

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Department of Insurance

Illinois Health Insurance Marketplace Marketing & Outreach Campaign/**13-76829**

22030551

The Illinois Department of Insurance (“Agency,” “University,” or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for Offer’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

Brief Description:

Illinois requires a marketing and outreach strategy that reaches and speaks to the target populations of the Illinois Health Insurance Marketplace (Marketplace) while creating a strong, trusted reputation about the program among all Illinois residents. Market research will be conducted in phases and the Vendor must use the research to continuously inform the components and deliverables of the consortium’s marketing plan, including a statewide public awareness campaign, and adjustments in public relation strategies and messaging over time. Additionally, the Vendor must create and test a brand for the Marketplace that will successfully connect with all Illinois citizens and assist in making understandable the services of the Marketplace as a brand that is easily recognizable and strongly desired by the consumer. The brand should encourage a public perception that the Marketplace is something they can trust, rely on, and want to be a part of (social norm). Additionally, the Vendor must take full responsibility for the development of specific marketing, advertising, and public relations materials, including strategic partnership marketing, media planning and buying, maintaining a presence on social media, developing collateral (including an Assister website that Illinois consumers will be directed to for information about coverage options, assister contact information, direction on where to apply for coverage, and to sign up to be notified of future announcements and events), a crisis communication plan, and metrics to measure outcomes. The Vendor’s campaign must include a transition strategy from a Partnership Exchange to a State-based Exchange. Additionally, the Vendor must provide a Customer Relationship Management (CRM) application with the appropriate tools to track individuals who are touched by the Marketplace’s marketing, communication, and outreach efforts, and evaluate the outcomes of these efforts. **Given the multi-disciplinary requirements of this RFP, the state encourages the creation of consortiums, partnerships and/or joint ventures to bid on this project and best meet the diverse needs of the state.**

The resulting contract with the awarded vendor shall have an initial term of one (1) year. 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, the Department of Insurance has the option to renew for the following terms: this contract may be renewed 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.

Please read the entire solicitation package and submit an 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. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

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.

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

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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, then 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/University shall not be held responsible for information provided to any other person.

Solicitation Contact: Carolyn March	Phone: 217/557-5661
Agency/University: IL Department of Insurance	Fax: 217/524-6500
Street Address: 320 W. Washington Street	TDD: 217/524-4872
City, State Zip: Springfield, IL 62767	
Email: Carolyn.march@illinois.gov	

Suspected errors should be immediately reported 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/UNIVERSITY RESPONSE:** All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than **April 23, 2013**. Questions received and Agency/University responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written 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

Mandatory Attendance: Yes No

If attendance is mandatory, Offeror (current Vendor included) will be disqualified and considered non-responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Date: **TBD**

Time: **TBD**

Location: **TBD**

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 & Time

Date: **May 8, 2013**

Time: **1:00 pm**

A.6.2. Offer Firm Time: The Offer must remain firm for **180** days from opening.

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

Agency/University: Illinois Department of Insurance	"Sealed Bid – Do Not Open"
Attn: Carolyn March	Project Title & Reference#: Illinois Health Insurance Marketplace Marketing & Outreach Campaign/13-76829
Address: 320 W. Washington Street	Due Date & Time: May 8, 2013 at 1:00 pm
City, State Zip: Springfield, IL 62767	<i>Offeror Name</i>
Project Title & Reference: Illinois Health Insurance Marketplace Marketing & Outreach Campaign	<i>Offeror City, State Zip</i>

A.7. ORGANIZATION REQUIRED: Offers must be submitted in three 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 applicable attachments. Separately seal each packet.

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

A.7.2. **OFFEROR PRICING OFFER** – Packet 2

A.7.3. **ATTACHMENTS AA through CC, FF through KK, and MM** – 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/University specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a offeror’s position or, for example, an offeror’s licensing agreement).

A.7.5. OFFEROR 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. If appropriate, include the redacted copy of the Offer here.

A.7.5.2. Exceptions must be provided on Agency’s/University’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. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN - Packet 4

A.8. SUBMISSION OF OFFERS: Offer must be submitted in three separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** The three separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in three individual/shipping boxes. The three portions of the Offer should not be included on one CD or USB. Pricing must be on a separate CD or USB unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	8	2
PRICING – PACKET 2	1	2	1
OTHER FORMS AND CDs/USBs – PACKET 3	1	1	1
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 4	1	2	1

A.9. SECURITY: Performance Bond: \$N/A If a performance bond is required, Offeror must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.10. SMALL BUSINESS SET-ASIDE: Yes No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit (http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx).

- A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror 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 Offeror under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- A.12. 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 that are federally funded and the dollar amount of such federal funds will be disclosed.
- A.13. 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.14. 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).
- 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 A.7.) 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 Offeror 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 identifying the apparent most responsive/responsible Offeror.

A.18. REFERENCES: Yes No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring agency/university, 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: **Private & Government**

Number of Each Reference Type: **2**

A.19. INVOICING ADDRESS: Offeror 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:

Agency/University **IL Department of Insurance**

Attn: **Fiscal Department**

Address: **320 W. Washington Street**

City, State Zip: **Springfield, IL 62767**

Offeror shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable Agency's/University'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, 4.5550, 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
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Phone: (217) 558-3724
Facsimile: (217) 558-2164
Illinois Relay: (800) 526-0844

A.21. EVALUATION PROCESS: The State determines 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 considers 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 submits 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:

- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. See Attachment AA - State Board of Elections Registration for more detail.
- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois prior to submitting an Offer. Offeror shall complete certification #31 in Attachment GG - Standard Certifications, and provide any required documentation.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
- Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
- Disclosure of Business Operations: Offerors shall complete Attachment II - Disclosure of Business Operations with Iran.
- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- References: If references are required, Offeror shall complete Attachment KK - References.
- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

- A.21.1.1. 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.21.1.2. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- A.21.1.3. The State will determine whether offeror's offer 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 a offerof 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 determines whether the offeror is a "Responsible" offeror; a 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 any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business who contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nor is it intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

- 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 Offerors 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 ensures performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Offeror lacks the financial resources to perform under the Contract. The State may require that a Offeror correct any deficiencies as a condition of further evaluation.

