

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Department of Healthcare and Family Services
IV&V Project for IES and HIX—2013-00-001
IPB Reference Number 22028161

The Department of Healthcare and Family Services (HFS) requests proposals from responsible Offerors to meet the State's needs. A brief description is defined below for the Offeror's convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the State welcomes and appreciates an offer.

Brief Description: As authorized in the Affordable Care Act (ACA), the purpose of this Request for Proposal (RFP) is to secure the services of a vendor to provide Independent Verification and Validation (IV&V) services associated with two separate implementation projects: the Integrated Eligibility System (IES) and Health Insurance Exchange (HIX). Both projects serve to satisfy the requirements of the ACA; the IES project also supports the implementation of a new Eligibility system aside from the ACA requirements.

CSG Government Solutions, Inc. assisted in the preparation of this RFP, and therefore is precluded from responding to it. Offerors are informed and aware that the IES and HIX Entities are conducting a separate, independent procurement for Implementation Vendors. The selected IV&V Vendor pursuant to this RFP must not have any relationship or interest, financial, business, beneficial or otherwise, with the IES or HIX Implementation Vendors. The IV&V Vendor, its subsidiaries and parent companies, and all subcontractors are prohibited from participation in the contract resulting from the IES and HIX RFPs in any capacity, including but not limited to, as IES or HIX Vendor, teaming partner, or subcontractor – significant or otherwise. The Vendor awarded the IES Implementation contract is precluded from award of the IV&V contract. Any entities who responded to the HIX Implementation RFP may respond to this RFP, but will be disqualified from this procurement if awarded the HIX Implementation Contract.

The resulting contract shall be with the Illinois Department of Healthcare and Family Services, and shall have an initial term of approximately one (1) year, beginning upon execution, and ending on December 31, 2013. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed 10 years. Subject to the maximum total term limitation, HFS has the option to renew for two, one-year periods.

In this solicitation, the term "Offeror" or "Proposer" refers to organizations that are responding to the RFP. The term "Vendor" refers to the successful Offeror who is awarded the contract.

Please read the entire solicitation package and submit offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. When filling out the required forms, **red text** indicates fields the Offeror is to complete. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

Please adhere to Form and Content of Proposal requirements or offers might not be considered.

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 discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

TABLE OF CONTENTS

A. Instructions for Submitting Offers	3
A.1 How to Enter Information.....	3
A.2 Published Procurement Information.....	3
A.3 Solicitation Contact	3
A.4 Offeror Questions and Agency Response.....	3
A.5 Required Meetings	3
A.6 Offer Due Date, Time and Address for Submission of Offers.....	3
A.7 Organization Required	4
A.8 Submission of Offers	5
A.9 Security.....	5
A.10 Small Business Set Aside	5
A.11 Minority, Female and Persons with Disabilities Participation	5
A.12 Minority Contractor Initiative	6
A.13 Federal Funds	6
A.14 Employment Tax Credit.....	6
A.15 Public Records and Requests for Confidential Treatment	6
A.16 Reservations.....	6
A.17 Award	7
A.18 References.....	7
A.19 Invoicing Address.....	7
A.20 Protest Review Office.....	7
A.21 Evaluation Process	8
B. Selection of Vendor.....	10
C. Offer	12
Section 1 - Specifications/Qualifications/Statement of Work	15
Section 2 - Pricing.....	36
Attachments	
AA-State Board of Elections Certification	38
BB-Evidence of Authorization to Do or Transact Business in Illinois.....	39
CC-Illinois Department of Human Rights Public Contracts Number.....	40
DD-Standard Terms and Conditions	41
EE-Supplemental Provisions	48
FF-Subcontractor Disclosure.....	56
GG-Standard Certifications	57
HH-Financial Disclosures and Conflicts of Interest.....	61
II-Disclosure of Business Operations in Iran	69
JJ-Business and Directory Information	70
KK-References.....	72
LL-Solicitation Contract Terms and Conditions Exceptions	73
MM-Minority, Female, and Persons with Disabilities Participation and Utilization Plan.....	75
NN-Taxpayer Identification Number	86
Appendix A – HIPAA Compliance Obligations.....	87

STATE OF ILLINOIS

OFFER

A. INSTRUCTIONS FOR SUBMITTING OFFERS

- A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Offeror's situation, enter "N/A" into the text field. Please enter the requested information or N/A into every red text field.
- A.2. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us/), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (www.cdb.state.il.us/procurement.shtml) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency shall not be held responsible for information provided to any other person.

Solicitation Contact: Quincy Grimes Phone: (217) 524-7146

Healthcare and Family Services Fax: (217) 557-3266

201 S. Grand Avenue East, 3rd Floor

Springfield, IL 62704

Quincy.Grimes@illinois.gov

Report suspected errors immediately to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

- A.4. OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than those raised at any Offeror conference, that pertains to this solicitation must be submitted in written form and submitted to the Solicitation Contact **no later than 5:00 p.m. (CDT) on November 19, 2012**. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin. Only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.
- A.5. REQUIRED MEETINGS**
- Offeror Conference/Site Visit: Yes No.
- A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS:** Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date and Time

Date: **December 7, 2012**

Time: **1:00 p.m. CDT**

A.6.2. Offer Firm Time: Offer must remain firm for **90** days from opening.

A.6.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Illinois Healthcare and Family Services	Sealed Offer – Do Not Open
Attn: Office of Procurement Management	Independent Verification and Validation for IES and HIX Project-2013-00-001 IPB# 22028161
2200 Churchill Road	Due Date & Time: December 7, 2012 at 1:00 p.m. CDT
Springfield, IL 62702	<i>Offeror Name</i>
Independent Verification and Validation for IES and HIX Project-2013-00-001 IPB# 22028161	<i>Offeror City, State and Zip</i>

A.7. ORGANIZATION REQUIRED: Offers must be submitted in four (4) packets. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Offeror's Pricing Offer provided in Section 2. Packet 3 shall include all other information requested, including but not limited to the Offer and Attachments AA through NN. Packet 4 shall contain Attachment MM - the Minority, Female, and Persons with Disabilities Participation and Utilization Plan. Separately seal each packet.

A.7.1. OFFEROR'S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – Packet 1

A.7.2. OFFEROR'S PRICING OFFER – Packet 2

A.7.3. ATTACHMENTS AA through CC and FF through KK and NN– Packet 3, Tab 1

A.7.4. ATTACHMENT EE - SUPPLEMENTAL PROVISIONS – Packet 3, Tab 2

Offeror Supplemental Provisions (This does not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror's position or, for example, an Offeror's licensing agreement).

A.7.5. OFFEROR’S PROVIDED CONFIDENTIAL DOCUMENTS AND ATTACHMENT LL - EXCEPTIONS -
 Packet 3 Tab 3

- A.7.5.1. Any additional material, confidential documents, and any exceptions must be noted on this page and provided as part of the resulting contract.
- A.7.5.2. Exceptions must be provided on Agency’s Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.
- A.7.5.3. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror’s offer.

A.7.6. MINORITY, FEMALE, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN MM – Packet 4

A.8. SUBMISSION OF OFFERS: Offer must be submitted in four separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the proposer’s name and the wording: **“Sealed Offer – Do Not Open.”** The four separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in four individual/shipping boxes. The applicable portions of the proposal may be included on CDs or USBs. Include the information requested below on separate CDs or USBs, as instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	7	2
PRICING – PACKET 2	1	1	2
OTHER FORMS – PACKET 3	1	1	2
MINORITY, WOMAN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 4	1	1	1

A.9. SECURITY: Performance Bond: **N/A.**

A.10. SMALL BUSINESS SET-ASIDE: Yes No.

A.11. MINORITY, FEMALE AND PERSONS WITH DISABILITIES PARTICIPATION: This solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State’s procurement and contracting processes. Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Susan Hartman at Susan.Hartman@illinois.gov or (312) 814-2200 prior to submission of proposals. Vendors who submit proposals for State contracts shall not be given a period after the proposal opening date to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(e). Firms included on Utilization Plans as meeting BEP requirements as vendor or subcontractors must be certified by CMS as BEP vendors prior

to contract award. Go to (www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements for BEP certification.

- A.12. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- A.13. FEDERAL FUNDS:** The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved which are federally funded and the dollar amount of such federal funds will be disclosed.
- A.14. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section 1.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Vendor provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

- A.17. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive Offeror and most Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin indentifying the apparent most responsive/responsible Offeror.
- A.18. REFERENCES:** Yes No. Offeror must provide three (3) references from established private firms or government agencies other than the Department of Healthcare and Family Services who can attest to Offeror's experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of References: The Offeror must have a minimum of three years of experience within the past five years as a provider of relevant services as described in this RFP. As proof of this experience, the Offeror must submit three client references with the contact person's name, organization, title, address, phone, and e-mail address, along with a brief description of the work performed by the Offeror for the reference and how the experience meets the requirement. At least one of the references must be from a state Medicaid program and the other references must be from federal, state, or large county governments where the Offeror provided services required by this RFP for a program of similar size and criticality as the Illinois IES and HIX programs. The references provided must be for the Offeror; references for subcontractors or staff will not be considered in meeting this reference requirement. **THE STATE RESERVES THE RIGHT TO CONTACT REFERENCES PROVIDED, AS WELL AS IDENTIFY AND CONTACT ITS OWN REFERENCES OR CONTACTS in addition to those submitted by Offeror. Additionally, the State may also consider any previous experience the Offeror has had with HFS or other State agencies, including, but not limited to, performance problems and compliance with applicable laws and contract provisions.**

- A.19. INVOICING ADDRESS:** Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Healthcare and Family Services

Attn: Quincy Grimes

201 S. Grand Avenue East, 3rd Floor

Springfield, IL 62763

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.

- A.20. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after

the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office

Phone: (217) 558-3724

Attn: Protest Review Office

Facsimile: (217) 558-2164

401 S. Spring Street

Suite 515 Stratton Office Building

Illinois Relay: (800) 526-0844

Springfield, IL 62706

- A.21. EVALUATION PROCESS:** The State will determine how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State will consider the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

- A.21.1. RESPONSIVENESS:** A responsive Offeror is one who has submitted an offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms. Required forms may include and may not be limited to:

- A.21.1.1 State Board of Elections Certification: Pursuant to Section 20-160(b) of the Illinois Procurement Code (30 ILCS 500/20-160(b)), certain Offerors are required to register with the State Board of Elections. If required to register, Offeror shall submit with the Offer a copy of its State Board of Elections certificate. See Attachment AA for an example.
- A.21.1.2. Evidence of Authorization to Do Business in Illinois: Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time the Offer is submitted. Evidence of such authorization includes a Certificate of Good Standing issued by the Illinois Secretary of State's Department of Business Services. Offeror shall include a copy of its Certificate of Good Standing with the Offer. See Attachment BB for an example.
- A.21.1.3. Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- A.21.1.4. Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
- A.21.1.5. Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
- A.21.1.6. Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
- A.21.1.7. Disclosure of Business Operations: Offerors shall complete Attachment II – Disclosure of Business Operations with Iran.

- A.21.1.8. Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- A.21.1.9. References: If references are required, Offeror shall complete Attachment KK - References.
- A.21.1.10. Taxpayer Identification Number: Offeror shall complete Attachment NN - Taxpayer Identification Number.

A.21.1.10.1. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.

A.21.1.10.2. The State will determine whether Offeror complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.21.2. **RESPONSIBILITY:** A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State will determine whether the Offeror is a "Responsible" offeror; an offeror with whom the State can or should do business. For example, the State may consider the following:

A.21.2.1. A "prohibited bidder" includes a person assisting the State of Illinois or a State Agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued Request for Information. Additionally, a person who assisted the State by reviewing, drafting or preparing a Request for Proposal or Request for Information or who provided similar assistance is deemed a prohibited bidder.

A.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder's probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.2.3. Awarded Vendors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it will ensure performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Vendor lacks the financial resources to perform under the Contract. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.21.3. **PRICE:** The State will identify the lowest priced Offer that meets Responsibility and Responsiveness requirements.

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria and who submits the best value as shown by the combination of Responsiveness and Price.
- B.2.** The State will determine how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.3.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State 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.
- B.4.** The chart below shows the elements of Responsiveness that the State will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is 400.

