

# STATE OF ILLINOIS

## REQUEST FOR PROPOSAL

Illinois Department of Children and Family Services  
Advertising/Communications/Marketing/PR Services RFP  
DCFS Reference #PO21-014 – BidBuy Reference #B-24738

The Illinois Department of Children and Family Services (“DCFS”, “Department”, “Agency,” or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’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:**

The Illinois Department of Children and Family Services (DCFS) seeks to establish a 5-year Agency Specific Master Contract to enable DCFS to obtain a variety of Advertising, Communications, Marketing, and Public Relations services. This solicitation is to provide numerous resources on a temporary and project/campaign specific term basis to supplement internal workloads and capabilities for advertising, communication, marketing, consulting, product/service innovation, branding/advertising, strategic marketing, web/digital commerce design, traditional/digital media, public relations, events, and promotions needs from strategy to execution.

To meet this need, equivalent to a “Full-Service Marketing Agency”, vendors are requested to partner and/or subcontract with specialty firms; such as Business/Management Consultancies, Channel-Specialist Agencies (Content, Mobile, Search, Social), Media Agencies, Design Studios, Talent Management Firms, Public Relations Firms, Direct Marketing Agencies, Content Marketing Agencies, Branding Agencies, and/or Freelancers as part of their Offer to the State. The State is looking for unique and comprehensive partnering/subcontractor arrangements that provide the most extensive array of services to the State. Vendors are strongly encouraged to partner or subcontract with Illinois CMS registered BEP vendors to fulfill the diverse service categories and staffing resource requirements for this solicitation. Projects/campaigns resulting from this solicitation will vary in duration, complexity, range, and cost as determined by the Agency.

For evaluation purposes, the State has identified required service categories and staff resources; however, Offerors are required to further define and expand upon services, deliverables, and staff resources in Attachment A (See Section 1.D for more information) using offeror’s internal categories and staff titles.

In addition to the service categories and staff resources, the State may request or require Media Advertising (Ads) purchases, unidentified one-time resources, one-time goods and services, and Human Resources/recruitment job posting subscriptions, ext., which shall be invoiced as a pass-through cost with evidence of actual cost. No markup is allowed on any pass-through cost, see Section 1.D below for more information.

The resulting contract with the awarded Offerors shall have an initial term of **60 months**. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, DCFS has the option to renew for the following terms: **12 months**.

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.

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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 instruction pages with Offers.

**Notice of Electronic Only Bid Submission:** Pursuant to CPO Notice 2020.06, State agencies may only accept electronic submissions for competitive solicitations Request for Proposal (RFP) through BidBuy. Manual submissions in paper format or on electronic medium, for example USB drives or digital video discs (DVD), will **not** be accepted nor considered.

Form A and Form B may be downloaded from the Chief Procurement Officer for General Service's website at <https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx>. These sections are a material part of this solicitation and must be returned when applicable with an Offeror's Offer.

**Offers that do not adhere to the form and content of the Request for Proposal requirements may not be considered.**

**These sections are a material part of this solicitation and must be returned when applicable with an Offeror's Offer.**

**The following Attachments supplement this RFP and should be downloaded from BidBuy:**

Attachment A: Narrative Response

Attachment B: Pricing Table

Attachment C: CMS Registered BEP Vendors List

Attachment D: Question and Answer Template

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## SECTION 1.

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Published Procurement Information .....	A.4.
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<b>Selection of Vendor.....</b>	<b>B.</b>
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Exceptions to Solicitation and Contract Terms and Conditions .....	G.
State Supplemental Provisions .....	H.
Subcontractor Disclosure .....	I.
References.....	J.

The following sections (FORM A, FORM B, BEP Utilization Plan, VSB Utilization Plan, Letter of Intent) of the solicitation may be found on the CPO's website at:

<https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx>

### FORMS A

*Complete this section if you are not using a State of Illinois Vendor Registration Number which represents registration in the Illinois Procurement Gateway (IPG).*

Business and Directory Information .....	1.
Illinois Department of Human Rights Public Contracts Number .....	2.
Authorized to Transact Business or Conduct Affairs in Illinois .....	3.
Standard Certifications.....	4.
State Board of Elections .....	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest.....	7.
Taxpayer Identification Number .....	8.

### FORM B

*Complete this section if you are using an active State of Illinois Vendor Registration Number.*

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

Illinois Procurement Gateway Registration # and expiration date .....	1.
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## INSTRUCTIONS FOR SUBMITTING OFFERS

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### SECTION 1.

#### A. INSTRUCTIONS FOR SUBMITTING OFFERS

- A.1. PROCESS CHANGES RESULTING FROM BIDBUY:** BidBuy is the State's eProcurement system being used by State agencies under the jurisdiction of the Chief Procurement Officer for General Services. With the implementation of BidBuy, some procurement processes have changed. In some instances, BidBuy entirely replaces the State's previous procurement processes. In others, the past instruction or process remains unchanged or is augmented by BidBuy.

The State publishes Requests for Proposals (RFP) in BidBuy. BidBuy consists of public webpages that may be referred to as the "Bulletin" or information "on BidBuy". BidBuy also permits vendors to create password protected Seller Accounts allowing electronic quoting for some procurement methods. The RFP, along with other attachments and information on BidBuy, constitutes the State's solicitation. The State requires electronic offers in response to RFPs through BidBuy. Offerors must pay special attention to the instructions found on BidBuy as they augment the information in this RFP. Offerors shall read the entire contents of this RFP and direct any questions to the Information Contact found on the BidBuy posting.