A.21.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

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

A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: 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 may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University BEP Liaison prior to submission of proposals.

This contract is funded by the United States Department of Health and Human Services (HHS). Pursuant to the HHS' Recourses and Technology Office of Grants' guidelines, grant recipients must make positive efforts to use small businesses and minority and women owned businesses whenever possible.

BEP Liason: Carolyn March

Phone Number: 217/557-5661

Email Address: Carolyn.march@illinois.gov

Vendors who submit Offers for State contracts shall not be given a period after the Offer 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). Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks 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 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 determines 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.

B.4. RESPONSIVENESS ELEMENTS

- B.4.1.** The chart below shows the elements of Responsiveness that we will evaluate, including the total points possible, and the minimum point requirement for each element.
- B.4.2.** The total number of points for Responsiveness is 1,000. To be eligible for the Interview Phase of the RFP evaluation, Offerors must meet the minimum point requirements (420 points) of the Implementation Approach (315 points) and Offeror Team and Firm Qualifications (105 points), and the subcategory of an initial creative campaign proposal (85 points). The Interview/Presentation Phase will be conducted at the Agency's office in Chicago, Illinois, at the sole expense of the qualifying Offeror. Offerors who do not score the minimum total point requirement for Responsiveness in the Initial Review Phase (420 points) are to be considered non-responsive and will not be considered for the Interview/Presentation Phase, price evaluation, and award. Offerors who qualify for the Interview Phase, and do not score the minimum number of points for Responsiveness in the Interview Phase (280 points) and the live presentation subcategory (70 points), along with discussions of implementation approach (70 points) are to be considered non-responsive and will not be considered for price evaluation and award.
- B.4.3.** The presentation team (interview phase) must include key personnel identified in the proposal. The Offeror shall make every effort to have the key personnel listed in the proposal available for the presentation.
- B.4.4.** Offerors who achieve points equal to or above the minimum required points in each of the Initial Review Phase Responsiveness categories above will be required to make a presentation to the evaluation committee with the presentation team including all key personnel identified in the proposal.
 - I.** Presentations will follow the high-level agenda below, which is subject to change at the State's discretion:
 - a.** Overall Approach
 - i.** Introductions of key staff and qualifications; and
 - ii.** Overview of strategy, including phasing of work, key messages, and outcome evaluation.
 - b.** Live presentation of Offeror's initial creative comprehensive multi-platform, statewide branding, marketing, and public relations campaign proposal for the Illinois Marketplace.

- c. Discussion of implementation approach, including campaign proposal Offeror responses to questions provided following the initial review of its proposal.
 - d. Answers to questions State will pose after reviewing RFPs.
- II. Presentations will be evaluated on:
- a. The Offeror’s demonstrated capacity for clear, concise, and effective communication to State team members.
 - b. The extent to which the content of the presentation is aligned with the content of the RFP and demonstrates a comprehensive understanding of the State’s request.
 - c. The breadth and depth of experience and expertise evidenced by the presentation team, and in particular, the extent to which the campaign proposal meets the State’s requirements.
 - d. The Offeror’s strategy for identifying and managing the uncertainty surrounding Affordable Care Act implementation and incorporating testing results as needed.
 - e. The Offeror’s and subcontractors’ demonstrated ability to operate as an effective problem-solving team.

B.4.5. Additional details on the presentations will be provided to the qualifying Offerors after evaluating the Responsiveness elements. Presentations will be held at a location to be determined by the Agency. Offerors will be notified in advance of the date and time of its presentation. Presentations will be scored by the evaluation committee based on a 400-point scale. The presentation scores will be added to the Responsiveness scores and Offerors will be ranked in order of the total points achieved.

Phase I will be judged based on how well the Vendor demonstrates their ability to manage the scope of work as detailed below.

Description for Written Proposal (Phase I)	Maximum Points	Minimum Points
Market Research (refer to Section 1.2.1)	45	
Branding (refer to Section 1.2.2)	45	
Marketing / Public Relations		
Approach to marketing/public relations, including outcome analysis and evaluation (refer to Section 1.2.3).	45	
Quality of experience, based on the submitted creative portfolio (refer to Section 1.2.3.1.I).	45	
Quality of and approach to an initial creative comprehensive multi-platform, statewide branding, marketing, and public relations, campaign proposal for the Illinois Marketplace (refer to Section 1.2.3.1.II).	120	85
Approach to designing and developing an assister website (refer to Section 1.2.3.1.II.d)	35	
Tracking Communications (refer to Section 1.2.4)	70	
Milestones & Deliverables (refer to Section 1.4)	45	
Implementation Approach Total Points	450	315

Description for Written Proposal (Phase I)	Maximum Points	Minimum Points
Offeror Team and Firm Qualifications		
Overall relevant firm/company experience (refer to Section 1.5.1).	50	
Relevant experience of team members and corresponding staffing plan (refer to Section 1.5.2).	50	
Facilities location (refer to Section 1.5.3).	15	
Vendor references (refer to Section 1.5.4).	35	
Offeror Team and Firm Qualifications Total Points	150	105

Description for Written Proposal (Phase I)	Maximum Points	Minimum Points
Total Phase I Points	600	420

Description for Presentation (Phase II)	Maximum Points	Minimum Points
Oral Presentations		
Overall Approach, Introductions of key staff and qualifications; and overview of strategy, including phasing of work, key messages, and outcome evaluation (refer to Section B.4.4.1.a).	75	
Live presentation of Offeror's initial creative comprehensive multi-platform, statewide branding, marketing, and public relations campaign proposal for the Illinois Marketplace (refer to Section B.4.4.1.b).	125	70
Discussion of implementation approach, including campaign proposal Offeror responses to questions provided following the initial review of its proposal (refer to Section B.4.4.1.c).	125	70
Answers to questions State will pose after reviewing RFPs (refer to Section B.4.4.1.d).	75	
Presentation Total Points	400	280

