the period beginning _____ and ending _____.

B. The Administrative Office of the Illinois Courts agrees to pay, and Vendor agrees to accept, the sum \$_____.

The State may terminate this contract, or any portion thereof, without notice or penalty.

3. FAVORED CUSTOMER. If more favorable terms are granted hereafter by the lessor, supplier, dealer, or manufacturer to any similar State or local governmental agency in any State in leases or rental agreements covering comparable goods and services, the more favorable terms shall be applicable to all agreements or contracts theretofore made by any similar Illinois State agency for the rental or lease of comparable goods and services from the lessor, supplier, dealer, or manufacturer. See section 25-30 of the Judicial Branch Procurement Code (same as section 25-30 of the Illinois Procurement Code (30 ILCS 500/25-30)).

Vendor agrees that if more favorable terms for the goods and services offered herein, under the same type of contract, under the same financial conditions and economic factors, and for the identical or less quantity, have been since the date of the commencement of this lease granted to any State or local governmental agency or unit in any State in the United States of America then such terms shall be applicable to this lease commencing with the date such terms became available to such other agency. Any other terms granted to such other agency which were negotiated with such "more favorable terms" shall also be made applicable to this contract. For the purposes of this provision, financial conditions and economic factors used by lessor to establish rent will include but not be limited to the then current interest rates, the type of goods and services, the credit of any State or local governmental agency or unit, the State and local taxes payable by lessor, and the purchase price of the goods and services placed on lease.

4. FINANCING COSTS. The interest component associated with any contract or order may not exceed the greater of 9% or 125% of the rate set for the 20 G.O. Bond Index of average municipal bond yields as set by the Bond Buyer. (See 30 ILCS 305/2.) On the date Vendor is bound the rate cannot be exceeded. The current rate can be obtained by calling the Department of Central Management Services, Bureau of Information and Communication Services, Contract Administration.

Should any contract or order be found to violate this provision, the contract may, at the State's option, be reformed and adjustments made in the remaining payments to recoup excess interest paid or if all payments have been made, to receive a cash rebate.

5. **PAYMENT.** Vendor acknowledges that payment will be made in accordance with current financial practices of the State of Illinois. It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are sometimes delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.
6. **LATE PAYMENT.** Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*
7. **REQUEST FOR PAYMENT.** The Supreme Court through its Administrative Office will initiate approval of payment upon receipt of a properly certified State of Illinois Invoice-Voucher. Approved vouchers will be forwarded to the Administrative Services Division, Administrative Office of the Illinois Courts, 3101 Old Jacksonville Road, Springfield, IL 62704-6488, where they will be processed for payment. Payments will be made by warrant executed by the State Comptroller and the State Treasurer.

Vendor acknowledges that all billings and properly certified invoice-vouchers for goods delivered or services performed on or before June 30th of any year should be submitted to the Administrative Office not later than August 15th of that year.

If Vendor delivers goods or provides services on or before June 30th of any year, but fails to submit a correct billing statement and properly certified invoice-voucher by August 1st of that same calendar year and such failure prevents payment of Vendor's otherwise correct claim for payment before August 31st of that same calendar year, Vendor's sole recourse is a claim for payment to be filed with the Illinois Court of Claims. Notwithstanding non-payment (if non-payment is caused by the failure of Vendor to submit correct and timely requests for payment as contemplated under this paragraph), all goods delivered to or services performed for the Supreme Court or its agency will be retained as if payment had been made, and Vendor agrees that its sole remedy is to submit a claim for payment to the Illinois Court of Claims.