B.4.1. RESPONSIVENESS ELEMENTS

<i>Responsiveness Elements – Initial Review Phase</i>	<i>Total Possible Points</i>	<i>Minimum Required Points</i>
1. Offeror Team and Firm Qualifications Section	125	88
a) Relevant Offeror Experience (section 1.5.1)	25	
b) Relevant Staff Experience (section 1.5.2)	50	
c) Offeror References (A.18 and Attachment KK)	30	
d) Project Manager References (section 1.5.2.4.2.4)	20	
2. Project Approach Section (Refer to Section 1.2)	150	105
a) IV&V Methodology (section 1.2.3.3.1)	50	
b) Assessments and Deliverable Review (sections 1.2.3.3.2, 1.2.3.3.3, 1.2.3.3.6)	60	
c) Project Management Approach (including Risk management and Communication Plans for IES and HIX) (sections 1.2.3.3.1.1, 1.2.3.3.4, 1.2.3.3.5)	20	
d) Understanding of the Issues and Risks involved in the IES and HIX projects (section 1.2.3.5)	20	
Responsiveness Sub-total	275	193
<i>Offerors who meet the minimum point requirement for both Sections 1 and 2 above will be required to attend an on-site interview with State staff.</i>		

<i>Responsiveness Elements – Interview Phase</i>	<i>Total Possible Points</i>	<i>Minimum Required Points</i>
3. Offeror Interviews	125	88
a) Interviews of Key Personnel (a maximum of 75 points for the Project Manager and 25 for each Analyst.)	125	88
RESPONSIVENESS TOTAL POINTS	400	281

B.4.2. Offeror Interviews: An Offeror who meets the minimum responsiveness for Sections 1 and 2 in the table above will be required to attend an in-person interview of key personnel by the evaluation committee. The Interviews will be conducted at the Agency’s offices in either Chicago, Illinois, or Springfield, Illinois, at the sole expense of the qualifying Offeror. An Offeror who does not score the minimum per element point requirement for Responsiveness for items 1 and 2 will be considered non-responsive and will not be considered for Interviews, or for price evaluation and award. An Offeror who qualifies for the Interviews, but does not score the minimum number of points for the Interview (**88** points) will be considered non-responsive and will not be considered for price evaluation and award. Offerors that qualify for interviews will be contacted by the State with an interview schedule, location and other relative information.

B.4.3. Interviews will be conducted for the IV&V Project Manager, the lead IV&V Analyst and lead IV&V Technical Analyst. Interviewees will be evaluated on their understanding of the project, the federal requirements guiding the project and their relative experience with similar work.

B.5. The total number of points for Price is 250. The State will determine Price points using the following formula:

$$\text{Maximum Price Points for Table 1} \times (\text{Lowest Price for Table 1} / \text{Offeror's Price for Table 1}) = \text{Offeror's Table 1 Price Points (200 points possible)}$$

$$\text{Maximum Price Points for Table 2} \times (\text{Lowest Price for Table 2} / \text{Offeror's Price for Table 2}) = \text{Offeror's Table 2 Price Points (50 points possible)}$$

$$\text{Offeror's Table 1 Price Points} + \text{Offeror's Table 2 Price Points} = \text{Total Price Points}$$

B.6. The maximum number of points is 650 (Responsiveness 400 + Price 250).

**STATE OF ILLINOIS
OFFER**

C. Project Title/Reference # Independent Verification and Validation Project for IES and HIX - 2013-00-001 (IPB# 22028161)

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with Offeror's bid. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

C.1. SOLICITATION AND CONTRACT REVIEW: Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes No

C.2. ADDENDA: Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

Yes No N/A

C.3. OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

C.4. BOND: If applicable, Vendor is submitting its Bid Bond or Performance Bond.

Yes No N/A

C.5. SMALL BUSINESS SET-ASIDE: Vendor is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes No N/A

C.6. PACKET 1: Yes No

C.6.1. Offer's Proposed Solution to Meet the State's Requirements Yes No

C.6.2. Milestones and Deliverables Yes

C.6.3. Offeror/Staff Specifications Yes

C.6.4. Transportation and Delivery Terms Yes No N/A

C.6.5. Subcontracting Disclosed Yes No N/A

C.6.6. Where Services Are to Be Performed

Yes No N/A

C.7. PACKET 2 – Pricing:

Yes No

C.8. PACKET 3: Yes No

C.8.1. Offer

Yes No

C.8.2. State Board of Elections Certification and Certificate

Yes No N/A

C.8.3. Evidence of Authorization to Do Business in Illinois

Yes No

C.8.4. Illinois Department of Human Rights Public Contracts Number

Yes No

C.8.5. Supplemental Terms and Conditions

Yes No

C.8.6. Subcontractor Disclosure

Yes No

C.8.7. Standard Certifications

Yes No

C.8.8. Financial Disclosures and Conflicts of Interest

Yes No

C.8.9. Disclosure of Business Operations in Iran

Yes No

C.8.10. Business Directory Information

Yes No

C.8.11. References

Yes No N/A

C.8.12. Offeror Provided Additional Material, Confidential Documents and Exceptions

Yes No

C.8.13. Taxpayer Identification Number

Yes No

C.9. PACKET 4 – Minority, Female and Persons with Disabilities Participation and Utilization Plan

Yes No

C.10. PREFERENCES: The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois. Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this section and a description of why the preference applies. Agency/University reserves the right to determine whether the preference indicated applies to Offeror.

Resident Bidder (30 ILCS 500/45-10).

Soybean Oil-Based Ink (30 ILCS 500/45-15).

Recycled Materials (30 ILCS 500/45-20).

Recycled Paper (30 ILCS 500/45-25).

- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other State (30 ILCS 520).
- Illinois Mined Coal Act (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- Veteran's Preference (330 ILCS 55).

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

STATE OF ILLINOIS OFFER

SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

1.1. GOAL

As authorized in the Affordable Care Act of 2010 (ACA), the purpose of this Request for Proposal is to secure the services of qualified Offerors to provide Independent Verification and Validation (IV&V) services for the implementation of the new, state-of-the-art Integrated Eligibility System (IES) and the Health Insurance Exchange (HIX or Exchange). These two new systems will support Illinois health care programs, help Illinois satisfy the requirements of the ACA of 2010, and take advantage of the federal matching funds available for updates to eligibility systems. The IES and HIX systems will be implemented under two separate procurements within different departments of the State. The State of Illinois has recently selected Deloitte as the IES Implementation vendor via HFS RFP 2012-00-015, dated March 26, 2012, while offers for the HIX solicitation (Department of Insurance (DOI) solicitation #12-71894) are currently under evaluation. The selected IV&V Vendor will work with both HFS and DOI; HFS for the IES project and DOI for oversight of the HIX implementation. As part of the IES project, the IV&V Vendor will also work with the IES PMO Vendor. DOI has been authorized to act on behalf of the State to establish an Exchange, and will work with the IV&V Vendor in the initial Implementation phase of the HIX project. However, the State intends to establish an Exchange authority as a quasi-governmental entity. At a date to be determined by DOI, the IV&V Vendor will begin working with the Exchange authority for oversight of the HIX implementation.

These projects will be under way simultaneously and will require interaction among the Implementation teams. The IES project team has also included the Department of Human Services (DHS), as it houses and processes the computer systems for the HFS health care programs. The three agencies (HFS, DHS and DOI) have been working closely together during the planning and requirements phases. Since the IES and the HIX will be tightly integrated, the IV&V Vendor will be required to provide oversight and quality control over the independent portions of each project, as well as the integration between the two systems.

These new systems are needed so that the State will have the capability to effectively process the enrollment and subsequent case management of a potential additional population who may be eligible for Medicaid as of January 1, 2014. The new systems will also provide a combined Medicaid/ Health Insurance Exchange (HIX) front end screening and processing environment for people who seek to purchase health insurance from the new state-operated exchange. IV&V services are required by federal funding authorities to oversee these projects and ensure that they are successfully meeting the requirements and the dates as defined by the ACA. Seamless coordination of these efforts is critical to the successful implementation of these projects within the State of Illinois.

The State seeks an IV&V Vendor with extensive and demonstrated experience in verifying and validating the design, development, and implementation of large scale, enterprise technology projects. The IV&V Vendor will be required to provide all tasks, activities and IV&V Project Deliverables set forth in this RFP (collectively the IV&V Services).

1.1.1. BACKGROUND

Illinois currently has a system for intake and eligibility determination for the Temporary Assistance to Needy Families (TANF) Program, Supplemental Nutrition Assistance Program (SNAP), Medicaid, Children's Health Insurance Program (CHIP), and other Illinois human services programs. The new IES will encompass these programs; in addition, starting in late 2014, it will provide a portal for people wishing to purchase insurance through the HIX, especially people eligible for Advance Premium Tax Credits (APTC). This new system will perform eligibility for the HIX, and establish a platform for the eventual integration of the other human services programs. Illinois does not currently have an HIX system and will integrate the HIX with IES at critical points. Other HIX functionality will be new.

Illinois will not have a state-based exchange (SBE) in October 2013 and, consequently, anticipates individuals seeking APTC and other Exchange services will access those through a federally facilitated exchange (FFE) established by the federal government. Connections to the FFE will be an issue for both the IES and HIX

projects.

Illinois' existing system that determines eligibility for state-run public health programs is over thirty years old. The current eligibility system operates on old mainframe technology and does not lend itself to the technology approaches the ACA supports and Illinois seeks. Specifically, the Centers for Medicare and Medicaid Services (Federal CMS) require these standards and conditions to be met for technology investments in Medicaid systems to be eligible for enhanced matched funding. Federal CMS requires a system:

- a. That uses a modular and flexible approach to systems development.
- b. That advances in MITA maturity.
- c. That aligns with and incorporates industry standards such as HIPAA.
- d. Where technology components can be shared and re-used.
- e. That supports accurate and timely processing of claims.
- f. That produces reports and performance information.
- g. That ensures seamless coordination and integration with the Exchange.

The new Illinois IES and HIX systems will utilize service-oriented architecture (SOA) and feature a structured Rules Engine. They will be designed and developed using a modular, reusable and scalable architecture that will provide for growth and expansion in the future. They will offer a consumer facing website that will allow applicants to perform many of the eligibility and enrollment tasks via the internet.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: The State of Illinois seeks an IV&V Vendor that will bring project personnel, experience and a proven methodology, to meet the requirements of the IV&V Services for the IES and HIX Projects. The IV&V Vendor will perform the following services to provide quality oversight for each project, coordination between the projects, ensure that they adhere to federal standards, and successfully reach certification according to the requirements of the ACA. Offerors should review the contents of the IES and HIX RFPs to understand the services being requested by the State of Illinois for those projects. The solicitation documents can be found at the links below:

IES RFP:

<http://www.purchase.state.il.us/ipb/IllinoisBID.nsf/frmBidDocFrameset?ReadForm&RefNum=22023977&DocID=B0045FE0482F94F0862579CD00764D31&view=search>

HIX RFP (Please note that the Solicitation and Addenda share the same link and the link below is directed to an Addendum. The Solicitation can be referenced via a link on the left side of the screen.

<http://www.purchase.state.il.us/ipb/IllinoisBID.nsf/frmBidDocFrameset?ReadForm&RefNum=22027931&DocID=FD48D3984FF4A0C986257A4100759066&view=search>

1.2.1. Organization and Communication

1.2.1.1. The IV&V Vendor will report directly to the State’s Eligibility Modernization Oversight Group (EMOG) Executive Committee, an established inter-agency committee that includes representatives from HFS, DHS and DOI. The IV&V Vendor will also work with the IES and HIX Implementation Vendors and IES Project Management Office (PMO). The IES and HIX Implementation Vendors, and the IES PMO will collectively be referred to as the IES and HIX Entities. The IV&V Vendor’s personnel must be organized in such a way to ensure that the expectations of the EMOG Executive Committee are met, and that the project staff for both IES and HIX Entities are well informed.

1.2.1.2. The IV&V Vendor shall prepare and present a consolidated progress report for the Directors of HFS and DOI and the Secretary of DHS and present the report at a quarterly Executive Team Briefing.

1.2.1.3. All documentation and deliverables produced in the performance of the IV&V Services must be stored in a central repository to be designated by the State and shared with all parties.

1.2.2. The individual activities within the scope of the IV&V Services, and the deliverables which will result from these activities are described below.