Description for Written Proposal (Phase I)	Maximum Points	Minimum Points
Total Phase I and Phase II Points	1000	700

B.5. The total number of points for Price is **250**. A maximum of **95** points will be awarded based on the Offeror’s blended hourly rate for all activities required in Section 1. A maximum of **155** points will be awarded for the Offeror’s media buying commission. See Section 2 for instructions related to pricing, including Pricing Tables for the blended hourly rate and media buying commission. The State will determine Price points using the following formula:

Maximum Table 1 Price Points (95) X (Lowest Table 1 Price/Offeror’s Table 1 Price) = Offeror’s Table 1 Price Points

Maximum Table 2 Price Points (155) X (Lowest Table 2 Price/Offeror’s Table 2 Price) = Offeror’s Table 2 Price Points

Offeror’s Table 1 Price Points + Offeror’s Table 2 Price Points = Total Price Points

B.6. The maximum number of points is **1,250**. (Responsiveness **1,000** + Price **250**).

**Illinois Health Insurance Marketplace Marketing & Outreach Campaign
Proposal Specification Checklist Table 1**

Please indicate in your proposal, utilizing the table below, the section and page number where the requested information is located.

Responsive Category and Specifications	Vendor Narrative Reference
Market Research Approach to conducting market research, including defining a baseline, meeting immediate needs, leveraging previous research, conducting ongoing research overtime, and tracking and incorporating results into the campaign (refer to Section 1.2.1).	Section Page(s)
Branding Approach to branding, including developing a brand consumers know and trust for a Partnership Exchange and transitioning it to a State-based Exchange (refer to Section 1.2.2).	Section Page(s)
Marketing / Public Relations Approach to marketing/public relations, including outcome analysis and evaluation (refer to Section 1.2.3). Quality of experience, based on the submitted creative portfolio (refer to Section 1.2.3.1.I). Quality of and approach to an initial creative comprehensive multi-platform, statewide branding, marketing, and public relations, campaign proposal for the Illinois Marketplace (refer to Section 1.2.3.1.II). Approach to designing and developing an assister website (refer to Section 1.2.3.1.II.d)	Section Page(s)
Tracking Communications	

Approach to tracking communication (refer to Section 1.2.4).	Section Page(s)
Offeror Team and Firm Qualifications Overall relevant firm/company experience (refer to Section 1.5.1). Relevant experience of team members and corresponding staffing plan (refer to Section 1.5.2). Facilities location (refer to Section 1.5.3). Vendor references (refer to Section 1.5.4).	Section Page(s)
Milestones/Deliverables (refer to Section 1.4)	Section Page(s)

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**STATE OF ILLINOIS
OFFER**

C. Project Title / Reference # Illinois Health Insurance Marketplace Marketing & Outreach Campaign Campaign/13-76829

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 the Offer. 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 addendums to the solicitation and has taken those into account in making this Offer.

Yes No N/A

C.3 OFFEROR CONFERENCE: If attendance was mandatory, Offeror attended the Offeror Conference.

Yes No N/A

C.4 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.5 BOND: If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes No N/A

C.6 SMALL BUSINESS SET-ASIDE: Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes No N/A

C.7 PACKET 1: Yes No

- 0.1. Offeror's Proposed Solution to Meet the State's Requirements Yes No
- 0.2. Milestones and Deliverables Yes No
- 0.3. Offeror/Staff Specifications Yes No
- 0.4. Transportation and Delivery Terms Yes No N/A
- 0.5. Subcontracting Disclosed Yes No N/A
- 0.6. Where Services Are to Be Performed Yes No N/A

C.8 PACKET 2 – PRICING:

Yes No

C.9 PACKET 3: Yes No

- 9.1. Offer Yes No
- 9.2. Authorized to Do Business in Illinois Documentation, if checking option C or D in certification #31 in Standard Certifications – Attachment GG Yes No N/A
- 9.3. Illinois Department of Human Rights Public Contracts Number Yes No
- 9.4. Supplemental Terms and Conditions Yes No
- 9.5. Subcontractor Disclosure Yes No
- 9.6. Standard Certifications Yes No
- 9.7. Financial Disclosures and Conflicts of Interest Yes No
- 9.8. Disclosure of Business Operations in Iran Yes No
- 9.9. Business Directory Information Yes No
- 9.10. References Yes No N/A
- 9.11. Offeror Provided Additional Material, Confidential Documents and Exceptions Yes No
- 9.12. Taxpayer Identification Number Yes No
- 9.13. Redacted Copy of Offer with confidential information deleted Yes No

C.10 PACKET 4 – MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN

Yes No

C.11 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).

Items that Qualify and Explanation: [Click here to enter text.](#)

Signature of Authorized Representative: _____

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

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

1. SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

1.1. GOAL: The goals of the Illinois Health Insurance Market Place Marketing and Outreach Campaign are to: 1) Promote a culture of coverage; 2) Encourage enrollment; 3) Emphasize insurance retention through education and support, 3) Improve the health of Illinois citizens by providing health coverage options with financial assistance, increasing access to factual information, and fostering quality and value in the health care system; and 5) Build a strong and trusted reputation among Illinois residents. Illinois requires a marketing and outreach strategy that reaches and speaks to the un- and under-insured while creating a strong, trusted reputation about the program among all Illinois residents.

Background

On March 23, 2010, President Obama signed the Patient Protection and Affordable Care Act (ACA)¹ into law – broad federal legislation designed to increase access to quality, affordable health care coverage. The ACA requires the establishment of an online “marketplace” in each state to provide one-stop insurance shopping for consumers and small businesses. The marketplace will allow consumers and small businesses to purchase qualified health plans (QHPs) through a single portal that handles eligibility, plan comparison and enrollment into private insurance plans or public coverage options. Individuals will assess their coverage options through the marketplace and small businesses will obtain coverage through the SHOP (Small Business Health Options Program). Individuals who are below 138% of the federal poverty level (FPL) will be eligible for a public coverage option (Medicaid) and those between 138% and 400% will be eligible for immediate tax credits in the insurance marketplace.