8. **PAYMENT RESPONSIBILITY.** The Administrative Office of the Illinois Courts acts as a contracting agency and shall be responsible for costs only when it is the agency using the goods or services. If a specific agreement or order is for the use of another agency, that agency shall ultimately be liable for costs even though payments may be made through the Administrative Office of the Illinois Courts. In the event of a funding problem, the appropriation of the user agency alone shall determine sufficiency of funding.
9. **FISCAL FUNDING AND APPROPRIATIONS.** Obligations of the Supreme Court, its Administrative Office or other agency shall cease immediately if the Illinois General Assembly fails to appropriate or otherwise make available funds for this agreement within any fiscal year in which payment might be due. The Administrative Office of the Illinois Courts will use its best efforts to obtain a sufficient appropriation to cover this agreement.
10. **TRANSFER.** The Administrative Office of the Illinois Courts may transfer goods or services and/or payment responsibility to another State entity after giving notice to Vendor.
11. **TAXES.** Prices shown shall not include federal, State, or local taxes. Should it be determined that such taxes are applicable to this contract, the State will reimburse Vendor for taxes actually assessed and paid except for those based upon income. The Judicial Branch of Illinois State Government has been issued tax number E9984-1266-05.
12. **SUBCONTRACTING.** Subcontracting is not allowed without prior authorization of the Illinois Supreme Court 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 Vendor.
13. **LIABILITY AND INSURANCE.**
 - A. The State does not assume any liability for acts or omissions of Vendor and such liability rests solely with 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. Vendor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of 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, Vendor shall carry workers' compensation insurance, if applicable, in amounts required by law.
 - B. 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 of the Illinois Courts 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 of the Illinois Courts.

- C. If risk of loss transfers before delivery and installation at State's site, Vendor shall procure insurance chargeable to the State to cover all reasonable risks.
 - D. The State may self-insure against any and all risks.
- 14. QUIET ENJOYMENT.** If any property is sold to or furnished for the State's use, Vendor covenants that State will have quiet use and enjoyment of the property without suit, trouble or hindrance so long as the State is performing its obligations under the pertinent agreement. Vendor shall indemnify and hold the State harmless should any goods or services provided by Vendor infringe upon the patent, trademark, copyright or trade secret of another.
- 15. TITLE.** Vendor will pass title to the State as agreed and will warrant title and provide for quiet enjoyment.
- 16. MAINTENANCE ASSURANCE.** Should Vendor determine to discontinue service or maintenance on particular equipment or software that the State owns or for which it has a lease or license that extends beyond the time for cessation of maintenance or service, Vendor shall provide to the State sufficient documentation to allow for continued maintenance by the State. This provision shall not apply if that portion of Vendor's business is sold to another party provided that party can provide service equivalent to that previously provided by Vendor.
- 17. MAINTENANCE AGREEMENT.** This provision applies to any maintenance agreements or provisions. Vendor will perform maintenance using skilled maintenance personnel under Vendor's supervision. The maintenance personnel will employ all reasonable care to see that the goods and services are maintained in proper operating condition. Vendor undertakes to perform the services in conformity with the usual applied standards, and, unless otherwise agreed, all materials and equipment needed by Vendor to carry out the work to be performed by Vendor under this agreement will be furnished by Vendor at Vendor's expense.
- 18. CONTRACTOR STATUS AND WORK PRODUCT.** Vendor is an independent contractor. All documents, including reports, ideas and other work products specially produced or designed by Vendor under this agreement for the State shall become and remain the property of the State unless otherwise expressly agreed upon.
- 19. RIGHT TO AUDIT.** Vendor agrees that the State or its representative shall have the right to examine any Vendor records which relate to this agreement. The Vendor shall maintain, for a minimum of 3 years from the later of the date of final payment under the contract or completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the purchasing office and any person or entity authorized by the purchasing office to conduct such review and audit; and the Vendor agrees to cooperate fully with any audit conducted by the purchasing office and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State and judicial branch for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement. See section 20-65 of the Judicial Branch Procurement Code.
- 20. GOVERNING LAW.** This agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this agreement, shall be governed by the laws of the State of Illinois. The validity of this agreement 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 agreement must be filed exclusively with the Illinois Court of Claims. See 705 ILCS 505/1 *et seq.*
- 21. ENTIRE AGREEMENT.** Except as provided in paragraph 22, this agreement, including its addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.
- 22. INCORPORATIONS.**
- A. Unless specifically excluded by mention on the order form, the appropriate invitation for Bids or Request for Proposals, Vendor's response and any written representations made by Vendor are incorporated herein.
 - B. Vendor's published specifications for equipment, software and services are incorporated herein.
 - C. Forms and documents listed or attached as exhibits are incorporated herein.
- 23. SEVERABILITY.** If any provision of this agreement should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 24. MODIFICATIONS.** Any modification, change or amendment subsequent to the execution of this agreement may be made only by an instrument in writing executed and signed by the parties.