- A.2. CONFLICT BETWEEN INFORMATION IN PAPER FORMAT AND ON BIDBUY:** If the State provides information in paper format (i.e. the RFP and other attachments) that is different or in conflict with the information the State provides on BidBuy, then the information in paper format is presumed to represent the State's intent. If the Offeror provides information in paper format that is different or in conflict with the information the Offeror provides in BidBuy through their Seller Account, then the information in paper format shall represent the Offeror's intended submission.

- A.3. HOW TO ENTER INFORMATION:** Type information in the red text form fields provided. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text form field. Please enter the requested information or N/A into every text form field.

**The Offer shall submit all information via BidBuy by following the prompts and instructions contained within BidBuy.**

- A.4. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including solicitations, awards, and amendments, on the General Services Illinois Procurement Bulletin, referred to as the Bulletin or BidBuy (<https://www.bidbuy.illinois.gov/bsol>). 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 notice of future amendments to the solicitation.

- A.5. INFORMATION CONTACT:** The individual listed in the "Info Contact:" on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Information Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

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Suspected errors should be immediately reported to the Information Contact. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Information Contact.

**A.6. OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at the Pre-Submission Conference, pertaining to this solicitation must be submitted in writing to the Information Contact. The Agency will have 2 rounds of questions. The first round of questions must be submitted no later than **September 16, 2021 5PM CST**. Questions received and Agency responses may be posted as an Amendment to the original solicitation on the Bulletin on or before **September 23, 2021 5PM CST**. The second and final round of questions must be submitted no later than **October 1 5PM CST**; Questions received and Agency responses may be posted as an Amendment to the original solicitation on the Bulletin on or before **October 7, 2021 5PM CST**. Only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

**A.7. PRE-SUBMISSION CONFERENCE**

The Agency has scheduled a Pre-Submission Conference.

Attendance at the Pre-Submission Conference is **not** mandatory.

Pre-bid Conferences are a great opportunity to meet and partner with registered BEP vendors and allow the Agency to highlight important sections of the RFP. The Department will facilitate notification of contract goals and Pre-bid Conference opportunity to all applicable CMS registered BEP vendors. CMS staff will be on the call to provide instructions on submitting the U-Plan.

Date: **September 30, 2021**

Time: 2:00 PM CST to 3:30 PM CST

Location: WebEx Meeting Only: +1-415-655-0002 US Toll  
Meeting number (access code): 245 642 67382

Join from the meeting link

<https://illinois.webex.com/illinois/j.php?MTID=m501bdd9b507b5aa93947131cb72e72c2>

Join by meeting number

Meeting number (access code): 245 642 67382

Meeting password: 2wSSFMtpK43

**A.8. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS:** Each solicitation contains the Offer Due Date and Time appearing as the "Bid Opening Date:" on the Bulletin posting. Offers will be electronically opened at the Submit/Deliver Offers To address provided below.

A.8.1. Offer Due Date and Time:

A.8.2. Date: **October 19, 2021**

A.8.3. Time: **3:00PM CST**

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**A.8.4. Offer Opening Meeting Invite:**

WebEx Meeting: 1-415-655-0002 US Toll, Meeting number (access code): 245 192 79363

Join from the meeting link:

<https://illinois.webex.com/illinois/j.php?MTID=m0b6665fa34dfdf9eb7393a088b158f4b>

Join by meeting number: 245 192 79363

Meeting password: e2aMyqNQY47

**A.8.5. Offer Firm Time:** The Offer must remain firm for **180** days from opening.

**A.8.6. Electronic Submission Only**

Project Title: <b>Advertising/Communications/Marketing/PR Services RFP</b>	<b>Offer Due Date: October 19, 2021</b>  <b>Time: 3:00PM CST</b>
For Technical Proposals and Other Forms	<b>BidBuy Bid #: B-24738</b>
For Pricing Proposal Only	<b>BidBuy Bid #: B-24739</b>

**A.9. ORGANIZATION REQUIRED:**

Offers may be attached in as few as six and as many as seven packets. Please follow these instructions carefully. Separately label each packet. Offeror shall submit the following forms and others by uploading them in the Attachment tab in BidBuy.

**A.9.1. Packet 1 shall contain the Offeror's Narrative response to Section 1, D.2 and D.3**

- **Attachment A** – Communications Assistance Narrative

**A.9.2. Packet 2 shall contain work samples requested in Section 1, D.2**

- **Attachment D.2.1** – Sample Engagement Summary Report or Project Status Report (Developed by Offeror)
- **Attachment D.2.2** - Sample Campaign Plan (Developed by Offeror)
- **Attachment D.2.3** - Portfolio with samples from 3 integrated campaigns (Developed by Offeror)
- **Attachment D.2.4.1** – Strategic Plan Template (Developed by Offeror)
- **Attachment D.2.4.2** – Key Performance Indicator Analysis Template (Developed by Offeror)
- **Attachment D.2.5** – List of URL's to 3 websites (Developed by Offeror)
- **Supplier Diversity Plan/Program (See Attachment A, Section D) (Developed by Offeror)**

**A.9.3. Packet 3 shall contain the Offeror's Pricing Table**



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- **Attachment B** - Pricing Table (Signed) (Submitted separately on BidBuy Bid # B-24739)
- A.9.4. Packet 4 shall contain the Offeror's Offer and Required Forms
- **Section 1, C.** - Offer to the State of Illinois Checklist (Signed)
  - **Section 1, D.8** - Where Services Are to Be Performed
  - **Section 3, G** - Exceptions to Solicitation and Contract Terms and Conditions (Signed)
  - **Section 3, I.** - Subcontractor Disclosure
  - **Subcontractor Form A or Form B** for each identified subcontractors (signed)
  - **Subcontractor DCFS Specific Disclosures** for each identified subcontractors (signed)
- A.9.5. Packet 5 shall contain the BEP Utilization Plan for Offeror Indicating (Signed)
- A.9.6. Packet 6 shall contain Offeror's Financial Disclosures
- **Form A or Form B** (Signed)
  - **DCFS Specific Disclosures** (Signed)
- A.9.7. Packet 7 shall contain a redacted copy of the Offer (if applicable). Offeror may provide a redacted copy of the Offer that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary.