1.2.3. IV&V Tasks and Responsibilities

1.2.3.1. The IV&V Services described in this RFP must comply with IV&V regulatory requirements detailed in 45 CFR 95.626 which require that IV&V efforts be conducted by an entity that:

- a. Is independent.
- b. Develops a project work plan.
- c. Reviews and makes recommendations on the management team of each project, both from the State team and Implementation Vendors’ teams.
- d. Reviews and makes recommendations on the technical aspects of each project, as well as the technical aspects of the integration between the two systems, IES and HIX.

- e. Consults with stakeholders and assesses the user involvement and buy-in regarding system functionality and the system's ability to support program business needs.
- f. Conducts an analysis of project performance sufficient to identify and make recommendations for improvement.
- g. Provides risk management assessment.
- h. Collaborates with the State and Implementation Vendors to adopt metrics allowing project completion tracking.

1.2.3.2. In compliance with IV&V regulatory requirements and to meet the goals of the IES and HIX Projects, the IV&V Vendor shall complete the following tasks:

- a. Manage the IV&V Services.
- b. Perform an initial assessment of how the project is tracking to deliverables and ACA requirements.
- c. Review IES and HIX Project Deliverables – the anticipated list of IES and HIX Project deliverables that the IV&V Vendor shall review are identified in Section 1.2.3.3.3.3.
- d. Review weekly status reports provided by the IES and HIX project management teams.
- e. Notify Project Managers from either or both implementation teams immediately if serious issues are observed.
- f. Report findings in a Monthly Review and Assessment Report.
- g. Provide Quarterly Executive Briefings.
- h. Perform System Audits as described below in Section 1.2.3.3.6.
- i. Conclude the IV&V Services and provide a Final IV&V Report.

1.2.3.3. Requirements for each of these tasks are described below, followed by the information that Offerors must include in their proposals. Section 1.4.4 provides information on the timing of each task.

1.2.3.3.1. Manage the IV&V Services

1.2.3.3.1.1. The IV&V Vendor must successfully manage the services requested by the State in this RFP. The IV&V Vendor shall develop a comprehensive IV&V project management plan, and shall manage and carry-out the IV&V Services in accordance with the approved IV&V Services Project Management Plan. The IV&V Services Project Management Plan must include at a minimum the following elements:

- a. Description of how the IV&V Vendor plans to carry out the IV&V Services for each implementation project. This description shall include methodologies, strategies, standards, and approaches employed by the IV&V Vendor for executing each of the IV&V activities within the Scope of Work of this RFP.
- b. High level IV&V services schedule that aligns with the IES and HIX implementation project timelines.
- c. Detailed schedule that includes activities, tasks, estimated start and end dates, durations, deliverables, and assigned resources to illustrate how IV&V Services will be achieved.

- d. Organizational structure that reflects, among other things, the need to coordinate activities among the IV&V Vendor, the IES and HIX vendors, and the governance entities.
- e. Description of resources assigned to activities, tasks and the IV&V deliverable creation.
- f. Description of the deliverables produced as a result of IV&V activities, including sample reports.

1.2.3.3.1.2. **Offeror Response to Managing the IV&V Services**

The Offeror's response must include a description and sample documents supporting the description that portray how it will address the activities defined above, including:

- a. A documented methodology for performing IV&V services that has proved successful on past projects.
- b. A preliminary project management plan that includes the activities and deliverables which are defined in this RFP and expected of the Vendor.
- c. Description of how the Offeror plans to carry out the IV&V Services, including methodologies, strategies, standards and approaches employed by Offeror for executing each of the IV&V activities within the scope of work of this RFP.

1.2.3.3.2. **Conduct Initial Assessments**

1.2.3.3.2.1. The IV&V Vendor shall develop criteria for an initial evaluation of both the IES and HIX projects and provide a written report of its findings to the EMOG Executive Committee. The IV&V Vendor shall assess:

- a. Completeness of the Agencies' and IES and HIX Implementation Vendors' Project Plans including:
 - i. Project Plans and ability to meet the timelines within.
 - ii. Effectiveness of Communication Plans
 - iii. Quality of the Risk and Issue Management Plans.
 - iv. Process for Change Management Plans.
 - v. Plans for System Documentation and Project Libraries.
- b. The management structure for both IES and HIX teams, including both Implementation Vendors and State management staff.
- c. User involvement and buy-in regarding system functionality and both system's ability to support program business needs.
- d. How each project is tracking to federal standards and certification of ACA requirements.
- e. How the Implementation Vendor is utilizing CMS Medicaid Enterprise Certification checklists as a guide for ensuring CMS certification of system solution.
- f. How the HIX Implementation Vendor is utilizing the *CCIIO Blueprint for Exchanges as a guide for ensuring HHS certification and approval of an Illinois State Partnership Exchange in 2014 and for a State Based Exchange in 2015.*

1.2.3.3.2.2. The IV&V Vendor shall document issues and risks found as a result of the Initial Assessments, and communicate them to project stakeholders. The Issues and Risks found as a result of IV&V efforts shall be entered into a risk log and closely monitored. The IV&V Vendor shall help with mitigation whenever possible.

1.2.3.3.2.3. Offeror Response to Initial Assessment

The Offeror's response shall include a detailed outline of the initial assessment criteria that will be evaluated and a description of the findings report.

1.2.3.3.3. Review IES and HIX Deliverables

1.2.3.3.3.1. The IES and HIX project deliverables will be created as part of the contract phase of each project. For estimating purposes, Section 1.2.3.3.3 includes a list of the deliverables which are anticipated to be included for each project. The IV&V Vendor will be asked to perform a review of specific deliverables which the State deems most critical. The State will communicate requests for review of upcoming specific deliverables during the regular meetings with the State and the IV&V Vendor. The IV&V assessment of the deliverables shall be documented for the State in the Monthly Review and Assessment Reports. The IV&V Vendor will present critical findings it perceives concerning the IES implementation to the IES PMO and the EMOG Executive Committee or, for the HIX implementation, to the HIX PMO and the HIX Executive Sponsor. The IV&V Vendor will notify the appropriate entities via written report within two (2) days of the critical finding.

1.2.3.3.3.2. The IV&V Vendor shall assess IES and HIX Project Deliverables on defined quality attributes, including but not limited to:

- a. *Adherence to Requirements* – Does the Project Deliverable satisfy specified requirements?
- b. *Clarity* – For written IES and HIX Project Deliverables, does the Project Deliverable clearly state its meaning and minimize the possibility of misinterpretation?
- c. *Completeness* – Does the Project Deliverable fulfill applicable requirements, with no tasks left incomplete? Is anything missing?
- d. *Consistency* – Are the requirements contained in the Project Deliverable consistent both within a given IES or HIX Project Deliverable and across all IES and HIX Project Deliverables?
- e. *Traceability* – For each Project Deliverable, are all applicable requirements traceable through each phase of the software development life cycle?
- f. *Adherence to Laws, Rules and Guidelines* – Do the IES and HIX Project Deliverables satisfy all applicable guidelines, standards, instruction, and policies issued by project managers as well as state and federal agencies?

1.2.3.3.3.3. Details of specific deliverables for the IES and HIX Projects will depend on vendor proposals and contract negotiations for those projects. For purposes of this RFP, assume that the IV&V Vendor shall review the IES and HIX Project deliverables listed in the table below.

ITEM #	TASK DESCRIPTION	APPLIES TO:	
		IES	HIX
1	Review of project management plans.	✓	✓
2	Review of Implementation Vendor's project master schedule for each phase.	✓	✓
3	Review of Implementation Vendor's detailed staffing plan, including Vendor staff and subcontractors.	✓	✓
4	Evaluation of effectiveness of the Joint Applications Development (JAD) sessions with the State's designated subject matter experts.	✓	✓
5	Review of conceptual design, including any COTS components, custom design, legacy system impacts, and rules engine capabilities.	✓	✓
6	Review of business processes and technical requirements processes, including designing, developing and implementing requirements.	✓	✓
7	Evaluation of implementation of State Partnership Exchange for October 2013.		✓
8	<p>Pending legislation establishing an Exchange operating entity, review the design, development and implementation of a HIX solution that meets all federal and State requirements for a State Based Exchange for October 2014 open enrollment:</p> <ul style="list-style-type: none"> i. Individual Exchange Eligibility and Enrollment, SHOP Eligibility and Enrollment ii. Migrating seamlessly between different types of coverage including Medicaid, individual HIX plans, and SHOP plans, iii. Exchange Plan management, iv. Financial management, v. Consumer Assistance , vi. Communications, vii. Oversight 		✓
9	Assess user facing design architecture, particularly how they adhere to UX2014 principles.		✓
10	Review of initial architectural design and hardware/software plans and subsequent updates.	✓	✓

ITEM #	TASK DESCRIPTION	APPLIES TO:	
		IES	HIX
11	Assessment of the configuration plan, including all planned environments (development, UAT, operational readiness, training and regression testing).	✓	✓
12	Evaluate effectiveness of unit testing.	✓	✓
13	Review of data conversion plans.	✓	
14	Assessment of data conversion plans and processes.	✓	
15	Review of user acceptance test plan.	✓	✓
16	Evaluation of user acceptance testing on all IES components and interfaces to legacy systems.	✓	
17	Review of training plans.	✓	✓
18	Review of business process change management plans.	✓	
19	Assessment of training.	✓	✓
20	Review of business process change for implementation.	✓	✓
21	Review of knowledge transfer plan.	✓	✓
22	Evaluation of knowledge transfer process.	✓	✓
23	Review of user documentation.	✓	✓
24	Review of implementation plans including operational readiness testing.	✓	✓
25	Evaluation of System Security Plan.	✓	✓
26	Review of Implementation Vendor's Security Risk Assessment and Plan of Action and Milestones	✓	✓
27	Evaluation of implementation of Phase 1 IES components, (includes integration with FFE).	✓	
28	Evaluation of implementation of IES integration with Illinois HIX.	✓	✓
29	Evaluation of implementation of Phase 2 IES components.	✓	
30	Review system and program operations used to	✓	✓

ITEM #	TASK DESCRIPTION	APPLIES TO:	
		IES	HIX
	report data to various federal agencies.		

1.2.3.3.4. Offeror Response to Review IES and HIX Deliverables

The Offeror must include in its response a description of its process for performing all required assessments of the deliverables from the IES and HIX Implementation projects. The Offeror’s review methods should align with the quality attributes listed in Section 1.2.3.3.2. The Offeror shall describe its method for assessing risks, documenting findings and communicating them to the State and the IES and HIX Entities.

1.2.3.3.4. IV&V Monthly Review and Assessment Report

1.2.3.3.4.1. The IV&V Vendor shall provide a Monthly Review and Assessment Report to the EMOG Executive Committee that describes the overall progress of both the IES and HIX projects. This shall be a single report formatted with an executive summary and dashboards for each project. The monthly report shall also provide key information for IV&V tasks performed in such month, plans for the upcoming month, and updates on implementation readiness. The State will grant the IV&V Vendor access to the repositories where all IES and HIX work products and meeting notes are housed so that the IV&V Vendor can review and follow up for monthly reports. Report information shall include:

- a. IV&V activities performed.
- b. Findings or issues identified as a result of the IV&V activities performed.
- c. Recommendations for project improvements based on IV&V reviews.
- d. IES and HIX implementation deliverables reviewed during such month and results of those reviews.
- e. Updated IV&V Risk logs for both IES and HIX projects.
- f. A checkpoint of where each project is in relation to overall completion and timing.
- g. Status on how each project is progressing towards meeting federal certification standards.

1.2.3.3.4.2. Offeror Response to Monthly Review and Assessment Report

The Offeror’s response must include a description and supporting sample documents to demonstrate the following:

- a. Review of technical aspects of each project and the technical aspects of the integration of the two systems.
- b. Assessment of stakeholders, user involvement, and system ability to support program business needs.
- c. Analysis and communication of project performance.
- d. Risk management assessment.
- e. Assessment of each system’s adherence to federal certification standards.
- f. Performance measurement and tracking project completion against milestones.
- g. Sample monthly review and dashboard reports used for past projects.

1.2.3.3.5. Executive Team Briefings

1.2.3.3.5.1. Executive Team briefings shall be formal presentations by the IV&V Vendor to the Directors/Secretary of all three agencies (HFS, DOI, and DHS). The IV&V Vendor will provide and discuss an executive level summary of the IV&V assessment of the projects from the IV&V perspective on a quarterly basis. The IV&V Vendor will highlight specific areas of risk and any recommended mitigation plans which will assist the agency executives in their review of the overall health of the projects.