- 25. **WAIVER.** The failure of any party to enforce any provision of this agreement 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.
- 26. **NON-DISCRIMINATION.** 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.
- 27. **SIGNATURE.** By signing this agreement, Vendor's representative warrants that he or she has the authority to bind Vendor to the terms and conditions contained herein. Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals.

28. CERTIFICATIONS.

- A. **Conflict of Interest.** Vendor certifies that neither he/she, his/her 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 he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. 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, Vendor certifies that no person listed herein, together with his/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. See 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.** Vendor certifies that he/she/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. See 720 ILCS 5/33E-3, 5/33E-4.
- C. **Educational Loan Default.** If Vendor is an individual, he/she certifies that he/she is not in default on an educational loan as provided in section 3 of the Educational Loan Default Act. See 5 ILCS 385/3.
- D. **Anti-bribery.** Vendor certifies that he/she/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.** Vendor certifies that neither 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.
- F. **Legal Status Disclosure.** Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Vendor and/or Business Name: _____

Taxpayer Identification Number

SSN: _____ **or** **EIN:** _____

(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 of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the EIN and the EIN.)

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Government entity
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
 - D = disregarded entity
 - C = corporation *(if checked, vendor must provide a copy of the IRS acceptance letter)*
 - P = partnership
- Other: _____

- 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 a 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 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.
- N. Registration as a Business Entity.** Contractor certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Contractor acknowledges that the AOIC Director may declare the contract void if this certification is false.

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

If Vendor is a corporation, partnership, or other entity with 25 or more employees, 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 or grant, the employee will:
 - (a) abide the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:**
 - (1) The dangers of drug abuse in the workplace;
 - (2) the grantee's or 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 or grant and to post the statement in a prominent place in the workplace.**

- D. Notifying the contracting or granting agency within 10 days after receiving notice under part (b) of paragraph (3) of subparagraph (A) 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. See 30 ILCS 580/1 *et seq.*

30. PREVAILING WAGE. If the Prevailing Wage Act is applicable to any service provided by Vendor under this agreement, 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. See 820 ILCS 130/0.01 *et seq.*

31. WORKMANLIKE MANNER. Vendor agrees to provide in a good and workmanlike manner the specified goods and/or perform in a good and workmanlike manner the services contracted for in this agreement and provide all necessary tools, equipment and commodities.

32. BACKGROUND CHECKS. (This provision applies only to contracts calling for Vendor to perform services at State facilities.) As a continuing condition of this contract, the State reserves the right to conduct background checks of Vendor's officers, employees or agents who would directly supervise the required services or physically perform the required services at State facilities to determine their suitability for performing this contract. If the State finds such officer, employee or agent to be unsuitable, the State reserves the right to require Vendor to provide a suitable replacement immediately. Upon request by the State, Vendor shall complete or have completed an authorization for release of personal information that indemnifies both the State and the provider of the information.

33. SEXUAL HARASSMENT. 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. A copy of the policies shall be provided to the Department upon request. See 775 ILCS 5/2-105(A)(4).

34. NOTICES. Notices to Vendor shall be sent to the address shown on page one of this agreement. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

THE UNDERSIGNED PERSON SIGNING THIS AGREEMENT ON BEHALF OF VENDOR AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF THE DESIGNATED PARTY (VENDOR) TO THIS AGREEMENT.

Administrative Office of the Illinois Courts

[Type Vendor Name]

Signature

Signature

Kathleen L. O'Hara

Type/Print Name

Type/Print Name

Assistant Director, Administrative Services Division

Type/Print Title

Type/Print Title

Date

Date

*** A copy of the Judicial Branch Procurement Code is available upon written request from the Administrative Office of the Illinois Courts.*