### A.10. ELECTRONIC SUBMISSION OF OFFERS:

The Offer must be attached in BidBuy in separate packets as indicated below. Please see vendor instructions for electronic response attachment for submission of technical proposal and pricing.

Subject Matter	BidBuy Bid #	
<b>PACKET 1:</b> <ul style="list-style-type: none"> <li>Attachment A – Narrative Response</li> </ul>	<b>B -24738</b>	<b>See CPO Notice 2020.06 attached to the solicitation in BidBuy. Paper bids are not allowed, vendor must submit these packets in BidBuy ONLY.</b>
<b>PACKET 2:</b> <ul style="list-style-type: none"> <li>Attachment D.2.1 – Work Sample (Provided by Offeror)</li> <li>Attachment D.2.2 – Work Sample (Provided by Offeror)</li> <li>Attachment D.2.3 – Work Sample (Provided by Offeror)</li> <li>Attachment D.2.4.1 – Work Sample (Provided by Offeror)</li> <li>Attachment D.2.4.2 – Work Samples (Provided by Offeror)</li> <li>Attachment D.2.5 – Work Sample (Provided by Offeror)</li> <li>Supplier Diversity Plan/Program (See Attachment A, Section D) (Provided by Offeror)</li> </ul>	<b>B -24738</b>	
<b>PACKET 3:</b> <ul style="list-style-type: none"> <li><b>Attachment B - Pricing Table</b></li> </ul>	<b>B -24739</b>	

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Subject Matter	BidBuy Bid #	
<b>PACKET 4:</b> <ul style="list-style-type: none"> <li>Offer to the State of Illinois (Checklist) (Signed)</li> <li>Where Services Are to Be Performed</li> <li>Exceptions to Solicitation and Contract Terms and Conditions (Signed)</li> <li>Subcontractor Disclosure</li> <li>Subcontractor Form A or B (Signed)</li> <li>Subcontractor DCFS Specific Disclosure (Signed)</li> </ul>	<b>B -24738</b>	
<b>PACKET 5:</b> <ul style="list-style-type: none"> <li>BEP Utilization Plan for Offeror. (Registered BEP vendors must still complete a Utilization Plan showing they will self-perform the Goal.)</li> </ul>	<b>B -24738</b>	
<b>PACKET 6:</b> <ul style="list-style-type: none"> <li>Offeror's Form A or Form B</li> <li>DCFS Specific Disclosures (Signed)</li> </ul>	<b>B -24738</b>	
<b>PACKET 7:</b> Redacted copy of Offer (If applicable)	<b>B -24738</b>	

**A.11. BID BOND/PERFORMANCE BOND:** N/A

**A.12. SMALL BUSINESS SET-ASIDE:** N/A

**A.13. 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 of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

**A.14. FEDERAL FUNDS:** The resulting contract 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.15. EMPLOYMENT TAX CREDIT:** Offerors 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 (217-524-4772) for information about tax credits.

**A.16. GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Offeror 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". Offeror may view the full

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text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1) are applicable to this solicitation and may be respectively viewed at <http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7> and <http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>.

- A.17. 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 Submission of Offers in Section A.10.) 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 or bases under Illinois law, including 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 that 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.18. 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, and 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 a vendor's name in a Bulletin notice does not entitle the vendor 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 undertaken 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.19. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award(s), the award(s) will be made to the responsive and responsible offerors whose offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the price to be fair and reasonable and

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negotiations fail to meet an acceptable price, then 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 Bulletin identifying the apparent most responsive and responsible offeror.

**A.20. REFERENCES:** ☒ No.

**A.21. INVOICING ADDRESS:** The awarded Vendor shall invoice monthly for each approved project. Pass-through cost shall be specifically identified on each invoice and evidence of cost shall be included in invoice packet.

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 Illinois tax exemption number and Federal tax exemption information.

**A.22. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (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 fourteen (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

Email: [eec.legalstaff@illinois.gov](mailto:eec.legalstaff@illinois.gov)

Facsimile: (217) 558-1399  
Illinois Relay: (800) 526-0844

**A.23. 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.23.1. 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.

**A.23.1.1. Subcontractor Disclosure:** If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

**A.23.1.2. References:** References are not required.

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- A.23.1.3. If completing Forms B, then responsiveness may include and may not be limited to:
- Active Illinois Procurement Gateway registration # with expiration date
  - Disclosure of lobbyists for Offeror and parent entity(ies)
  - Disclosure of pending and current contracts
  - Certifications timely to this solicitation
- A.23.1.4. If completing Forms A, required forms may include and may not be limited to:
- Business and Directory Information: Offeror should complete and return the Business and Directory Information form in Forms A , Part 1.
  - Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contracts Number form in Forms A , Part 2.
  - Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
  - Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A , Part 4.
  - State Board of Elections Registration: Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
  - Disclosure of Business Operations with Iran: Offeror should complete and return the Disclosure of Business Operations with Iran form in Forms A , Part 6.
  - Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A , Part 7.
  - Taxpayer Identification Number: Offeror should complete and return the Taxpayer Identification form in Forms A , Part 8.
- A.23.1.5. 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.23.1.6. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof that the other product

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meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

- A.23.1.7. The State will determine whether the 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 an offeror correct deficiencies as a condition of further evaluation.