1.2.3.3.5.2. Offeror Response to Executive Team Briefings

The Offeror must include in its response a description of its process and sample documents that portray how it will address the activities defined above, including the following:

- a. A description of its approach to presentation to agency executives.
- b. Process for relaying risks and mitigation strategies to agency executives.

1.2.3.3.6. Perform System Audits

1.2.3.3.6.1. The IV&V Vendor shall perform three (3) separate audits to determine the preparedness of the system prior to each deployment as described below:

- a. Prior to deployment of Phase 1 IES that will interface with the FFE (October 2013),
- b. Prior to implementation of the Illinois HIX and its integration with IES (date to be determined), and
- c. Prior to final deployment of IES (Phase 2 – October 2015).

1.2.3.3.6.2. The audits shall focus on system adherence to federal certification standards and requirements, system functionality and the system's ability to support program business needs. Timeframes are further described in the Milestones section.

1.2.3.3.6.3. The IV&V Vendor shall:

- a. Develop a plan to perform a system audit, including, but not limited to, the dimensions which will be addressed in the system audit and the criteria applied to each dimension.
- b. Report results of the system audit and recommend practical and feasible solutions to ensure the system is implemented within the intended timeframe.

1.2.3.3.6.4. Offeror Response Submission for Performing System Audit

The Offeror must include in its response a description of its process and supporting sample documents that portray how it will address the activities defined above, including the following:

- a. A detailed description of its approach to a system audit – processes and methodologies that will be used. The description shall include how the Offeror will address all items defined above, including a high level audit plan.
- b. Its process for reporting findings and making recommendations to remediate.

1.2.3.3.7. Conclude IV&V Services

The IV&V Vendor's end-of-project activities include but are not limited to the following:

1.2.3.3.7.1. The IV&V Vendor shall develop an all-inclusive library of artifacts created by the IV&V Vendor during the term of the IV&V contract to be delivered to the HIX/IES Entities at the end of the contract.

1.2.3.3.7.2. The IV&V Vendor shall confirm that all IES and HIX Project Deliverables and all IV&V Project Deliverables are up to date and finalized.

1.2.3.3.7.3. The IV&V Vendor shall report on the effectiveness of end-of-project activities with the IES and HIX Entities for a transition to stable system operation and maintenance.

1.2.3.3.7.4. The IV&V Vendor shall prepare a final written report that summarizes expectations, lessons learned, opportunities, and challenges related to the new IES and HIX delivery systems.

1.2.3.3.7.5. **Offeror Response Submission for Concluding IV&V Services**

The Offeror must include in its response a description of its process for concluding IV&V services. Offeror shall also submit a sample final report.

1.2.3.4. Additional IV&V Reviews

1.2.3.4.1. The State, at its discretion, may request the Vendor to provide additional services for IV&V reviews that are not delineated at this time. The types of additional support services which may be needed include the following resource types. Specific details regarding the number and types of staff needed will be negotiated at time of need:

1.2.3.4.1.1. *IV&V Project Manager* – May need to add scope of Project Manager or otherwise obtain services of a senior level individual to provide high level services in assessing quality assurance of the systems and ensure compliance with state and federal standards and procedures.

1.2.3.4.1.2. *IV&V Analyst* – Conducts Independent Verification and Validation of complex systems, conducts quality reviews of design documents, reviews test plans and procedures for accuracy, and ensures that the system fulfills its requirements and is in accordance with its design intent and applicable standards and conventions.

1.2.3.4.1.3. *IV&V Technical Analyst* – Provides expertise for validation of technical infrastructure and software development, makes suggestions for reliable technical solutions, and ensures that implementation of the technology solution is on target and in compliance with state and federal regulations.

1.2.3.4.1.4. *Application Tester* – Performs complex software testing analysis, including test plans, data and design, testing and maintenance of websites as well as web-enabled software applications. Skills must include extensive application testing, software analysis, troubleshooting, and diagnosis of web components, data migrations, system integrations, and other operational activities necessary to support thorough testing of the State's software systems and applications architecture.

1.2.3.4.1.5. *Medicaid/ACA Subject Matter Expert* – The prospective candidate must demonstrate expertise in a particular area of need for the project whether functional or technical. Subject Matter Experts include Medicaid / CHIP Policy experts who have a deep knowledge of Medicaid / CHIP rules and policies as well as the implementation of the federal

ACA requirements. Individuals in this category will likely not be a full-time resource, but will be brought in at critical stages of the engagement.

1.2.3.4.1.6. The State will utilize a task order process which will consist of the following:

- a. The State will issue a task order for additional services based on a specific need for the IV&V project.
- b. Vendor will reply with an estimated number of hours for the task order request based on the categories of staff identified below. The final number of hours included in the task order is subject to negotiation and approval by the State.
- c. Rates for each staff member will be based on the amount established by the rates included in the Price Proposal (as agreed upon in the final contract).
- d. Formal approval of the task order by the State before the Vendor commences work. The Vendor will be required to perform the services necessary to satisfy the task order.

1.2.3.4.2. **Offeror's Response:** Offeror shall agree to provide these optional additional IV&V services as described above.

1.2.3.5. Understanding the Issues and Risks for IES and HIX projects

There are areas of challenge associated with both the IES and HIX projects. Offeror's can become better informed by reviewing the solicitations for each of these projects via the links provided in Section 1.2. It is important to have a thorough understanding of these challenges so that they can be monitored from the start and can be incorporated into any planning documents necessary. A few of the issues to be aware of include:

- a. Both IES and HIX projects have aggressive timeframes for implementation in order to meet the ACA requirements defined for October 2013.
- b. The HIX system will participate with the the Federally Facilitated Exchange (FFE) initially and then migrate over to a State-based exchange for Phase 2 implementation.
- c. Phasing out of legacy systems.

- 1.3. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS:** The Offeror must provide a **narrative response** to demonstrate its understanding of the State's requirements described within this RFP.
- 1.3.1.** The Offeror must describe its proposed approach to each of the services required in Section 1.2 above in a clearly labeled narrative. Narrative responses should indicate corresponding section numbers from the RFP. Include details within the response as directed by the applicable subsection within section 1.2. Mere reiterations of the tasks and functions are strongly discouraged, as this does not provide insight into the Offeror's understanding of the requirements of this RFP, or how the Offeror proposes to meet those requirements.
- 1.3.2.** The Offeror must agree to deliver the required tasks within the timeframes defined in Section 1.4 – Milestones and Deliverables.
- 1.3.3.** The Offeror must agree to comply with the terms defined in Section 1.4.6 – Reporting, Status and Monitoring.
- 1.3.4.** The Offeror must address in narrative form, all requirements requested in the personnel and staffing sections within Section 1.5 – Offeror / Staff Specifications.

1.4. MILESTONES AND DELIVERABLES:

1.4.1. Federal statute requires an aggressive timeframe for the implementation of the IES and HIX systems. By October 1, 2013, Illinois must be able to demonstrate to federal officials that a system is in place that will fulfill the requirements related to eligibility and enrollment for both State-funded health programs, and the Health Insurance Exchange as outlined by the ACA of 2010. By January 1, 2014, the State must begin covering individuals in Medicaid or other health coverage using the new system. The law requires a single enrollment process that allows individuals to determine eligibility and make seamless transitions between programs as circumstances in their lives’ change. Illinois intends to complete a first phase of the IES by October 2013. However, Illinois does not anticipate having the HIX system operational until the fall of 2014. Prior to and during calendar year 2014, Illinois anticipates enrolling individuals for Exchange activities through a State Partnership Exchange (SPE), transitioning to a State Based Exchange beginning with open enrollment in October of 2014.

1.4.2. Illinois intends to complete replacement of the existing legacy systems by October 1, 2015 in order to access the enhanced federal matching funds for these legacy system replacements, as enhanced funding expires at the end of 2015.

1.4.3. To achieve the aggressive deadlines outlined above, it is critical that the Vendor provide oversight and quality assurance services for all implementation efforts, maintain effective project communications, and promote every effort to prevent slippage in the schedule.

1.4.4. Milestones and Deliverables

The table below contains the milestones and deliverables as well as completion dates expected of the IV&V Vendor. Because an exact start date is unknown at this time and in order to allow for Offerors to develop the project plan deliverable described below, Offerors shall use an assumed start date of February 1, 2013. Paid deliverables are indicated in the table below and also include any additional IV&V reviews as authorized by the State through the Task Order process. The IV&V Vendor will receive payment upon completion and acceptance of each deliverable by the State.

Task #	Milestone / Deliverable	Timeframe for Completion
1. Manage the IV&V Services		
1.1	Provide a comprehensive IV&V Project Management Plan, including a description of the activities, personnel, schedule, standards and methodology for conducting the IV&V assessments. (Paid deliverable)	Within 10 business days after contract execution.
1.2	Develop Certification Plan in coordination with the State and the Implementation Vendor to outline the processes and procedures that will be used to manage certification activities.	Within 15 days after contract execution.
1.3	Define requirements for all system certification materials.	Within 30 days after contract execution.
1.4	Provide templates for the following:	Within 15 days after contract execution.

Task #	Milestone / Deliverable	Timeframe for Completion
	<ul style="list-style-type: none"> a. A monthly Review and Assessment Report, including dashboards to report on project deliverables and their status. b. A deliverables checklist to track and report on deliverables reviewed. 	
1.5	Present information in person to agency executives. (Paid Deliverable)	Quarterly
2. Perform Initial Assessment		
2.1	Present an IV&V assessment tool, including assessment criteria, strategies and a schedule of assessments, for the IES and HIX Implementation phases and integration of the project.	Within 15 business days after contract execution. The State will provide feedback regarding the tool within ten (10) business days of receipt of the tool.
2.2	Conduct the Initial Assessment of IES and HIX Implementation Projects and produce an Initial Assessment Report to present to the EMOG Executive Committee. (Paid Deliverable)	Assessment will begin within 5 days after the State's approval of the assessment tool. Initial Assessment Report is due 4 weeks after the assessment start date.
3. Review IES and HIX Deliverables		
3.1	Perform a review of IES and HIX Deliverables and report the details of each review to both the EMOG Executive Committee and the IES and HIX Entities.	Deliverable reviews will occur as requested by the State. Results shall be provided as part of the Monthly Review and Assessment Report. Issues that require attention shall be reported immediately.
4. Weekly Review of Project Status Reports		
4.1	Perform a review of IES and HIX Weekly Project Status reports to identify any immediate issues that require quick resolution.	Notify Project Managers from either or both implementation teams immediately if serious issues are observed.
5. Monthly Review and Assessment Report		
5.1	Dashboard reports to the EMOG Executive Committee, including any deliverables reviewed during the period of time since the last report. Monthly assessment shall include measuring adherence to Federal certification	Monthly

Task #	Milestone / Deliverable	Timeframe for Completion
	standards and tracking project completion against IES and HIX milestones, as well as updates to the Risks and Issues logs. (Paid Deliverable)	
6. Perform System Audits		
6.1	Verify that the IES system solution meets the criteria for federal CMS Certification by reviewing and providing a written assessment of all certification materials produced by the Implementation Vendor in advance of Federal certification review.	45 days prior to planned deployment
6.2	Develop a federal CMS Certification Letter requesting certification for IES and a Certification Validation Report validating that all CMS certification requirements have been met and documented.	30 days prior to planned deployment and in conjunction with federal certification dates.
6.3	Present a detailed report describing audit findings for the IES system. (Paid Deliverable)	Report due 30 days prior to implementation.
6.4	Verify that the HIX system solution meets the criteria for HHS Certification by reviewing and providing a written assessment of all certification materials produced by the Implementation Vendor in advance of Federal certification review.	Review complete by August 2013, for plan year 2015.
6.5	Review the HIX Declaration Letter and Blueprint requesting certification and validating that all HHS certification requirements have been met and documented.	Review complete by September 2013, for plan year 2015.
6.6	Present a detailed report describing audit findings regarding the HIX system solution. (Paid Deliverable)	Report due 30 days prior to implementation.
7. Conclude IV&V Services		
7.1	Deliver a final report documenting IV&V tasks, activities, findings, "lessons learned" from the implementation, and any outstanding technical issues/risks from each project. (Paid Deliverable)	2 weeks prior to contract end date.