All states have three potential options: 1) states may establish their own state marketplace; 2) the U.S. Department of Health and Human Services (HHS) may operate a federally-facilitated marketplace (FFE) for the state, or 3) states may enter into a partnership with the federal government to jointly operate a partnership marketplace. Regardless of the marketplace model, open enrollment for marketplaces will begin on October 1, 2013, with the effective date of plan coverage beginning January 1, 2014. For the first year of operations, open enrollment will run through March 31, 2014.

State of Illinois: a Partnership Marketplace

The State of Illinois has agreed to operate a partnership marketplace for the first year of operations. Pending action by the Illinois General Assembly, the State will transition from a partnership model to a state-based marketplace in 2015. In the partnership model, HHS will establish and maintain the Illinois marketplace website and a call center and Illinois will take responsibility for the majority of the consumer assistance functions. Federal guidance provides that state consumer outreach and education will precede open enrollment and begin in the summer of 2013 to give consumers a baseline understanding of health insurance and a basic understanding of marketplaces, QHPs and ACA affordability provisions. Partnership states must submit to HHS an Outreach and Education Plan on March 29, 2013 and a Paid and Earned Media Plan on **June 15, 2013**. HHS notes that plans should include performance metrics for tracking results and content development plans should include consumer testing to ensure content and language resonate with target audiences.

As a partnership marketplace, Illinois will implement a robust marketing and consumer outreach and education strategy to inform consumers of the new coverage options available under the ACA; direct consumers to an Illinois-specific webpage (which will lead consumers to the federal website as required by law); and continue marketing and education about health coverage once the initial enrollment period is closed.

Target Audience

The state will prioritize educating and mobilizing the current uninsured population. Illinois is most interested in learning how to identify, quantify, and best reach the groups that are most likely to be uninsured – people in communities of color (*e.g.*, uninsured people in different Latino communities, African Americans, etc.), young adults, and low-income and moderate-income individuals and families (those with incomes below 138% FPL

¹ Public Laws 111-148 and 111-152

(Medicaid eligible) and between 138-400% FPL (marketplace tax credit eligible). Below are the enrollment assumptions and goals in the individual marketplace and Small Business Health Options Program (SHOP).²

Year	Individual	Small Group (SHOP)	Total Enrollment
2014	337,000	149,000	486,000
2015	489,000	203,000	692,000
2016	714,000	329,000	1,043,000
2017	933,000	357,000	1,290,000
2018	946,000	403,000	1,349,000
2019	952,000	443,000	1,395,000
2020	958,000	443,000	1,401,000

1.2 SUPPLIES AND/OR SERVICES REQUIRED: The Vendor will educate and prepare Illinois consumers for the new coverage opportunities available under the Affordable Care Act and motivate Illinois consumers to enroll in health coverage. National research conducted by Enroll America found that 78% of uninsured adults lack awareness of new insurance options under the ACA. Additionally, among the uninsured, Enroll America found high levels of skepticism toward the coverage among key audiences, a significant percentage of whom were discouraged because they have been uninsured for two or more years. The study found a majority without college degrees, and many individuals with low literacy and comprehension levels.

The State of Illinois is seeking professional services for market research, branding, marketing and public relations and communication/results tracking for the Illinois Health Insurance Marketplace. Illinois requires a marketing and outreach strategy that reaches and speaks to the target populations while creating a strong, trusted reputation about the program among all Illinois residents. Given the multi-disciplinary requirements of this RFP, the state encourages the creation of consortiums to bid on this project and best meet the diverse needs of the state. The Agency will require services for the Health Insurance Marketing and Outreach Campaign as described in Sections 1.2, 1.4 and 1.5.

1.2.1 Market Research: Illinois will create a coordinated and wide-reaching effort to ensure that residents know how and where to sign up for coverage. The state of Illinois desires assistance to define the demographics and location of groups that are most likely to be uninsured – people in communities of color (e.g., uninsured people in different Latino communities, African Americans, etc.), young adults, low-income and moderate-income individuals and families (those with incomes below 138% FPL as well as those between 138-400% FPL). Due to the condensed timeline, market research will be divided into three segments: 1) definition of the market and baseline to measure efforts against; 2) immediate needs and 3) ongoing market research to inform the marketing strategy over time. This research will define the scope and nature of the submitted marketing and communication plan.

- 1.2.1.2** The Vendor (or a member of its consortium) must possess the experience, and demonstrate the capability, to perform the activities listed below, and in response to this RFP, the Vendor must describe its knowledge, previous experience and, proposed approach, to achieve the following:
- I. Demonstrate capability and experience in conducting research projects of this scope.
 - II. Address immediate market research needs by:
 - a. Providing comprehensive secondary research on the issues described in this RFP;