A.23.2. **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; an offeror with whom the State can or should do business. For example, the State may consider the following:

- A.23.2.1. 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 publicly 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 that 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. Nothing herein is 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 of the Illinois Procurement Code 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.23.2.2. 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 sources of supply, and the ability to provide required maintenance service or other

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matters relating to the offeror's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.23.2.3. 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 vendor lacks the financial resources to perform under the contract.

A.23.2.4. The State may require that an offeror correct any deficiencies as a condition of further evaluation.

A.23.3. The State identifies the highest ranked offer(s) that meets the responsibility and responsiveness requirements.

**A.24. BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION:**

The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan shall render the Offer non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

BEP Goal: 30%

BEP Liaison: Amber Wright

Phone Number: 217-785-0384

Email Address: [DCFS.BidBuy@Illinois.Gov](mailto:DCFS.BidBuy@Illinois.Gov)

The following NIGP Codes were used to determine the BEP goal for this procurement:

91501 - Advertising Agency Services  
91522 - Communications Marketing Services  
91548 - Graphic Arts Services, Not Printing  
91596 - Web Page Design, Management and Maintenance Services  
91826 - Public Relations Consulting  
95877 - Project Management Services

**Registered BEP vendors must still complete a Utilization Plan showing they will self-perform the Goal.**

The vendors associated with the code(s) above are listed on the BEP Vendor Listing attached in BidBuy to the solicitation. **See Attachment C CMS Registered BEP Vendors List attached.** This is not an all-encompassing list of who may be used as a subcontractor to fulfill this goal. If you have a potential subcontracting opportunity for goods or services by a vendor subject to the NIGP codes referenced in the solicitation documents that would be

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considered applicable to the resulting contract, you may submit that subcontractor to fulfill the BEP goal, assuming they are BEP certified with the State of Illinois at the time of bid submission. Only vendors certified as BEP at the time of bid submission and subject to the code(s) above shall count towards the goal.

In order to be considered as having completed a “good faith effort”, 100% of all listed vendors must be contacted and their responses entered in the BEP Utilization Plan. Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by the Department of Central Management Services as BEP vendors prior to the Bid Opening Date. Go to <https://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification. Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors. As the CMS registered BEP vendors list is being updated frequently, the Agency encourages Offerors to check the website often for additional registered Vendors.

**A.25. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN:** N/A

**A.26. BIDBUY TERMINOLOGY AND GUIDANCE:** BidBuy is an online e-procurement system. There may be some difference between the procurement terminology used in this solicitation and the terms used in BidBuy. Please learn more about BidBuy by accessing the online resources found here:

<https://www2.illinois.gov/cpo/PathwayToProcurement/Pages/Guides-and-Manuals.aspx>.

**-END OF INSTRUCTIONS-**



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### B. SELECTION OF VENDOR

- B.1.** The State may award to the most responsive and responsible Offeror whose Offer best meet 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.
- 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. EVALUATION PROCESS:

- B.4.1. Responsiveness Evaluation:** An initial evaluation by the DCFS Office of Procurement will be performed to assess the Offeror's responsiveness to all proposal requirements. If the Offeror fails to meet the proposal requirements or mandatory requirements, they may be deemed non-responsive. No points are awarded during the Responsiveness Evaluation.
  - B.4.2. Responsibility Evaluation:** The Department will evaluate Offeror's written proposal and Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
  - B.4.3. Commitment to Diversity:** Section 30 ILCS 500/20-15 of the Illinois Procurement Code requires Offerors to show a demonstrated commitment to diversity.
  - B.4.4. Pricing and Award:** Upon completion of Responsibility Evaluation, the Department will open and evaluate pricing for all Offerors meeting the minimum scoring requirement. The Department may request vendors provide their Best and Final Offer.
- B.5.** The chart below shows the elements of responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.
- B.5.1.** The total number of points for responsibility is 1,700 Points.
  - B.5.2.** The total number of points for Commitment to Diversity is 340 Points.
  - B.5.3. RESPONSIBILITY ELEMENTS**

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<b><u>RESPONSIBILITY ELEMENTS</u></b> <b>Vendors who do not meet mandatory requirements for this RFP, as indicated in this solicitation, will be determined to be non-responsive and their Offer rejected.</b>	<b>MAXIMUM POINTS</b>
<b><u>VENDOR PROFILE/EXPERIENCE/APPROACH – PACKET 1: (ATTACHMENT A)</u></b>	<b><u>300</u></b>
<b><u>VENDOR LONGEVITY</u></b>	<b><u>100</u></b>
<b><u>REPURPOSING/REUSE OF WORK PRODUCT</u></b>	<b><u>100</u></b>
<b><u>POST ENGAGEMENT ASSESSMENT/SURVEY</u></b>	<b><u>50</u></b>
<b><u>SERVICE CATEGORIES &amp; METHODOLOGIES (INCLUDING WORK SAMPLES)</u></b>	<b><u>550</u></b>
<b><u>VENDOR RESOURCES (IN-HOUSE)</u></b>	<b><u>200</u></b>
<b><u>EXISTING AGREEMENTS</u></b>	<b><u>50</u></b>
<b><u>PARTNER (SUBCONTRACTOR) RESOURCES</u></b>	<b><u>300</u></b>
<b><u>PARTNER (SUBCONTRACTOR) EXISTING AGREEMENTS</u></b>	<b><u>50</u></b>
<b><u>TOTAL TECHNICAL POINTS:</u></b>	<b><u>1,700</u></b>
<b><u>Commitment to Diversity – Packet 1: (Attachment A – Section D)</u></b>	<b><u>MAXIMUM POINTS</u></b>
<b><u>ASSISTANCE</u></b>	<b><u>10</u></b>
<b><u>PERCENTAGE OF SPEND</u></b>	<b><u>50</u></b>
<b><u>SUPPLIER DIVERSITY PROGRAM</u></b>	<b><u>230</u></b>
<b><u>STAFFING</u></b>	<b><u>50</u></b>
<b><u>TOTAL COMMITMENT TO DIVERSITY POINTS:</u></b>	<b><u>340</u></b>

- B.6.** Offeror must receive a **minimum of 1,275 (75%)** Technical Points to move to the Commitment to Diversity and Pricing phase.
- B.7.** The total number of points for Price is **400**. The State will determine Price points using the following formula:
- $$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Total Price Points}$$
- B.8.** The maximum number of points is **2,440** (Responsibility 1,700 + Commitment to Diversity 340 + Price 400).