1.4.5. IV&V Deliverable Review Process

The detailed schedule for the IV&V deliverables will be specified in the approved IV&V Project Management Plan. The IV&V deliverable review process is as follows:

- 1.4.5.1. Each IV&V deliverable shall be submitted to the EMOG Executive Committee. The EMOG Executive Committee shall review each deliverable and provide comments to the IV&V Vendor within 10 business days.

- 1.4.5.2. The IV&V Vendor shall have 5 business days to address any comments made by the EMOG Executive Committee.
- 1.4.5.3. The deliverable will be approved for payment upon acceptance by the EMOG Executive Committee.

1.4.6. REPORTING, STATUS AND MONITORING

1.4.6.1. At the State’s option, the Parties will work together to monitor performance during the contract and warranty term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may also record matters related to price, service, quality and other factors deemed important by the State.

1.4.6.2. Vendor shall cooperate with the State in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

1.4.6.3. Exclusions

Vendor shall screen all current and prospective employees, contractors, and subcontractors, and any parties directly or indirectly affiliated with the contract prior to engaging their services under the contract and at least annually thereafter, by:

1.4.6.3.1. Requiring that current or prospective employees, contractors, or subcontractors and any parties directly or indirectly affiliated with the contract, to disclose whether they are Excluded Individuals/Entities; and

1.4.6.3.2. Reviewing the list of sanctioned persons maintained by the Agency’s Office of Inspector General (OIG) available at <http://www.state.il.us/agency/oig>, and the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services (HHS/OIG) available at <http://www.dhhs.gov/oig>.

1.4.6.3.3. For purposes of this section, “Excluded Individual/Entity” shall mean a person or entity which:

1.4.6.3.3.1. Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;

1.4.6.3.3.2. Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or

1.4.6.3.3.3. Has been convicted of a criminal offense related to the provision of health care items or services in the last ten (10) years.

1.4.6.3.4. Vendor shall terminate its relations with any employee, contractor, or subcontractor immediately upon learning that such employee, contractor or

subcontractor meets the definition of an Excluded Individual/Entity, and shall notify the OIG of the termination.

- 1.4.6.4.** The primary contract monitor for the project is the Project Management Office (PMO) within the Office of the Deputy Director for Planning and Health Reform in the Department of Healthcare and Family Services. In addition, the Vendor shall cooperate with several other entities that have roles in health reform and/or contract management, particularly the Chief Information Officers (CIOs) of the Departments of Healthcare and Family Services and Human Services and the appropriate representative for HIX.

- 1.4.6.5.** The Vendor shall work cooperatively with the State's IES PMO and with the leadership of the DOI HIX team.

1.5. OFFEROR / STAFF SPECIFICATIONS:

1.5.1. Offeror Experience

1.5.1.1. To assist the State in evaluating an Offeror's ability to meet the above criteria, Offerors shall submit a statement of relevant company experience. The documentation must thoroughly describe the Offeror's experience with similar contracts and IV&V work, specifically within the past three (3) years. The Offeror shall provide information as evidence of the Offeror's experience, including an overall description of the project and details regarding the role played by the Offeror.

1.5.1.2. Company/Firm Requirements

The Offeror's narrative must address each of the following:

1.5.1.2.1. A description of its organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.

1.5.1.2.2. A high level description of experience, technical level, eligibility application knowledge, and relative government experience.

1.5.1.2.3. A description of its proven IV&V experience providing IV&V services for enterprise information technology ("IT") applications. A minimum of three (3) years of experience is required.

1.5.1.2.4. A description of its proven IV&V experience providing IV&V services for government health programs or commercial health insurers. A minimum of three (3) years of experience in government health programs or with commercial health insurers is required.

1.5.1.2.5. Offeror's demonstrated ability to provide experienced IV&V professional staff.

1.5.2. Staff Experience

1.5.2.1. The IV&V Offeror shall identify dedicated and forward-looking individuals who possess both a deep and broad understanding of ACA, especially the health insurance exchange component of the law. The IV&V Offeror shall also understand the vision of the IES and HIX Projects, the technologies used to build and operate them, and the desire to build reusable components for other state Exchanges and re-use components from other Exchanges. Finally, the IV&V Offeror shall understand what it means to independently verify and validate systems of this scale, importance, and complexity.

1.5.2.2. Key Personnel

The State has determined that "Key Personnel" for the IV&V project consists of an IV&V Project Manager, IV&V Analyst, and an IV&V Technical Analyst. These qualify the minimum positions for the IV&V team, however, the team is not limited to only these roles and the Offeror must include all personnel intended for this project.

1.5.2.2.1. The IV&V Project Manager shall be the primary contact for the Vendor for all matters related to this Contract. The Project Manager shall have signatory and decision making authority for the Vendor with respect to project management, ensure that the IV&V team adheres to timelines, methodologies, consumer expectations, and any other contractual requirements, and will maintain a leadership role capable of understanding the scope of the project(s) in all aspects.

1.5.2.2.2. The IV&V Vendor shall identify the most qualified individuals to serve in the Key Personnel roles and must notify the State thirty (30) days before any personnel changes. The

Vendor must obtain prior approval from the State for any changes in Key Personnel. Illinois agrees that an approval of a substitution will not be unreasonably withheld. The State reserves the right to cancel the contract with the Vendor if Illinois finds that changes to the project team are detrimental to the project.

1.5.2.3. Personnel Requirements

Qualifications and experience for key personnel include the following:

1.5.2.3.1. Key Personnel should have extensive experience in each of their respective positions; a minimum of five (5) years each is desired.

1.5.2.3.2. Extensive experience in the application of risk analysis methodologies and concepts for large-scale health and human services projects including identifying project and business risks, and finding effective risk mitigation strategies and approaches.

1.5.2.3.3. Proven knowledge of information technology used in state health care and human services systems.

1.5.2.3.4. Extensive knowledge and experience in installation, evaluation, operations, and maintenance of enterprise systems.

1.5.2.3.5. Extensive experience and knowledge of industry standards and best practices regarding the management of large-scale and enterprise-level projects.

1.5.2.3.6. Experience with either Medicaid eligibility, or with commercial health insurer environments. Failure to demonstrate that all key personnel meet this requirement will result in rejection of the Offeror's proposal.

1.5.2.4. Offeror Response

In its response, the Offeror shall identify each position to be included in its team, a brief description of the role of each position, and specific individuals to serve in each position. The Offeror must describe how the key personnel will work as a team to effectively provide IV&V services. For each individual proposed, the Offeror shall provide the following:

1.5.2.4.1. A narrative of the individual's experience, supported by the individual's resume. Qualifications will be measured by education and experience, with particular emphasis on IV&V and Quality Assurance experience.

1.5.2.4.2. Detailed resumes shall include the following information at a minimum:

1.5.2.4.2.1. Education, training, and dates for each degree or certification.

1.5.2.4.2.2. Recent relevant experience (including start and end dates, and size and scope of the projects).

1.5.2.4.2.3. Experience requirements as detailed above in Section 1.5.2.3.

1.5.2.4.2.4. For the Project Manager only, provide three professional references. For each reference, include the contact person's name, organization, title, address, phone, and e-mail address, along with a brief description of the work performed.

1.5.3. Other Considerations

Offerors must address the additional considerations below.

- 1.5.3.1.** The Vendor must deploy a team of sufficient size, skill, and experience to complete the project in the agreed-upon timeframes. Given the scope and complexity of the project, it is critical that the Vendor assign staff who will provide a continuity of service throughout the project.
- 1.5.3.2.** The IV&V Project Manager shall advise the EMOG Executive Committee of the consequences of any changes in work direction. Illinois reserves the right to interview and approve the Vendor's project manager prior to project start-up and at any time the Vendor seeks to replace the project manager.

1.6. TRANSPORTATION AND DELIVERY TERMS: Deliverables must be delivered in hard copy and electronically on CD or USB flash drive to the Deputy Director for Planning and Reform Implementation at HFS.

1.7. SUBCONTRACTING

- 1.7.1.** Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Offeror must identify in Attachment FF - Subcontractor Disclosure, subcontractors with an annual value of more than \$50,000 and the expected amount of money each will received under the contract.
- 1.7.2.** The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Offeror shall provide to the State a copy of all such subcontracts within 20 days after execution of the prime contract or the subcontract, whichever occurs later.

1.8. WHERE SERVICES ARE TO BE PERFORMED

- 1.8.1.** All services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. At a minimum, the Vendor must maintain a business office in Illinois.
- 1.8.2.** The project will require access to State staff in Springfield and Chicago, Illinois, although some access can be acquired via video links between State office facilities. Although Vendor staff are expected to perform work at Vendor locations, there will also be significant amounts of time which the State expects IV&V Vendor staff to meet in person with State staff in State facilities, including travel to the IES and HIX delivery sites.
 - 1.8.2.1.** The State will provide a limited amount of work space for Vendor staff but the expectation is that the majority of work will be performed at the IV&V Vendor's office or at the IES and HIX Implementation Vendors' offices. The State will not be responsible for any costs associated with Vendor's leasing or purchase of space, or other start-up costs.
 - 1.8.2.2.** All travel costs must be included in Offeror's price proposal.
- 1.8.3.** The Vendor must include in its monthly reports the actual locations where work is being done, showing the percentage of work being performed in Springfield, percentage in Chicago, percentage in Illinois outside Springfield and Chicago, and the percentage being performed in other states within the United States.
- 1.8.4.** Location where services will be performed: [Click here to enter text.](#)

Include Section 1 and any attachments in Packet 1

SECTION 2 - PRICING

2.1 FORMAT OF PRICING:

2.1.1. The Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror’s price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror’s entire offer non-responsive and ineligible for award.

2.1.2. Pricing shall be submitted in the following format:

2.1.2.1. Table 1 must include the Offeror’s firm fixed price for all services required in the RFP for the initial one (1) year contract period. Renewal costs are not included in the Pricing Proposal. The renewal is subject to the same terms and conditions as the original contract. Table 1 will be scored, with a maximum of 200 points awarded to the Offeror with the lowest price. Refer to Section B.6 in the Selection of Vendor section for the pricing formula.

Table 1: IV&V Deliverable Costs			
IV&V Project Management Plan			\$
Final IV&V Report			\$
Recurring Tasks/Deliverables	Number of Occurrences	Fixed Price per Occurance	Total Cost
Initial Assessment Reports for IES and HIX Projects	1	\$	\$
Monthly Reports	11	\$	\$
Quarterly Executive Briefings	3	\$	\$
System Audit Reports	1	\$	\$
Firm Fixed Price for IV&V (Maximum 200 points)			\$

2.1.2.1.1. Once a Deliverable is approved as defined in the payment table above, payment for that deliverable will be processed. Recurring tasks/deliverables will be paid per occurrence.

2.1.2.2. Table 2 must include the Offeror’s firm fixed hourly rate for providing resources to the State for potential Task Order work. The Offeror must provide the hourly rate, then multiply the hourly rate by the number of hours indicated to arrive at a total price for each position classification. The hours presented in Table 2 reflect estimates for a single sample task order for evaluation purposes only, and does not constitute a guarantee of future task order work to be requested. The Task Order process is described in *Section 1.2.3.4 – Additional IV&V Reviews*. Table 2 will be scored, with a maximum of 50 points awarded to the Offeror with the lowest hourly rates. Refer to Section B.6 in the Selection of Vendor section for the pricing formula.

Table 2: Task Order Positions and Rates (50 point maximum)			
Position Classification	Hourly Rate*	Hours	Total Cost (Rate * Hours)
IV&V Project Manager	\$	100	\$
IV&V Analyst	\$	150	\$
IV&V Technical Analyst	\$	125	\$
Application Tester	\$	100	\$
Medicaid Subject Matter Expert	\$	75	\$

* Hourly rates will be firm for the full term of the contract and include all travel and expenses.

2.1.2.3. The completed Tables 1 and 2 will constitute the Offeror's official Price Proposal and will be scored as described in the Selection of Vendor section (Section B). The Offeror must include two hard copies of Tables 1 and 2 in a separate, sealed envelope or container, along with two copies in electronic form on a CD labeled as the Price Proposal. Tables 1 and 2 must be stapled together with a cover page identifying the Offeror's name and labeled as the Price Proposal.