² Deloitte LLP, “Review of the Current Illinois Health Coverage Marketplace: Background Research Report” http://insurance.illinois.gov/hirc/resources/ILBackgrounResearchFinalReport_September2011.pdf
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- b. Developing a comprehensive snapshot of the size of market;
 - c. Filling or recommending research to determine information gaps concerning market, size of market, market segments, approaches to communicating to key markets; and
 - d. Applying the research results to proposed branding, marketing and public relation strategies.
- III. Leverage research previously conducted, including all research provided to the Vendor by the state, including the needs assessment referred to in Attachment OO.
- IV. Outline the qualitative and quantitative research methods to be used that include the entire state identifying pertinent subgroups in terms of information outlined but not limited below:
- a. An assessment of cultural and linguistic standards necessary to conduct effective marketing, outreach, communications, and education activities to diverse target populations, taking into account education and comprehension levels;
 - b. A recommended technique to survey and report on the health insurance needs of individual and small business consumers, covering various populations in both urban and rural communities; and
 - c. Consumer and small business focus groups, including community and industry leaders and representatives from diverse and underserved communities in rural and urban communities across the state to provide direction for quantitative research and to provide understanding of their perspectives.
- V. Present research results to Illinois including, but not limited to:
- a. Identify and size key populations;
 - b. What the target audiences know and expect of the Marketplace;
 - c. In what circumstances the target audiences would use the Marketplace;
 - d. Where and how the target audiences would go to find information about the Marketplace;
 - e. What the most effective messages to reach different demographic and geographic groups are;
 - f. Who the best and most credible messengers to reach each of the demographic and geographic groups are;
 - g. What the best means of reaching each of the groups are (e.g. television, radio, social media, etc.);
 - h. What the relative awareness levels among the different population groups are about the ACA, its benefits, and the coverage available to them;
 - i. What the concerns of the different population groups are;
 - j. What key differences between populations must be considered as messages and outreach efforts are crafted; and
 - k. How the different population groups interact with the health care system in a way that can help inform them about the new coverage-enrollment opportunities (e.g., community health centers, free clinics, hospitals, pharmacies, etc.).
- VI. Provide a recommended plan for tracking the effectiveness of marketing efforts.
- VII. Conduct the project in phases, with status reports and a summary reports upon conclusion of each phase. Phases must include but are not limited to:

- a. Research Plan;
 - b. Research Formulation;
 - c. Data Gathering;
 - d. Analysis/Recommendations/Implications; and
 - e. Provide the state with all raw data generated in a manner that will allow useful further examination of all phases of the research.
- VIII. Delivery of materials necessary to assist in development of a robust public relations campaign.
- IX. Conduct on-going tracking research to better understand the effectiveness of the state's communications, and engagement strategies, including the effectiveness of grant-funded outreach and education efforts that will be used to educate all Illinois residents about the coverage opportunities available under the ACA.
- X. Use the ongoing research to continue to inform the components and deliverables of consortium's marketing plan, including a statewide public awareness campaign, and advise on including adjustments in public relation strategies and messaging over time.

1.2.2 Branding: The projected audience for the marketplace is currently understood to consist of three segments: individuals who may or may not qualify for financial help for the purchase of health insurance; small businesses who may or may not qualify for tax credits for the purchase of health insurance; and individuals enrolling in Medicaid. The Illinois Marketplace will serve a broad group of people while giving each audience sector the same positive experience regardless of what program the individual enrolls in (Medicaid or private insurance, with or without financial help). Consumers seeking affordable health care coverage will likely not know which program they qualify for; therefore, it will be critical that the Marketplace has a seamless and coherent message and brand. The Vendor must create and test a brand for the Illinois Marketplace that will successfully connect with all citizens of Illinois and assists in making understandable the services of the Marketplace as a brand that is easily recognizable and strongly desired by the consumer. The brand should encourage a public perception that the Marketplace is something they can trust, rely on, and want to be a part of (social norm).

1.2.2.2 Within the submitted plan, the Vendor must perform the activities and roles and possess, at a minimum, the required experience listed below, and in response to this RFP, the Vendor must describe its knowledge, previous experience, and proposed approach to achieve the following as described in the Vendor's overall Research/Marketing/Media plan:

- I. Develop a comprehensive marketing plan for the state and develop a brand for the Partnership Marketplace program and website including, but not limited to:
 - i. Name;
 - ii. Tagline;
 - iii. Narrative;
 - iv. Website;
 - v. Logo and Visuals; and
 - vi. Other targeted and relevant materials.
- II. Deliver to the State, under both the Partnership Marketplace and State-based Marketplace, a Marketplace identity and name that Illinois consumers trust, can rely on, and becomes a social norm;
- III. Develop a positioning strategy and key messages.
- IV. Design the Marketplace brand in a manner that shall be effectively used in multiple languages in order to reach diverse, targeted populations in a culturally and linguistically appropriate matter that takes into account varying education levels.

- V. Describe how the recommended branding will be transitioned from a Partnership Marketplace to a State-Based Marketplace based on testing.
- VI. Present a summary report along with the creative deliverables.

1.2.3 Marketing/Public Relations: Illinois desires a coordinated and wide-reaching effort to ensure that residents know how and where to sign up for coverage. The State recognizes that the scale and complexity of reaching different groups with effective messages represents a unique organizing and communications challenge. Illinois is seeking the assistance of a Vendor to successfully address this challenge not just through paid media but through an effective and tested public relations strategy and campaign based on market research and testing. The Vendor must develop marketing and advertising strategies to achieve the Marketplace's enrollment goals and create an overall positive image of the Marketplace within Illinois and successfully execute the strategy within the State. Additionally, the Vendor must take full responsibility for the development of specific marketing, advertising, and public relations materials. All strategies and materials must: take into account the best means of communicating relevant information about gaining coverage through new enrollment opportunities; include the best and most credible spokespeople (if recommended) to reach each of the demographic and geographic groups; increase awareness of the ACA, its benefits, and the coverage that is/will be available; take into account key differences between groups as message and outreach efforts are crafted; take into account how different population groups currently interact with the healthcare system as a way to inform them about the new coverage opportunities; and plan with an eye towards transitioning from a Partnership Marketplace in 2014 to a State-based Marketplace in 2015.