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- C.** Project Title / Advertising/Communications/Marketing/PR Services RFP, DCFS Reference #PO21-014 - BidBuy Reference # B-24738 & B-24739

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

☐ Yes ☐ No ☐ N/A

- C.3. PRE-SUBMISSION CONFERENCE:** Attendance is not mandatory.

☒ 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. FORMS A or FORMS B:** Offeror is properly submitting either Forms A or Forms B, but not both.

☐ Yes ☐ No

- C.6. BOND:** N/A.

☒ N/A

- C.7. SMALL BUSINESS SET-ASIDE:** N/A.

☒ N/A

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**C.8. PACKET 1 – Communications Assistance Narrative (Attachment A)**

☐ Yes ☐ No

**C.9. PACKET 2 – Vendor’s Samples & Diversity Plan**

C.9.1 Sample Engagement Summary Report or Project Status Report ☐ Yes ☐ No

C.9.2 Sample Campaign Plan ☐ Yes ☐ No

C.9.3 Portfolio with samples from 3 integrated campaigns ☐ Yes ☐ No

C.9.4 Strategic Plan Template ☐ Yes ☐ No

C.9.5 Key Performance Indicator Analysis Template ☐ Yes ☐ No

C.9.6 List of URL’s to 3 websites ☐ Yes ☐ No

C.9.7 Supplier Diversity Plan/Program (See Attachment A, Section D) ☐ Yes ☐ No

**C.10. PACKET 3 – PRICING (Attachment B – **ONLY on Bid # B-24739**)**

☐ Yes ☐ No

**C.11. PACKET 4 – OFFER**

C.11.1 Offer to the State of Illinois Checklist (Signed) ☐ Yes ☐ No

C.11.2 Where Services Are to Be Performed ☐ Yes ☐ No

C.11.3 Exceptions to Solicitation Contract Terms and Conditions (Signed) ☐ Yes ☐ No ☐ N/A

C.11.4 Subcontractor(s) Disclosure ☐ Yes ☐ No

C.11.5 Subcontractor(s) Form A or B (Signed) ☐ Yes ☐ No

C.11.6 Subcontractor(s) DCFS Specific Disclosures (Signed) ☐ Yes ☐ No

**C.12. PACKET 5 – BEP UTILIZATION PLAN**

Does this solicitation contain a BEP goal? ☒ Yes

BEP Utilization Plan ☐ Yes ☐ No

**C.13. PACKET 6 – OFFEROR’S FORM A**

☐ Yes ☐ No

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- |        |   |  |
|--------|---|--|
| C.13.1 | Business and Directory Information                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.13.2 | Illinois Department of Human Rights Public Contracts Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.13.3 | Standard Certifications                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.13.4 | Disclosure of Business Operations in Iran                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.13.5 | Financial Disclosures and Conflicts of Interest             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.13.6 | Taxpayer Identification Number                              | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**C.14. PACKET 6 – OFFEROR’S FORM B**

☐ Yes ☐ No

- |        |  |  |
|--------|--|--|
| C.14.1 | Illinois Procurement Gateway Registration # with expiration date | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.14.2 | Certifications Timely to this Solicitation                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.14.3 | Disclosures of Lobbyists and Pending Contracts                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**C.15. PACKET 7 – REDACTED OFFER**

☐ Yes ☐ No

**C.16. 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 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).
- ☐ Not-for-Profit Agencies for Persons with Significant Disabilities (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).

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- ☐ 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 States (30 ILCS 520).
- ☐ Illinois Mined Coal (30 ILCS 555).
- ☐ Steel Products Procurement (30 ILCS 565).
- ☐ Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- ☐ Veterans 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.](#)

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

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

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### D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

#### D.1. GOAL:

The Illinois Department of Children and Family Services (DCFS) seeks to establish a 5-year Agency Specific Master Contract to enable DCFS to obtain a variety of Advertising, Communications, Marketing, and Public Relations services. This solicitation is to provide numerous resources on a temporary and project/campaign specific term basis to supplement internal workloads and capabilities for advertising, communication, marketing, consulting, product/service innovation, branding/advertising, strategic marketing, web/digital commerce design, traditional/digital media, public relations, events, and promotions needs from strategy to execution.

To meet this need, equivalent to a “Full-Service Marketing Agency”, vendors are requested to partner and/or subcontract with specialty firms; such as Business/Management Consultancies, Channel-Specialist Agencies (Content, Mobile, Search, Social), Media Agencies, Design Studios, Talent Management Firms, Public Relations Firms, Direct Marketing Agencies, Content Marketing Agencies, Branding Agencies, and/or Freelancers as part of their Offer to the State. The State is looking for unique and comprehensive partnering/subcontractor arrangements that provide the most extensive array of services to the State. Vendors are strongly encouraged to partner or subcontract with Illinois CMS registered BEP vendors to fulfill the diverse service categories and staffing resource requirements for this solicitation. Projects/campaigns resulting from this solicitation will vary in duration, complexity, range, and cost as determined by the Agency.

For evaluation purposes, the State has identified required service categories and staff resources; however, Offerors are required to further define and expand upon services, deliverables, and staff resources in Attachment A using offeror’s internal categories and staff titles.