- 2.2. **TYPE OF PRICING:** Pricing under this contract is a fixed payment rate per the Vendor's price listed in Sections 2.1.2. Payment will be made based on details described in Section 2.8 below.
- 2.3. **EXPENSES ALLOWED:** Expenses are not allowed.
- 2.4. **DISCOUNT:** [Click here to enter text.](#)% discount for payment within [Click here to enter text.](#) days of receipt of correct invoice.
- 2.5. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the Agency's Illinois tax exemption number and federal tax exemption information.
- 2.6. **OFFEROR'S PRICING OFFER:** Pricing offers shall be submitted as specified in Section 2.1.
- 2.7. **RENEWAL COMPENSATION:** If the resulting contract is renewed, the price shall be at the same rate as the initial term.
- 2.8. **PAYMENT:** Payments will be based upon completion of tasks/deliverables noted as "paid deliverables" in the table within section 1.4.4. For task orders, the IV&V Vendor shall submit an invoice for payment of the firm total price applicable to the task order upon completion and acceptance by the State.

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION

ATTACHMENT AA

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain Vendors and Bidders and Offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a Vendor, Bidder, or Offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, is prohibited from making political contributions.

In order to bid on this contract, the Offeror may be required to be registered and a copy of this certificate must be attached or Bid will be rejected. There is no remedy for failure to comply with this requirement.

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE



STATE OF ILLINOIS
AUTHORIZATION TO DO BUSINESS IN ILLINOIS

ATTACHMENT BB

Authorized to do Business in Illinois 30 ILCS 500/20-43

Section 20-43. Bidder or offeror authorized to do business in Illinois. In addition to meeting any other requirement of law or rule, a person (other than an individual acting as a sole proprietor) may qualify as a bidder or offeror under this Code only if the person is a legal entity authorized to do business in Illinois prior to submitting the bid, offer, or proposal. (Source: P.A. 96-795, eff. 7-1-10 (see Section 5 of P.A. 96-793 for the effective date of P.A. 96-795).)

Vendor hereby certifies to one of the following:

- A. Vendor is a legal entity, authorized to do business in Illinois prior to submitting a bid, offer, or proposal. A Vendor that is a legal entity authorized to do business in Illinois should provide evidence of such authorization as part of its bid, offer or proposal submission. **Failure to include evidence of its status, at the time of bid, offer or proposal, is not a disqualification from being considered. However, should the vendor subsequently receive a specific request from the agency or university to produce evidence of its status as authorized, then failure to timely produce such evidence may be considered grounds for determining the vendor not responsible. Vendor will be provided notice of such determination.**

I certify that this section A is a true and accurate statement -

- B. Vendor is an individual acting as a sole proprietor and is therefore not subject to the disclosure requirements of this section of the Procurement Code.

I certify that this section B is a true and accurate statement -

- C. Vendor is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by 805 ILCS 5/13.75. To the extent that Vendor hereby claims status as a foreign corporation not transacting business in Illinois under the statutory requirements of the Illinois Business Corporations Act, Vendor shall include a detailed explanation of the legal basis for such determination.

I certify that this section C is a true and accurate statement -

- D. Vendor is an entity otherwise recognized by the State of Illinois under an existing law that provides for a specific form of exemption similar to the foreign corporation exemption identified in Section C above. While not an exhaustive list, potentially recognized entities may include certain partnerships or limited liability companies under their respective laws. To the extent that Vendor certifies that it qualifies for such an exemption under existing law, Vendor shall include a detailed explanation of the legal basis for such determination.

I certify that this section D is a true and accurate statement -

Any necessary documentation provided in response to this part of the solicitation should reference this part and be attached immediately after this page.

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider an Offeror's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): [Click here to enter text..](#)

(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).
4. 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 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
 - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
 - 6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
 - 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract will begin upon contract execution, the last dated signature of the Parties, and end on December 31, 2013.

1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2. RENEWAL: Subject to the maximum total term as identified above, the State has the option to renew for a total of **two (2) years** in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

1.2.1. The renewal is subject to the same terms and conditions as the original contract except as stated below is this subsection. The contract may neither renew automatically nor renew solely at the Vendor's option.

1.3. TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.

1.4. TERMINATION FOR CONVENIENCE:

1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. 30 ILCS 500/20-60.

1.4.2. The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of

claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 2.3. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.4. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 2.5. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.6. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the Agency's Illinois tax exemption number and federal tax exemption information.
 - 2.6.2. Vendor shall invoice based on milestones, deliverables, or other invoicing requirements agreed to in the contract. The contracting agency shall provide the appropriate vendor invoice delivery instructions at time of contract.

Send invoices to:

Agency:	Healthcare and Family Services
Attn:	Quincy Grimes
Address:	201 S. Grand Avenue East, 3 rd Floor
City, State Zip	Springfield, IL 62763

3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other state or federal governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

6. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
7. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
9. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
10. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
11. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
12. **INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto

and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

13. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with, the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of the State.
14. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
15. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.
18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
21. **MODIFICATIONS AND SURVIVAL:** Amendments, 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 shall be interpreted, to the extent

possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

22. PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

23. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

24. SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

25. WARRANTIES FOR SUPPLIES AND SERVICES

25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

25.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

25.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

26.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

26.2. By August 31 of each year, Vendor shall report to the Agency the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

- 27. GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Vendor may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADMIN. CODE PARTS 1, 4, 6 & 8) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at (www.purchase.state.il.us).
- 28. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1. Agency Supplemental Provisions:

Agency Definitions

N/A

Required Federal Clauses, Certifications and Assurances

N/A

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

N/A

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

N/A

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

N/A

Agency Specific Terms and Conditions

1.1 CONFIDENTIALITY OF PROGRAM RECIPIENT IDENTIFICATION. Vendor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Vendor and Vendor's employees, by Vendor's corporate affiliates and their employees, and by Vendor's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Vendor, in the course of performing the Contract, serves as a business associate of the Agency, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Vendor shall assist the Agency in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Agency's medical programs.

1.2 NONDISCRIMINATION. Vendor and Vendor's principals, employees and subcontractors shall abide by federal Executive Orders 11246 and 11375. Vendor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Contract.

1.3 CHILD SUPPORT. Vendor shall ensure that employees performing services under this contract are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Vendor will not be considered out of compliance with the requirements of this Section if, upon request by the Agency, Vendor provides:

1.3.1 Proof of payment of past-due amounts in full;

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

- 1.3.2 Proof that the alleged obligation of past-due amounts is being contested through appropriate court or administrative proceedings and Vendor provides proof of the pendency of such proceedings; or
- 1.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.

1.4 NOTICE OF CHANGE IN CIRCUMSTANCES. In the event Vendor, Vendor's parent, or a related corporate entity becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Vendor's ability to perform under this Contract, Vendor will immediately notify the Agency in writing.

1.5 PERFORMANCE OF SERVICES AND DUTIES. Vendor shall perform all services and other duties as set forth in this Contract in accordance with, and subject to, applicable Administrative Rules and Department policies including rules and regulations which may be issued or promulgated from time to time during the term of this Contract. Vendor shall be provided copies of such upon Vendor's written request.

1.6 CONSULTATION. Vendor shall promptly furnish the Agency with copies of all correspondence and all documents prepared in connection with the services rendered under this Contract.

1.7 EMPLOYEE HANDBOOK. Vendor shall ensure that its employees who provide services under this contract at a location controlled by the Agency abide by applicable provisions of the Department's Employee Handbook.

1.8 BILLING.

- 1.8.1 Record keeping shall be in accordance with sound accounting standards.
- 1.8.2 Each invoice shall set out Vendor's SSN or taxpayer identification number.

1.9 RETENTION OF PAYMENTS. In addition to pursuit of actual damages or termination of this Contract:

- 1.9.1 Pursuant to 44 Ill. Admin. Code 1.5530, the Agency may deduct from whatever is owed Vendor on this or any other contract an amount sufficient to compensate the State of Illinois for any damages suffered by it because of Vendor's breach of contract or other unlawful act on Vendor's part on which the cancellation is based, including, but not limited to:
 - 1.9.1.1 The additional cost of supplies or services bought elsewhere;
 - 1.9.1.2 The cost of repeating the procurement procedure;
 - 1.9.1.3 Any expenses incurred because of delay in receipt of supplies or services; and
 - 1.9.1.4 Any other damages caused by Vendor's breach of contract or unlawful act.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1.9.2 If any failure of Vendor to meet any requirement of this Contract results in the withholding of federal funds from the State, the Agency may withhold and retain an equivalent amount from payments to Vendor until such federal funds are released to the State, at which time the Agency will release to Vendor the equivalent withheld funds.

1.10 DEDUCTIONS FROM PAYMENTS. Any payment to Vendor may be reduced or suspended when a provision of this Contract requires a payment or refund to the Agency or an adjustment to payment to Vendor.

1.11 COMPUTATIONAL ERROR. The Agency reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Agency will notify Vendor of any such corrections.

1.12 DISPUTES BETWEEN VENDOR AND OTHER PARTIES. Any dispute between Vendor and any third party, including any subcontractor, shall be solely between such third party and Vendor, and the Agency shall be held harmless by Vendor. Vendor agrees to assume all risk of loss and to indemnify and hold the Agency and 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, for Vendor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

1.13 FRAUD AND ABUSE. Vendor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Vendor staff, Vendor Subcontractor, Agency employee or Agency contractor. Vendor shall make this report within three (3) days after first suspecting fraud, abuse or misconduct. Vendor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, the Vendor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Vendor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. The Vendor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes the Vendor or Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

1.14 GIFTS. Vendor and Vendor's principals, employees and subcontractors are prohibited from giving gifts to Agency employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous contract with the Agency involving duties or obligations related to this Contract.

1.15 MEDIA RELATIONS AND PUBLIC INFORMATION. Subject to any disclosure obligations of Vendor under applicable law, rule, or regulation, news releases pertaining to this Contract or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Agency. Vendor shall not disseminate any publication, presentation, technical paper, or other information related to Vendor's duties and obligations under this Contract unless such dissemination has been previously approved in writing by the Agency.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1.16 EXCLUDED INDIVIDUALS/ENTITIES. Vendor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Contract and at least annually thereafter, by:

- 1.16.1 Requiring that current or prospective employees, contractors or subcontractors to disclose whether they are Excluded Individuals/Entities; and
- 1.16.2 Reviewing the list of sanctioned persons maintained by the OIG (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>).
- 1.16.3 For purposes under this section, “Excluded Individual/Entity” shall mean a person or entity which:
 - 1.16.3.1 Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles IV, XVIII, XIX, XX or XXI of the Social Security Act;
 - 1.16.3.2 Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
 - 1.16.3.3 Has been convicted of a criminal offense related to the provision of items or services to a federal, state or local government entity within the last 10 years.
 - 1.16.3.4 Vendor shall terminate its relations with any employee, contractor or sub-contractor immediately upon learning that such employee, contractor or sub-contractor meets the definition of an Excluded Individual/Entity, and shall notify the OIG of the termination.

1.17 NONEXCLUSION.

- 1.17.1 Vendor certifies that Vendor is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
- 1.17.2 If at any time during the term of this Agreement, Vendor becomes barred, suspended, or excluded from participation in this transaction, Vendor shall, within 30 days after becoming barred, suspended or excluded, provide to the Agency a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence complete.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1.18 TERMINATION FOR BREACH OF HIPAA COMPLIANCE OBLIGATIONS. Vendor shall comply with the terms of the HIPAA Compliance Obligations set forth in Appendix A. Upon the Agency's learning of a material breach of the terms of the HIPAA Compliance Obligations set forth in Appendix A, the Agency shall:

- 1.18.1 Provide Vendor with an opportunity to cure the breach or end the violation, and terminate this Contract if Vendor does not cure the breach or end the violation within the time specified by the Agency; or
- 1.18.2 Immediately terminate this Contract if Vendor has breached a material term of the HIPAA Compliance Obligations and cure is not possible; or
- 1.18.3 Report the violation to the Secretary of the United States Department of Health and Human Services, if neither termination nor cure by Vendor is feasible.

1.19 RETENTION OF HIPAA RECORDS. Vendor shall maintain for a minimum of six (6) years documentation of the protected health information disclosed by Vendor, and all requests from individuals for access to records or amendment of records, pursuant to Appendix A, sections C.6. and C.7., of this Contract, in accordance with 45 CFR 164.530(j).