1.2.3.2 The Vendor must possess the experience and perform the activities listed below, and in response to this RFP, the Vendor must:

- I. Submit (electronically) a creative portfolio containing two (2) samples of comprehensive multi-platform, statewide branding, marketing, public relations, and research-based campaigns/case studies produced within the past three years, one of which must include an emphasis on ethnic media; including all advertising, creative development, production, and media planning and buying including, but not limited to:
 - a. Television;
 - b. Radio;
 - c. Outdoor (billboards, transportation ads, etc.);
 - d. Print (newspaper, journal, magazine ads, etc.);
 - e. Direct mail (postcards, mailers, etc.);
 - f. Online/digital (static and animated online banner ads, search engine optimization, search engine marketing, social media, etc.);
 - g. Outreach materials (flyers, palm cards, one-pagers, displays, etc.);
 - h. Other forms public relations (*e.g.*, grassroots and other marketing efforts); and
 - i. A summary of the implementation approach, metrics, and characteristics that demonstrate capacity to successfully complete this project.
- II. Submit an initial creative comprehensive multi-platform, statewide branding, marketing, and public relations, campaign proposal for the Illinois Marketplace, **including, but not limited to the media outlined above** as well as:
 - a. A plan for Illinois Marketplace strategic partnership marketing with various organizations, including, but not limited to other state agencies, community-based organizations, non-profit organizations, faith-based organizations, etc.;

- b. A plan for Illinois Marketplace media planning and buying, including, but not limited to:
 - i. Identification, timing, frequency, penetration, and length of placement;
 - ii. Allocation of placement within selected media;
 - iii. Justification of media allocation and integration in the campaign, cost effectiveness, and return on investment, itemization of media costs; and
 - iv. Waves of advertising including television, radio, outdoor, print, direct mail, online, social media, and as appropriate, non-traditional/alternative channels (*e.g.*, coffee sleeves, laundromat ads, grocery store ads, etc.).
- c. A plan for developing and maintaining a presence on social media channels, including but not limited to Facebook, Twitter, YouTube, and Google+.
- d. A plan for collateral development, including, but not limited to the creation and ongoing maintenance of the Marketplace website landing page that:
 - i. Connects to the FFE as required by law;
 - ii. Is where consumers are directed to by the Illinois Health Insurance Marketplace Marketing & Outreach Campaign;
 - iii. Provides basic information about upcoming ACA coverage options, including fact sheets, videos, and other media as appropriate;
 - iv. Collects contact information (*e.g.*, phone numbers and email addresses) of Illinois residents who want to be notified of future Exchange news and events pre- and post- open enrollment (including prior to October 1, 2013);
 - v. Provides contact information for nearby Illinois assisters to consumers seeking assistance;
 - vi. Provides screening questions to generate recommendations to consumers on applying for coverage through the Integrated Eligibility System or Federal Health Insurance Marketplace website and links to the self-service benefit applications of those systems (including working in collaboration with other Illinois vendors on this functionality);
 - vii. Uses “CMS INFORMATION SECURITY (IS) CERTIFICATION AND ACCREDITATION (C&A) PROGRAM PROCEDURES” as the guidelines for maintaining protection of the data on the internet; (see Attachment PP)
 - viii. Enforces the brand of the Illinois Health Insurance Marketplace; and
 - ix. Provides for a smooth transition to a future State-Based Exchange.
- e. A plan for crisis communication management;
- f. A plan for reporting, including, but not limited to providing media campaign and outreach metrics to the Marketplace staff on a monthly and ad hoc basis;
- g. A plan for outcome analysis and evaluation, including, but not limited to:
 - i. A testing timeline and qualitative testing with key audiences in their original language whenever possible;

- ii. Reporting on the effectiveness of all creative development, partnerships, media planning and buying, and collateral development, including feedback on messaging and branding;
 - iii. Other appropriate metrics, including, but not limited to unique website visits, social media “likes,” followers, and activity, “shares” of the site and specific messages through website features, reach of paid and earned media;
 - iv. The use of outcome and evaluation results to drive future public relations strategies; and
 - v. A plan to track all of the above.
- h. A transition strategy from a Partnership Marketplace model to a State-Based Marketplace model.

1.2.4 Tracking Communication: Illinois must have a Customer Relationship Management (CRM) application with the appropriate tools to track the individuals who are touched by the Marketplace’s marketing, communication, and outreach efforts. This CRM will allow Illinois to track the individuals contacted by the Vendor, Marketplace staff, state agencies, strategic partners, public relations activities, and outreach events, as well as the ability to record and report on any actions the individuals took in response to the contact. This CRM shall be utilized by the Vendor and Marketplace staff to target messages and contacts in the most efficient way possible. All data stored in the CRM will be owned by the Marketplace. Upon termination of the Vendor contract with the state, the CRM and all associated data and reports must belong to the state and be removed from any servers of the Vendor and the CRM application. Illinois will consider Software as a Service (SaaS) solution; this should be taken into account in the Vendor’s response.

1.2.4.2 Within the submitted plan, the Vendor must perform the activities and roles and possess the required experience listed below, and in response to this RFP, the Vendor must describe its knowledge, previous experience, and proposed approach to achieve the following:

- I. Provide a CRM that is:
 - a. Web-based and does not require any download to the hard drive;
 - b. Requires a unique username and password for every user;
 - c. Uses “CMS INFORMATION SECURITY (IS) CERTIFICATION AND ACCREDITATION (C&A) PROGRAM PROCEDURES” as the guidelines for maintaining protection of the data on the internet; (see Attachment PP)
 - d. Captures information by state user on Illinois consumers and organizations contacted, which can be filtered, sorted and reported by individual, organization, geographic region, and other custom subgroups as needed;
 - e. Provides on-demand, real-time reports by individuals, groups, subgroups, regions, and the entire state, with reports that are able to be easily exported from the CRM and the capability to show progress over time; and
 - f. Allows goals for each staff member and grantee to be entered by the administrator and appear in the CRM for each username.
- II. Provide a user experience in the following framework:
 - a. Users see their region and/or group and select the period of time they are reporting;
 - b. Users see their goal for that day, week, month, and year;
 - c. Users enter the data for their reporting period;
 - d. Users submit their data and create reports on an ad hoc and weekly basis;
 - e. Users can see previous submissions with calculations and reports;
 - f. Users can see the reports of other users, but cannot report on behalf of other users;

- g. Ability to print from portable devices; and
- h. Access capability from portable devices such as smart phones, tablets, etc.
- III. Ensure all data entered can be exported into CSV format and that reports can be used strategically to target ongoing messages, contacts, etc, in the most efficient way possible.
- IV. Train state staff and affiliates on use of the CRM.
- V. Transfer ownership to the state at the end of the contract.