In addition to the service categories and staff resources, the State may request or require Media Advertising (Ads) purchases, unidentified one-time resources, one-time goods and services, and Human Resources/recruitment job posting subscriptions, etc., which shall be invoiced as a pass-through cost with evidence of actual cost. No markup is allowed on any pass-through cost.

**Potential Sample Projects:** May include but is not limited to; 1) A Statewide Human Resources recruitment campaign for general or specialized DCFS positions difficult to fill that may require targeted advertising and messaging, 2) a Statewide Foster Parent recruitment campaign, 3) Animated micro training video series targeting specific training aspects within a larger training curriculum, and 4) graphic design, content creation, and/or existing content reformatting for DCFS Communication monitors being installed in public areas of all DCFS offices.

#### D.2. SUPPLIES AND/OR SERVICES REQUIRED:

For the purposes of evaluation, the following service categories have been developed to give a general guideline to the Offeror in order to provide a standardized response for evaluation and scoring. The State will score each of the following service categories based on Offeror’s response in Attachment A and the work product samples

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requested below. Requested Service Categories shall be further defined and expanded upon by the Offeror in Attachment A using offeror's internal categories and languages.

#### **Mandatory Requirements:**

All Offers shall fully comply with the mandatory requirements and requested information to be considered responsive and eligible for evaluation. Offerors shall indicate their compliance below and provide a narrative in Attachment A to explain how they meet the requirement and provide the requested information.

**Mandatory Requirement #M1:** Vendor has provided all requested sample work product as attachments, has redacted all information it deems confidential/proprietary.

Vendor Meets This Requirement ☐ Yes ☐ No

**Mandatory Requirement #M2:** Vendor must be able to provide a minimum of 5 (five) resources outlined in Section 1 D.3 below, **AND** perform 2 (two) or more service categories identified in Section 1 D.2 below "in-house" (i.e. will perform the majority of the scope within the category without use of partner or subcontractor resources; for the purpose of this requirement pass-through goods and services are not included in this definition), one of which shall be the Account Executive resource and the Account Management service category.

Vendor Meets This Requirement ☐ Yes ☐ No

**Mandatory Requirement #M3:** Vendor shall destroy all Agency confidential information in any form, including removing any permissions granted, received during any project/campaign immediately upon completion expiration or termination, or at a time or interval mutually agreed by the parties. Examples may include images or files stored on Offeror's devices or servers, or accounts or passwords created by or given to Offeror for the purpose of the project/campaign (i.e. social media or internal system logins).

Vendor Meets This Requirement ☐ Yes ☐ No

**Mandatory Requirement #M4:** Vendor shall complete a post project/campaign engagement assessment/survey and solicit feedback from the end users engaged and compile a list of best practices and lessons learned that shall be shared with the recently engaged and all subsequent requesting units. Post engagement assessment/surveys shall inform the vendor and Agency on future projects/campaigns.

Vendor Meets This Requirement ☐ Yes ☐ No

**Mandatory Requirement #M5:** Per Section 3 F.10 below, Vendor agrees all work performed or created by the Vendor for the sole purpose of subsequent projects/campaigns, 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 Agency is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing by the parties. This requirement does not include work product or intellectual property previously created by the vendor or any third-party used in the fulfillment of the requested scope of work.



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Vendor Meets This Requirement ☐ Yes ☐ No

### **D.2.1. Account Management:**

The State requires the awarded vendor to provide client/account relationship management and support services relating to all ongoing projects/campaigns with the Agency. This service category must be performed by the Offeror and shall **not** be subcontracted. This service category is meant to encompass the most basic business functions, customer relations, and general business consulting. Examples of services in this category could include engagement initiation and kick-off sessions, invoicing, and ongoing communication of project status, risk management, scheduling/coordination, tools, deliverable identification, and general Agency interaction. Offeror is expected to bring their experience with industry specific best practices and insights from the larger marketing world into this category. This category may also include professional business consulting such as; executive research/support, change management or cultural evolution, organizational design, support for the overall Agency/project/campaign strategy, operational effectiveness, organizational design, and exploration research into new market opportunities. Offeror shall further define and expand upon these examples and provide detailed services and deliverables related to this category in Attachment A.

**Offeror shall provide a sample Engagement Summary Report or Project Status Report, or Offeror's internal equivalent deliverable with their Offer in Packet 2. For evaluation purposes, please name this "Attachment D.2.1"**

### **D.2.2. Project/Campaign Creation/Management:**

This service category encompasses everything from strategy to execution, including but not limited to; discovery sessions, content creation planning, content creation calendars, research, targeting, messaging, implementation, project management, event management, media planning/buying, copywriting, editing, budget management, value propositions, and cost benefit analysis. Note, while this service category overlaps many others listed in this RFP, it is meant to focus on the actual project/campaign strategy/execution while the other categories are intended to focus on the individual tasks/deliverables required for a successful project/campaign which may be utilized independently by the end users. This category encompasses a unique ecosystem requiring many skillsets, and depending on the project/campaign, many unidentified resources. Offerors are encouraged to focus on the "typical" operational aspects of a marketing project/campaign for the purposes of this service category.

Offeror shall further define and expand upon these examples and provide detailed services and deliverables related to this category in Attachment A.

Typical Project Tasks and Deliverables could include but are not limited to:

- **Branded Campaigns:** The vendor may implement specific campaigns for desktop computer, tablet computer, and mobile device search (Responsive Design). Within these branded campaigns, the vendor will use targeted/specific keywords to enable the Agency's message to be displayed at the top of search results, with the lowest cost per click with the highest volume possible, generating the highest number of quality leads (as applicable). This may also include

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the use of metadata tools, account aggregators, social media management, google analytics, and dashboards, ext., to establish regular benchmarks and optimize current/future campaign(s).