1.20 MARKETING.

- 1.20.1 Definition. Marketing is any communication by Vendor about a product or service that encourages the individual (as defined in Appendix A, incorporated by reference and made a part hereof) to purchase or use the product or service, unless the communication is limited to:
 - 1.20.1.1 A description of health-related products or services (or payment for such products or services) that are provided by or included in a plan of benefits of the Agency or Vendor pursuant to this Contract, including communications regarding the entities participating in a health care provider network or health plan network, replacement of or enhancements to a health plan, and health-related products or services available only to an enrollee that add value to but are not part of the plan of benefits;
 - 1.20.1.2 Communications for treatment of the individual; or
 - 1.20.1.3 Communications for case management or care coordination for the individual or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the individual.
- 1.20.2 Authorization.
 - 1.20.2.1 Vendor must obtain an authorization for any use or disclosure of protected health information (as defined in Appendix A) for marketing, except if the communication is in the form of: face to face

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

communication made by Vendor to the individual, or a promotional gift of nominal value provided by Vendor.

- 1.20.2.2 If the marketing involves direct or indirect remuneration to Vendor from a third party, the authorization shall state that such remuneration is involved.

1.21 CONFLICT OF INTEREST. In addition to any other provision in this Contract governing conflicts of interest, Vendor certifies that neither Vendor, nor any party directly or indirectly affiliated with Vendor, including, but not limited to, Vendor's officers, directors, employees and subcontractors, and the officers, directors and employees of Vendor's subcontractors, shall have or acquire any Conflict of Interest in performance of this Contract.

- 1.21.1 For purposes of this section, "Conflict of Interest" shall mean an interest of Vendor, or any entity described above, which may be direct or indirect, professional, personal, financial, or beneficial in nature that, in the sole discretion of the Agency, compromises, appears to compromise, or gives the appearance of impropriety with regard to Vendor's duties and responsibilities under this Contract. This term shall include potential Conflicts of Interest. A Conflict of Interest may exist even if no unethical or improper act results from it or may arise where Vendor becomes a party to any litigation, investigation, or transaction that materially impacts Vendor's ability to perform under this Contract. Any situation where Vendor's role under the Contract competes with Vendor's professional or personal role may give rise to an appearance of impropriety. Any conduct that would lead a reasonable person, knowing all the circumstances, to a conclusion that bias may exist or that improper conduct may occur or gives the appearance of the existence of bias or improper conduct, is a Conflict of Interest.
- 1.21.2 Vendor shall disclose in writing any Conflicts of Interest to the Agency no later than seven (7) calendar days after learning of the Conflict of Interest. The Agency may initiate any inquiry as to the existence of a Conflict of Interest. Vendor shall cooperate with all inquiries initiated pursuant to this section. Vendor shall have an opportunity to discuss the Conflict of Interest with the Agency and suggest a remedy under this section.
- 1.21.3 Notwithstanding any other provisions in the Contract, the Agency shall, in its sole discretion, determine whether a Conflict of Interest exists or whether Vendor failed to make any required disclosure. This determination shall not be subject to appeal by Vendor. If the Agency concludes that a Conflict of Interest exists, or that Vendor failed to disclose any Conflict of Interest, the Agency may impose one or more remedies, as set forth below.
- 1.21.4 The appropriate remedy for a Conflict of Interest shall be determined in the sole discretion of the Agency and shall not be subject to appeal by Vendor. Available remedies shall include, but not be limited to, the elimination of the Conflict of Interest or the non-renewal or termination of the Contract.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1.22 CLEAN AIR ACT AND CLEAN WATER ACT. Vendor certifies that Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act (42 U.S.C. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the United States Environmental Protection Agency.

1.23 LOBBYING.

- 1.23.1 Vendor certifies to the best of Vendor's knowledge and belief, that no federally appropriated funds have been paid or will be paid by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 1.23.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Vendor shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at Vendor's request from the Agency's Bureau of Fiscal Operations.
- 1.23.3 Vendor shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 1.23.4 This certification is a material representation of fact upon which reliance was placed when this Contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.24 RULES OF CONSTRUCTION. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Contract:

- 1.24.1 Provisions apply to successive events and transactions;
- 1.24.2 "Or" is not exclusive;
- 1.24.3 References to statutes and rules include subsequent amendments and successors thereto;

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

- 1.24.4 The various headings of this Contract are provided for convenience only and shall not affect the meaning or interpretation of this Contract or any provision hereof;
- 1.24.5 If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
- 1.24.6 "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- 1.24.7 Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
- 1.24.8 Words in the plural which should be singular by context shall be so read, and vice versa; and
- 1.24.9 References to "Illinois Department of Healthcare and Family Services," "Department" or "Agency" shall include any successor agency or agencies thereto.

2. Offeror Supplemental Provisions:

[Click here to enter text.](#)

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT FF

1. Will subcontractors be utilized? Yes No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000.00 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of work: [Click here to enter text.](#)

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

3. All subcontracts over \$50,000.00 must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT GG

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies 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. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are 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 and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.1.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that 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 United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it 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 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it 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.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies 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 or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- 28.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 29.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The State will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract within 20 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.00.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000.00
- Subcontractor’s Parent Entity(ies) > \$50,000.00

Project Name and Illinois Procurement Bulletin Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.



STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the five options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 - Publicly Traded Entities

- 1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. I have attached a copy of the Federal 10-K.

Option 2 - Privately Held U.S. Entities with more than 200 Shareholders

- 2.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. I will complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and have attached information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held U.S. Entities, not including Sole Proprietorships

- 3.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Not-for-Profit Entities

- I will complete Step 2, Option B.

Option 5 - Sole Proprietorships

- I will skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

Distributive Income – If you selected Option 1.A., 2.A., 3.A. or 4A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributable income in an amount greater than \$106,447.20 or greater than 5% of the total distributable income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE - Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State contract: [Click here to enter text.](#)

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A above and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years 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? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment 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
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency, and position title of each individual.

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed through Step 2 and Step 3 and for each entity and sole proprietor in Step 1.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency, and position title of each individual. [Click here to enter text.](#)

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, or 5 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.				

--	--	--	--	--

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed and made under penalty of perjury for all for-profit entities by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: [Click here to enter text.](#)

Signature: _____

Date: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT II

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

[Click here to enter text.](#)

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT JJ

1. Name of Business (official name and DBA)
[Click here to enter text.](#)

2. Business Headquarters (address, phone and fax)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

3. If a Division or Subsidiary of another organization provide the name and address of the parent
[Click here to enter text.](#)

4. Billing Address
[Click here to enter text.](#)
[Click here to enter text.](#)

5. Name of Chief Executive Officer
[Click here to enter text.](#)

6. Vendor Contact (name, title, address, phone, toll-free number, fax, and e-mail)
[Click here to enter text.](#)
[Click here to enter text.](#)

7. Company Web Site Address
[Click here to enter text.](#)
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below
[Click here to enter text.](#)
9. Length of time in business
[Click here to enter text.](#)
10. Annual Sales for Vendor's most recently completed fiscal year
[Click here to enter text.](#)
11. Show number of full-time employees, on average, during the most recent fiscal year
[Click here to enter text.](#)

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

Provide three (3) references from established firms or government agencies other than the procuring agency that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

- 1.** Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
- 2.** Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
- 3.** Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)

Offeror Name: [Click here to enter text.](#)

Taxpayer Identification Number: [Click here to enter text.](#)

Return Mailing Address: [Click here to enter text.](#)

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT LL

[Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 22028161, including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	The Offeror is discouraged from taking exceptions. State law shall not be circumvented by the exception process. The State will determine in its sole discretion whether to accept any exception. Exceptions may result in rejection of Offeror’s proposal. Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency for the work performed shall be pursuant to the solicitation and resulting contract.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as “add,” “replace,” and/or “delete.”
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

[Click here to enter text.](#) hereby agrees to the exceptions provided by [Click here to enter text.](#) and to the Additional Terms and Conditions provided by [Click here to enter text.](#).

Agreed: Click here to enter text.	Agreed: Click here to enter text.
By: Click here to enter text.	By: Click here to enter text.
Signed:	Signed:
Position: Click here to enter text.	Position: Click here to enter text.
Date: Click here to enter text.	Date: Click here to enter text.

STATE OF ILLINOIS
MINORITY, FEMALE, AND PERSONS WITH DISABILITIES
PARTICIPATION AND UTILIZATION PLAN

ATTACHMENT MM

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) 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 (BEP certified vendor).

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of 25% based on the availability of BEP certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of BEP certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

1. At the time of proposal submission, the BEP Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the BEP Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit (www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(c).
2. If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Each party must execute the proposal to the Agency.
3. An agreement between a Vendor and a BEP certified vendor in which the BEP certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency/ in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**
4. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at (www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies, but BEP subcontractors must be certified by CMS as BEP certified vendors before the time of contract award.

- 5. Vendor Assurance:** The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.
- 6. Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed by all BEP certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Counting guidelines are summarized below:
- 6.1.** The value of the work actually performed by the BEP certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
 - 6.2.** A joint venture shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs with its forces toward the goal. A BEP contract shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the forces of a non-BEP certified party shall not be counted toward the goal.
 - 6.3.** When a BEP certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the BEP certified vendor's subcontractor is a BEP certified vendor. Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.
 - 6.4.** A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer or supplier.
 - 6.5.** A Vendor shall count towards the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers or suppliers:
 - 6.5.1.** The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 6.5.2.** The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 6.5.3.** The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the

Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.6. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

6.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

6.6.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

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

7. Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of proposal submission. Vendors will not be permitted to correct goal deficiencies post proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

7.1. The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

7.1.1. Soliciting through all reasonable and available means (e.g., attendance at a bidder conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. The Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

- 7.1.2. Selecting portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This include, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
 - 7.1.3. Making a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
 - 7.1.4. Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation may include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with BEP certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
 - 7.1.5. Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without sound reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to meet the goal.
 - 7.1.6. Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
 - 7.1.7. Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - 7.1.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.
- 7.2. In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
 - 7.3. If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.
 - 7.4. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.

8. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough BEP certified vendor

participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 8.1.** The Utilization Plan may not be amended without the Agency's prior written approval.
- 8.2.** The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- 8.3.** Substitutions of a BEP certified vendor shall be permitted under the following circumstances:
 - 8.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 8.3.2. Failure of performance;
 - 8.3.3. Financial incapacity;
 - 8.3.4. Refusal by the BEP certified vendor to honor the bid or proposal price or scope;
 - 8.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 8.3.6. Failure of the BEP certified vendor to meet insurance, licensing or bonding requirements;
 - 8.3.7. The BEP certified vendor's withdrawal of its bid or proposal; or
 - 8.3.8. Decertification of the BEP certified vendor.
- 8.4.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 8.5.** Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-BEP certified vendor or the Vendor may perform the work.
- 8.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and

must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to bid on the new scope of work.

- 8.7.** A new BEP vendor agreement must be executed and submitted to the Agency within five business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 8.8.** The Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a BEP certified vendor and final payment to the BEP certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- 8.9.** The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of BEP certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 8.10.** The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

8.11 UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within Packet 4.

[Click here to enter text.](#) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disabilities Participation section of the solicitation for [Click here to enter text.](#), Illinois Procurement Bulletin Reference Number [Click here to enter text.](#). We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation.30 ILCS 575/4(e).

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

Vendor's person responsible for compliance:

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Vendor submits one (1) of the following statements:

- Vendor is certified (or are eligible and have applied to be certified) with BEP and plans to fully meet the BEP utilization goal through self-performance.
- Vendor will attach Part I to demonstrate its Plan fully meets the BEP utilization goal of 25 % through subcontracting.
- Vendor will attach Part I to detail that it does not fully meet the BEP utilization goal. Vendor will also attach Part II, Demonstration of Good Faith Efforts.

8.11. Part I - Utilization of BEP Certified Vendors

Please submit a separate Part I for **each** proposed BEP certified vendor. To achieve the BEP utilization goal through subcontracting, the following is proposed:

8.11.1. The proposed BEP certified vendor's company name, address and phone number:

Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

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

- Certified with the CMS Business Enterprise Program (BEP).
- Meets the criteria and has submitted an application for certification with BEP (BEP certification must be completed before contract award).
- Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization (BEP certification must be completed before contract award):

[Click here to enter text.](#)

8.11.2. A detailed description of the commercially useful work to be done by this BEP certified vendor is as follows:

[Click here to enter text.](#)

8.11.3. The total estimated cost to the State for this contract is \$[Click here to enter text.](#). The portion of the contract which will be subcontracted to this BEP certified vendor is \$[Click here to enter text.](#) or [Click here to enter text.](#)% of the total cost of the contract.