1.3 OFFEROR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: **Please refer to Section B & Section 1 for order of Response.**

1.4 MILESTONES AND DELIVERABLES: In accordance with federal regulations and timelines, Illinois seeks to *initiate marketing and branding activities in the shortest timeframe possible before open enrollment begins* on October 1, 2013. The following table represents broad deadlines for the project which may be subject to change:

Activity	Timeframe
Plan Development <ul style="list-style-type: none"> - Creative plan development - Media plan development - Public relations plan development - Online marketing plan development - Community outreach plan development 	Late May – June 2013
Account Management	Ongoing
Market Research	Late May – June 2013
Paid and Earned Media Plan*	June 2013 (due June 15)
Media Placement	July 2013 – March 2014
Recalibration and Retention	April – September 2014
Evaluation	Quarterly

*** Support developing this federally required plan will be required once the Vendor begins work**

1.4.1 The state anticipates the marketing and outreach campaign following specific phases built into the timeline: 1) Pre-launch (May 2013-June 2013); 2) Launch (July 2013-October 2013); 3) Enrollment (October 2013-March 2013), and recalibration and Retention (April 2014-September 2014).

1.4.1.2 In response to this RFP, the Vendor must describe:

- I. Its proposed timeline for development and implementation of the marketing and branding contract including defining major tasks/activities and completion milestones

planned for each month, as well as critical decision points. The Vendor should reference the table above, but with greater specificity.

- II. Its project plan based on the project needs detailed in this RFP, including a detailed project plan that addresses meeting the implementation deadlines proposed in the above table.

1.5 OFFEROR / STAFF SPECIFICATIONS: Illinois is seeking a knowledgeable and experienced Vendor with a comprehensive understanding of marketing, research, CRM, and branding for a large scale project requiring a multi-faceted approach under a tight time line. **The state encourages the creation of consortiums to bid on this project and best meet the diverse needs of the state.** The following specifications will be required for this procurement and must be submitted with the proposal.

1.5.1 Vendor Qualifications: The Vendor must possess the experience and qualifications listed below, and in response to this RFP, the Vendor must describe how it meets these requirements, and identify all subcontractors and their roles (including a letter of commitment from each specifying the scope of services outlined in the proposal and the duration of the commitment):

- I. Substantial experience developing creative campaigns for a large and diverse audience and experience implementing such projects under short timeframes.
- II. Thirty (30) or more employees.
- III. A strong understanding of working with the public sector.
- IV. Knowledge and experience with prior projects involving successful branding, marketing, outreach, and education campaigns which target diverse, multi-cultural and “hard to reach” populations.
- V. Knowledge and experience with prior projects in successfully and effectively designing and implementing statewide marketing, outreach, and education campaigns for health care, public health, or similar programs.
- VI. Knowledge and expertise of the ACA, including the details of the ACA coverage expansions and market reforms.
- VII. Capacity to adjust marketing and advertising strategies in a timely manner to maximize results.

1.5.2 Key Staff: The Vendor must provide staff to perform all tasks specified in this RFP. Additionally, a project of this nature and scope will require consistent and deliberate coordination between the Vendor and multiple state agencies, vendors, and subcontractors. In its response to this RFP, the Vendor must:

- I. Include an organizational chart showing the management structure of the firm.
- II. Present a staffing plan that describes how the Vendor intends to staff this project and meet the needs of the State of Illinois, including the level of staff for different phases and specific staff roles for each phase.
- III. Provide resumes for the key staff members who will provide the services specifically for this project.

1.5.3 Facilities Location: In response to this RFP, the Vendor must:

- I. Maintain a project facility in Chicago within five miles of the State of Illinois Building, 100 W. Randolph St., Chicago, IL 60601 with adequate conference and work space to occasionally accommodate state employees; or provide a reasonable plan for communicating and meeting frequently with all state employees involved in the project.
- II. Base a firm number of full-time designated Key Staff at the Chicago facility at relevant times during implementation. The exact number and relevant times will be determined during contract negotiations with the state. The Vendor may perform some development functions outside of this location, but within the continental United States.

1.5.4 References: In response to this RFP, the Vendor must provide four (4) references from established private firms or government agencies (two of each type preferred), other than the procuring Agency, that can attest to the Vendor's experience and ability to perform the contract. Provide the firm/agency name, contact information, including the individual's name who can provide the reference, phone number, and email, a description of the project, the Offeror's role, and the services provided. Any engagement for which references are provided must have occurred within the last five years. Projects initiated more than five years ago, but completed within the last five years, are acceptable. You must attach your references with the responsibility forms.

1.6 TRANSPORTATION AND DELIVERY TERMS: N/A

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 subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.

1.7.2 The maximum percentage of the goods or services that are the subject of this offer and the resulting contract that may be subcontracted is N/A.

1.7.3 The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.

1.7.4 Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.8 WHERE SERVICES ARE TO BE PERFORMED

1.8.1 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror 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 Offeror.

1.8.2 Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

1.8.3 Location where services will be performed: [Click here to enter text.](#)

1.8.4 Percentage of contract of services performed at this location: [Click here to enter text.](#)

Include Section 1 and any attachments in Packet 1

2 SECTION 2 - PRICING

2.2 FORMAT OF PRICING:

2.2.1 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.

2.2.2 Pricing shall be submitted in the following format:

Hourly Blended Rates:

Pricing Table 1 must include the Offeror’s hourly blended rate for all positions associated within the task categories identified in the table for all activities required of the vendor in Section 1. These rates will be fixed for the duration of the contract and any optional renewals. Each monthly invoice should contain a detailed listing of activities performed for that month (including number of hours). Blended Hourly Rate must be inclusive of all overhead, payroll additives and profit. Please use the table below to enter the hourly rate for each category. The Consulting Position Categories and Number of Hours for each category on Pricing Table 1 are fixed and cannot be changed. The Number of Hours is provided for evaluative purposes only, and does not constitute a guarantee or limit of future work performed by the winning vendor. Table 1 will be scored, with a maximum of 95 points awarded to the Offeror with the lowest Total Cost. Refer to Section B, Selection of a Vendor, for the pricing formula.