- General Campaign: The vendor may also build and implement a general campaign to target all keywords for a broad match (i.e., based on search queries, build phrase to capture exact match and negative keyword ad groups). Daily monitoring and adjusting of search ads may be required.
- Online Media Planning and Buying: The vendor may implement online advertising campaigns through, but not limited to, such platforms as Google AdSense (Google's content network). Social media/network platforms including, but not limited to: Facebook, YouTube, Twitter, Snapchat, Instagram and others as applicable, streaming music networks (e.g., Spotify, Pandora); and applicable proprietary and other non-proprietary online advertising networks. The vendor will plan, buy, execute, measure and optimize campaigns based on performance.
- Search/Paid Search: The vendor may use web search engine-based digital tactics to reach prospects where they are actively searching for information.
- Event Assistance or Hosting: Upon declaration from the Illinois Governor's Office, Agencies are expected to resume attending and hosting events. The vendor may be asked to assist or host/facilitate all or part of an event on behalf of the end users.
- Direct Marketing: Using targeted marketing and direct-mail lists to maximize the impact of Agency's project/campaign. This includes print material which may be heavily integrated with web-based material.
- Human Resources (HR) Recruitment Campaigns: Vendor may be asked to assist end users with HR recruitment in a specialized or general recruitment capacity. Campaigns may include the purchase of HR resume posting subscriptions (i.e. Indeed, Zip recruiter, Career Builder, etc.), online banner advertisement, sponsorship of events, billboard advertisement, and notifications or postings via LinkedIn and other social media platforms. Vendor shall work with the requesting Agency to identify and recommend media channels and locations where potential candidates are seeking information and with the highest return on investment.
- Offline Media Planning & Buying: Full-service media planning, buying, execution, measurement, and optimization capabilities are required, either in-house or seamlessly integrated with an outside firm with which the Offeror has/or will have an established relationship. Of particular interest are examples of successful and aggressive negotiation of price and sponsorships. The vendor will work with the agency to negotiate media-related buys with offline media such as television, newspaper, radio, and other media outlets to determine the best price, time slots, programming, etc. Vendor shall work with the requesting Agency to offer recommendations for strategic placement of Ads as well as follow-up analysis on reach and overall effectiveness of the advertising campaign.

**Offeror shall provide a sample Campaign Plan or Offeror's internal equivalent deliverable with their Offer in Packet 2. For evaluation purposes, please name this "Attachment D.2.2".**

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#### **D.2.3. Content Creation/Adaptation:**

This service category encompasses creating raw material used in any effort to create awareness or communicate a story or message to the target audience. This includes assets such as words, images, videos, data visualizations, infographics, long-form content, logos, and many other creative contents. This may also include content strategy and development, copy writing, editing, Search Engine Optimization (SEO), Search Engine Marketing (SEM), and many other niche skillsets. End users may also require existing creative content to be adapted for use in other media channels.

Another skillset anticipated for this service category is the creation of animated videos, shorts, or micro training series, whatever they may be called for focused training for staff on curriculum the Department deems important.

Offeror shall further define and expand upon these examples and provide detailed services and deliverables related to this category in Attachment A.

**Offeror shall provide a portfolio with samples from 3 integrated campaigns with their Offer in Packet 2. Each campaign sample should include samples from all media channels that were used. Offeror has flexibility in how to meet this requirement, however, file size should be considered and no more than 3 campaigns should be provided. For evaluation purposes, please name this “Attachment D.2.3”**

#### **D.2.4. Strategic Marketing/Planning/Analysis/Research**

Offeror shall demonstrate the ability to oversee research projects and translate large amounts of research and data into effective marketing strategies and campaigns that deliver positive, measurable results. It is important to outline media strategies with consideration of consumer interests and marketing trends, that include an annual advertising schedule, target markets and budget allocation. Strategic Planning may include services such as assessments, budget planning and maximization and development, and Marketing Strategy Frameworks. Strategic analysis will include services such as KPI identification, development, and monitoring. This may also include the use of metadata tools, account aggregators, social media management, google analytics, and dashboards to establish regular benchmarks and optimize current/future campaign(s).

Offeror shall further define and expand upon these examples and provide detailed services and deliverables related to this category in Attachment A.

Typical Project Tasks and Deliverables could include but are not limited to:

- Search/Paid Search (Expanded from D.2.2.) – Based on search best practices, use of analytics and optimization based on Key performance Indicators (KPIs) to measure reach, effectiveness, and realigning purchases based on analysis for optimization, the vendor will be responsible for initial account structure set up.
- Key Performance Indicators (KPIs) – The KPIs could include but are not limited to:
  - Unique Visitor Analytics – Analyze how many visitors have viewed content within a designated time frame.

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- Click Rates/Cost per Application - Analyze in order evaluate the success of a campaign.
- Mobile Readership – Analyze the use of mobile technology.
- Bounce Rates/Time Spent Engaged with Content – Analyze the data dynamics.
- Unique Page Views – Analyze the ability to draw correlations between unique visitors and page views.
- Geo-Targeting – Using the Agency’s recruitment goals from various and specific geographic regions, the vendor will explain how to allocate resources and budget to optimize target audience reach.
- Audience Targeting – The vendor may use advanced (proprietary or nonproprietary) technology to reach (anonymously) the targeted audience in the State of Illinois as well as applicable states in the United States.
- Content Targeting – The vendor may use content created and approved by Agency Marketing to serve and distribute content (i.e., display and video ads) to websites.
- Look-Alike Targeting – The vendor may work with the Agency to aggregate data to find individuals with similar traits and then leverage third-party data to create similar user pools to advertise to the “lookalike” user pools in order to expand the potential target audience. The vendor will test and optimize each segment based on performance.
- Site Re-Targeting – The vendor may work with the Agency to aggregate data to re-target ads on other websites the users browse/engage with.
- Surveys – The vendor may be asked to assist Agencies with surveys.
- Research – The vendor may be asked to conduct numerous different research projects, such as requesting market ratings or sentiment for various aspects of a project/campaign prior to proceeding.