8.11.4. Check one of the following:

- A notarized signed letter of intent between [Click here to enter text.](#) and [Click here to enter text.](#) detailing the work to be performed by the BEP certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.
- A joint venture agreement between [Click here to enter text.](#) and [Click here to enter text.](#) is included in lieu of the letter of intent.

8.11.5. The Vendor has not prohibited or otherwise limited [Click here to enter text.](#) from providing subcontractor quotes to other potential bidders/vendors.

8.12. Part II - Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

8.12.1. Part II A - Good Faith Efforts Checklist

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

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

- Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
- Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
- Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Utilized resources available to identify available BEP certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

8.12.2. Part II B- Good Faith Efforts Contacts Log for Soliciting BEP Sub-consultant, Subcontractor or Supplier Participation

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

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

9.3. Letter of Intent (LOI) Between Prime Vendor and BEP Certified Vendor

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

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

Project Name: [Click here to enter text.](#) Project/Solicitation Number: [Click here to enter text.](#)

Name of Vendor: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

City, State and Zip: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#) Fax: [Click here to enter text.](#) Email: [Click here to enter text.](#)

Name of BEP Certified Vendor: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

City, State and Zip: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#) Fax: [Click here to enter text.](#) Email: [Click here to enter text.](#)

Type of agreement: Services Supplies Both Services/Supplies

Type of payment: Lump Sum [Click here to enter text.](#)

Hourly Rate: [Click here to enter text.](#)

Unit Price: [Click here to enter text.](#)

Period of Performance: [Click here to enter text.](#)

Proposed Subcontract Amount \$[Click here to enter text.](#) or Proposed % of Contract [Click here to enter text.](#)

Description of work to be performed by BEP Certified Vendor:

[Click here to enter text.](#)

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

[Click here to enter text.](#)

The Vendor and the BEP Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the BEP Certified Vendor will perform the scope of work for the price as indicated above.

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

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

[Click here to enter text.](#)

[Click here to enter text.](#)

Signature

Signature

Printed Name: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

Subscribed and sworn before me this

Subscribed and sworn before me this

_____ day of _____, 20____

_____ day of _____, 20____

Notary Public

Notary Public

My Commission expires:_____

My Commission expires:_____

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT NN

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).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Date: [Click here to enter a date](#)[Click here to enter a date](#)

STATE OF ILLINOIS

IV&V Project for IES and HIX

APPENDIX A

Appendix A: HIPAA Compliance Obligations

A. Definitions.

1. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR section 164.501.
2. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).
3. "PHI" means Protected Health Information, which shall have the same meaning as the term "protected health information" in 45 CFR section 164.501, limited to the information created or received by Vendor from or on behalf of the Agency.
4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 45 CFR Part 164 subparts A and E.
5. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR section 164.501.

B. Vendor's Permitted Uses and Disclosures.

1. Except as otherwise limited by this Contract, Vendor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Agency as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Agency.
2. Except as otherwise limited by this Contract, Vendor may use PHI for the proper management and administration of Vendor or to carry out the legal responsibilities of Vendor.
3. Except as otherwise limited by this Contract, Vendor may disclose PHI for the proper management and administration of Vendor, provided that the disclosures are required by law, or Vendor obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person. Vendor shall require the person to whom the PHI was disclosed to notify Vendor of any instances of which the person is aware in which the confidentiality of the PHI has been breached.
4. Except as otherwise limited by this Contract, Vendor may use PHI to provide data aggregation services to the Agency as permitted by 45 CFR section 164.504(e)(2)(i)(B).
5. Vendor may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR section 164.502(j)(1).

C. Limitations on Vendor's Uses and Disclosures. Vendor shall:

1. Not use or further disclose PHI other than as permitted or required by the Contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract;
3. Mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of PHI by Vendor in violation of the requirements of this Contract;
4. Report to the Agency any use or disclosure of PHI not provided for by this Contract of which Vendor becomes aware;

STATE OF ILLINOIS

IV&V Project for IES and HIX

APPENDIX A

5. Ensure that any agents, including a subcontractor, to whom Vendor provides PHI received from the Agency or created or received by Vendor on behalf of the Agency, agree to the same restrictions and conditions that apply through this Contract to Vendor with respect to such information;
6. Provide access to PHI in a Designated Record Set to the Agency or to another individual whom the Agency names, in order to meet the requirements of 45 CFR section 164.524, at the Agency's request, and in the time and manner specified by the Agency;
7. Make available PHI in a Designated Record Set for amendment and to incorporate any amendments to PHI in a Designated Record Set that the Agency directs or that Vendor agrees to pursuant to 45 CFR section 164.526 at the request of the Agency or an individual, and in a time and manner specified by the Agency;
8. Make Vendor's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Agency or created or received by Vendor on behalf of the Agency available to the Agency and to the Secretary of Health and Human Services for purposes of determining the Agency's compliance with the Privacy Rule;
9. Document disclosures of PHI and information related to disclosures of PHI as would be required for the Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
10. Provide to the Agency or to an individual, in a time and manner specified by the Agency, information collected in accordance with the terms of this Contract to permit the Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
11. Return or destroy all PHI received from the Agency or created or received by Vendor on behalf of the Agency that Vendor still maintains in any form, and to retain no copies of such PHI, upon termination of this Contract for any reason. If such return or destruction is not feasible, Vendor shall provide the Agency with notice of such purposes that make return or destruction infeasible, and upon the parties' written agreement that return or destruction is infeasible, Vendor shall extend the protections of the Contract to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. This provision shall apply equally to PHI that is in the possession of Vendor and to PHI that is in the possession of subcontractor or agents of Vendor.

D. Agency Obligations. The Agency shall:

1. Provide Vendor with the Agency's Notice of Privacy Practices and notify Vendor of any changes to said Notice;
2. Notify Vendor of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect Vendor's permitted or required uses and disclosures of PHI;
3. Notify Vendor of any restriction to the use or disclosure of PHI that the Agency had agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect Vendor's use or disclosure of PHI;
4. Not request that Vendor use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Agency.

E. Breach Requirements.

1. Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, apply to the Vendor in the same manner that such sections apply to the Agency. The Vendor's obligations include but are not limited to the following:

STATE OF ILLINOIS

IV&V Project for IES and HIX

APPENDIX A

- a. Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that the Vendor creates, receives, maintains, or transmits on behalf of the covered entity as required by HIPAA;
 - b. Ensuring that any agent, including a sub Vendor, to whom the Vendor provides such information, agrees to implement reasonable and appropriate safeguards to protect the data; and
 - c. Reporting to the Agency any security incident of which it becomes aware.
2. Privacy Obligations. To comply with the privacy obligations imposed by HIPAA, Vendor agrees to:
- a. Abide by any Individual's request to restrict the disclosure of Protected Health Information consistent with the requirements of Section 13405(a) of the HITECH Act;
 - b. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the Underlying Agreement and this Addendum;
 - c. Report to the Agency any use or disclosure of the information not provided for by the Underlying Agreement of which the Vendors becomes aware;
 - d. Ensure that any agents, including a sub Vendor, to whom the Vendor provides Protected Health Information received from the Agency or created or received by the Vendor on behalf of the Agency, agrees to the same restrictions and conditions that apply to the Vendor with respect to such information;
 - e. Make available to the Agency within 10 calendar days Protected Health Information to comply with an Individual's right of access to their Protected Health Information in compliance with 45 C.F.R. § 164.524 and Section 13405(f) of the HITECH Act;
 - f. Make available to the Agency within 15 calendar days Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
 - g. Make available to the Agency within 15 calendar days the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act;
 - h. To the extent practicable, mitigate any harmful effects that are known to the Vendor of a use or disclosure of Protected Health Information or a Breach of Unsecured Protected Health Information in violation of this Addendum;
 - i. Use and disclose an Individual's Protected Health Information only if such use or disclosure is in compliance with each and every applicable requirement of 45 C.F.R. § 164.504(e);
 - j. Refrain from exchanging any Protected Health Information with any entity of which the Vendor knows of a pattern of activity or practice that constitutes a material breach or violation of HIPAA;
 - k. To comply with Section 13405(b) of the HITECH Act when using, disclosing, or requesting Protected Health Information in relation to this Addendum by limiting disclosures as required by HIPAA.
3. Breach Notification. In the event that the Vendor discovers a Breach of Unsecured Protected Health Information, the Vendor agrees to take the following measures within 10 calendar days after the Vendor first becomes aware of the incident:

STATE OF ILLINOIS

IV&V Project for IES and HIX

APPENDIX A

- a. To notify the Agency of any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. parts D and E. Such notice by the Vendor shall be provided after the Vendor first becomes aware of the incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this provision, Vendor must notify the Agency of any such incident within the above timeframe even if Vendor has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA. The Vendor is deemed to have become aware of the Breach as of the first day on which such Breach is known or reasonably should have been known to such entity or associate of the Vendor, including any person other than the individual committing the Breach, that is an employee, officer or other agent of the Vendor or an associate of the Vendor;
 - b. To include the names of the Individuals whose Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach;
 - c. To complete and submit the Breach Notice form to the Agency (see Exhibit A); and
 - d. To include for the Agency a sample copy of the notice that was used to inform individuals about the breach.
4. Notification Duty. It is Vendors duty to provide the Breach notification to the affected individuals unless Agency agrees to provide the Breach notification.
 5. Costs. Vendor assumes all costs for providing Breach notification unless Agency agrees to assume any costs.
 6. Indemnification for Breach Notification. Vendor shall indemnify the Agency for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. parts D and E.
 7. Security Rule Compliance. Vendor shall comply with the Security Rule's administrative, physical and technical safeguard requirements. As part of compliance with the Security Rule, Vendor shall develop and implement written security policies and procedures with respect to the electronic PHI they handle. By signing this Amendment, the Vendor assures and acknowledges compliance with the requirements of HITECH including meeting the administrative, physical and technical safeguard requirements of the HIPAA Security Rule. (45 CFR Part 160, 162, 164.) Vendor also assures and acknowledges that the electronic PHI they transmit is encrypted and that it will adopt internal procedures for reporting breaches and mitigating potential damages.

F. Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits the Agency to comply with the Privacy Rule.

STATE OF ILLINOIS

IV&V Project for IES and HIX

APPENDIX A

(Appendix A)

EXHIBIT A

NOTIFICATION TO THE AGENCY OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

Vendor must complete this form to notify HFS pursuant to the Vendor Agreement for any Breach of Unsecured Protected Health Information. In accordance with the Vendor Agreement, notice must occur immediately or within 10 calendar days after the breach being discovered.

Notice shall be provided to:

(1) Contract Administrator Quincy Grimes, in compliance with the Notice Requirements of the Underlying Agreement, at:

Illinois Department of Healthcare and Family Services
Attn: Quincy Grimes
Bloom Building, 3rd Floor
201 South Grand Avenue East
Springfield, Illinois 62763

(2) HFS Privacy Officer, in compliance with the Notice Requirements of the Underlying Agreement at:

Illinois Department of Healthcare and Family Services
Attn: Privacy Officer
Bloom Building, 3rd Floor
201 South Grand Avenue East
Springfield, Illinois 62763

Information to be Submitted by Vendor:

Contract Information:
Contract Number:
Contract Title:
Contact Person for this Incident:
Contact Person's Title:
Contact's Address:
Contact's E-mail:
Contact's Telephone No.:

NOTIFICATION:

Vendor hereby notifies the Agency that there has been a Breach of Unsecured Protected Health Information that Vendor has used or has had access to under the terms of the Vendor Agreement, as described in detail below:

Date of Discovery of Breach:
Detailed Description of the Breach:

STATE OF ILLINOIS

IV&V Project for IES and HIX

APPENDIX A

Types of Unsecured Protected Health Information involved in the Breach (such as full name, SSN, Date of Birth, Address, Account Number, Disability Code, etc. – List All).
What steps are being/have been taken to investigate the breach, mitigate losses, and protect against any further breaches?
Number of Individuals Impacted. If over 500, identify whether individuals live in multiple states.

Submitted by:

Signature: _____ Date: _____

Printed Name and Title: _____