Please refer to Attachment QQ – Department/Labor Category Description

Pricing Table 1			
Consulting Position Categories	Hourly Blended Rate	Number of Hours	Total Cost
Account Service and Administration		200	
Research, Creative, and Strategy		500	
Production		200	
Digital/Web/Interactive/Social Media		100	
TOTAL			

Media Buying Commission

The overall budget for the paid media campaign is dependent upon federal funding. Amounts listed are strictly for evaluation purposes only. Vendor shall submit a blended percentage rate for commission on all paid media purchases up to each level listed in Pricing Table 2. Pricing Table 2 will be scored, with a maximum of 155 points awarded to the vendor with the lowest average Total Media Buying Fee. Refer to Section B, Selection of a Vendor, for the pricing formula.

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Pricing Table 2		
Buy Level	Commission Rate	Total Media Buying Fee (Buy Level x Commission Rate)
\$5,000,000.00		
\$10,000,000.00		
\$15,000,000.00		
\$20,000,000.00		
\$25,000,000.00		

- **Commission Rates only apply to Media Buys**

Direct Costs

The vendor shall list all other direct costs necessary to complete the project not represented in the blended hourly rate or media buying commission above (e.g., cost of printing materials, cost of hiring actors, translation services, etc.). Direct Costs must be **pre-approved** by the Agency, may require quotes for services, and should be billed to the Vendor and submitted to the Agency with proper documentation for reimbursement. The State will reimburse the Vendor at cost for all such expenses, and reserves the right to review and refuse reimbursement for excessive expenditures. These costs will not be scored as part of the review process.

Item	Description	Total Cost
<i>(Sample) Actors for Television Commercials</i>	<i>(Sample) 5 separate commercials with 3 actors each, for a total of 15 actors. Each actor working 10 hours at a rate of \$100/hour.</i>	<i>(Sample) \$15,000.00</i>
<i>(Sample) Translation Services</i>	<i>(Sample) Translating brochures to Spanish, Polish, Korean, and Chinese. 3 hours per language at a rate of \$50/hour.</i>	<i>(Sample) \$600.00</i>
Other Direct Costs Total:		\$15,600.00

2.3 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated:

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

IL Department of Insurance
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- 2.4 EXPENSES ALLOWED:** Expenses are not allowed are allowed as follows: : unless otherwise agreed upon. Any approved travel expenses shall be reimbursed in accordance with the Travel regulation Council and Governor’s Travel Board rules..
- 2.5 DISCOUNT:** The State may receive a [Click here to enter text.](#)% discount for payment within [Click here to enter text.](#) days of receipt of correct invoice.
- 2.6 TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.
- 2.7 OFFEROR’S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
- 2.7.1** Offeror’s Price for the Initial Term: [Click here to enter text.](#)
- 2.7.2** Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
- 2.7.2.2** Agency/University Formula for Determining Renewal Compensation: The price shall be at the same rate as for the initial term.
- 2.7.2.3** Offeror’s Price for Renewal(s): [Click here to enter text.](#)

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS REGISTRATION

ATTACHMENT AA

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, 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, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



STATE OF ILLINOIS
AUTHORIZED TO DO BUSINESS IN ILLINOIS

ATTACHMENT BB

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

Certification #31 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications – Attachment GG a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to conduct business in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY
OF STATE'S CERTIFICATE OF GOOD STANDING**

File Number 776-383-1

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011

Jesse White

OFFICE OF THE SECRETARY OF STATE
100 SOUTH SECOND STREET
SPRINGFIELD, ILLINOIS 62776
TEL: 217-243-1234 FAX: 217-243-1235
WWW.CYBERDRIVEILLINOIS.COM

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/University cannot confirm compliance, it will not be able to consider a 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 has an initial term of **12 months**. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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 identified above, the State has the option to renew for the following term(s): **One (1) 12 month option**.

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

1.2.2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. 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 of 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 applicable agency's/university's Illinois tax exemption number and federal tax exemption information.
 - 2.6.2. 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:

Agency/University:	IL Department of Insurance
Attn:	Fiscal
Address:	320 W. Washington Street
City, State Zip	Springfield, IL 62767

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 if not already provided, 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. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. 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, then 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/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit 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 after 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 or joint venturer with 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 or University's president 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/University 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/University, 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/University 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 or University 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. 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.

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STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1. Agency/University Supplemental Provisions:

Agency/University 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/University Specific Terms and Conditions

N/A

Other (describe)

N/A

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 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 must include the same certifications that Vendor must make as a condition of the 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 upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
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/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. 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.
 - 19.2. 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 with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

30. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



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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/Public University 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, if required, within 15 days after execution of the State/Public University contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor’s Parent Entity(ies) > \$50,000

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 six 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. 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. Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

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

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

- 3.A. 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 – Foreign Entities

- 4.A. 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

- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- 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 4.A. in Step 1, provide the name and address of each individual and entity 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.	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.	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.	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.	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 distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive 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
DISCLOSURE OF 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/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

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/Public University 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 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 Yes No

contractual employment for services, in the previous 2 years?

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 or university, 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 in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity 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 or university, 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, 4 or 6 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/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
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 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.](#)

Odwyerpr.com

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. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)
[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.](#)

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 Offeror'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.](#)

12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

12.1 Minority (30 ILCS 575/2(A)(1) & (3)) Yes

12.2 Female (30 ILCS 575/2(A)(2) & (4)) Yes

12.3 Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes

12.4 Disadvantaged (49 CFR 6) Yes

12.5 Veteran (30 ILCS 500/45-57) Yes

12.6 Small Business (30 ILCS 500/45-45) Yes

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

Provide references from established firms or government agencies (Private & Government – 2 each) other than the procuring agency/university that can attest to Offeror’s experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (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/University (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/University (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.](#)
4. Firm/Government Agency/University (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.](#)

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: 22030551), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	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/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror’s exceptions accepted by the State thereto as set forth below.
	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.

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

Signed:

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

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT MM

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.](#)