**Offeror shall provide a sample Strategic Plan Template (no content required) and a Key Performance Indicator Analysis Template (no content required) or Offeror’s internal equivalent deliverables with their Offer in Packet 2. For evaluation purposes, please name these “Attachment D.2.4.1 and Attachment D.2.4.2”**

#### **D.2.5. Website/App Design**

The State may request services in this category for updates or enhancements to existing state websites or applications including design, layout, or search optimization. These services do not include coding or website development. The State envisions services in this category could be creating and maintaining databases, creating and executing online marketing campaigns, creating eNewsletters, and enhancing search functionality, optimization and integration, or creating responsive design. Offeror shall further define and expand upon these examples and provide detailed services and deliverables related to this category in Attachment A.

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As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

**Offeror shall provide a word document with links to 3 sample websites with responsive design with their Offer in Packet 2. For evaluation purposes, please name this “Attachment D.2.5.”**

#### **D.2.6. Asset/Media Library**

The vendor may be requested to create and manage an asset/media library according to the needs of the Agency. This could include gathering, cataloging existing media, creation, maintaining, enhancing, or hosting. Cataloging may include keyword tagging existing media or newly created media and video talk to transcription as well as dating, campaign identification, key personnel identification, and creator identification. Services may also include video transcription and/or translation using automated transcription software or hand transcription for among other purposes, adding search capability or providing ADA compliance.

Libraries could be cloud based or on premise as determined by the Agency. Offeror shall further define and expand upon these examples and provide detailed services and deliverables related to this category in Attachment A.

Example:

The Vendor may be responsible for hosting, managing and maintaining the asset library for the Agency. Vendor may need to use Agency media or newly created assets that need to be cataloged and stored for future use.

#### **D.2.7. Pass-through Costs**

Goods, services, and resources not specifically identified in **Attachment B Pricing Table** shall be invoiced as a pass-through cost with evidence of actual cost. **No** markup is allowed on **any** pass-through cost. Offerors are expected to only incur profit on identified services and resources at the rate included in their Offer. Therefore, it is highly advisable/advantageous that Offerors expand service categories and resources to include all potential services that may be provided to the State as requested in this RFP.

Examples of potential pass-through costs include but are not limited to; media advertising (online and offline) purchases, one-time specialty resources, one-time goods and services, project/campaign specific specialized hardware or software, Human Resources/recruitment job posting subscriptions, specialized or project/campaign specific printing cost, and SMS or text messaging services, ext.

Travel above and beyond the ordinary course of business for extraordinary meetings or to attend functions/events required by the project/campaign **may** be approved by the Department in writing prior

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to the scheduled travel and shall be governed and reimbursed in accordance with the Travel Regulation Council and the IL Governor's Travel Control Board rules. The Governor's Travel Control Board rules can be found at: <https://www2.illinois.gov/cms/Employees/travel/Pages/default.aspx>

All non-one-time purchases, including software licenses or subscriptions shall be invoiced on a prorated basis as the cost is incurred, and only during the approved project/campaign duration (i.e. the State will not pay for subscriptions lasting beyond the project campaign duration, regardless vendor commitment requirements, unless otherwise agreed in writing by the parties).

Awarded vendors shall, at all times, ensure the State receives competitive market rates for all pass-through goods and services **and** all applicable standards of good government are upheld while performing on the State's behalf:

- D.2.7.1.** This includes requesting a minimum of 3 (three) quotes, when applicable, for all pass-through goods and services. Offeror shall negotiate rates for the best possible price for the State. Evidence of quotes and negotiation shall be provided to the requesting Agency as part of the planning phase or accompany monthly invoices, or as otherwise agreed between the parties. If unable to attain three quotes, vendors shall negotiate the purchase price and provide a written justification to the Agency regarding the reasonableness and fairness of the cost in the current market conditions. Evidence of negotiation shall be provided to the Agency upon request.
- D.2.7.2.** Awarded vendor shall agree to assume all responsibility and liability for negotiating and adhering to the terms and conditions of any contract with a third-party vendor for pass-through goods and services.
- D.2.7.3.** Awarded vendor shall require any third party vendor to 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 real or personal property, or any other damage or loss claimed to result in whole or in part from vendor's negligent performance; (c) any act, activity or omission of vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

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- D.2.7.4.** Awarded vendor shall pass-through to the State of Illinois and its agencies, any warranties given by its third-party vendors in connection with all pass-through goods and services used by Vendor to provide the Services to the extent permitted by the terms and conditions of such warranties.
- D.2.7.5.** With respect to services or materials paid for on a pass-through cost basis, the State reserves the right to: (i) obtain such services or materials directly from a third party; (ii) designate the third party source for such services or materials; (iii) designate the particular services or materials (such as equipment make and model) awarded vendor will obtain; (iv) require awarded vendor to identify and consider multiple sources for such services or materials and evaluate the responses from such sources; and (v) review and approve a pass-through expense for such services or materials before entering into a contract for such services or materials.
- D.2.7.6.** No current or future obligations shall be incurred on behalf of the Agency above the contract award or outside the scope of the contract. Awarded vendors shall notify the Agency as soon as reasonably identified of future implications of services rendered or cost obligations that may exceed the contract award. Awarded vendors shall not accept new scope outside the awarded contract without first receiving an executed two-party amendment to memorialize the change.
- D.2.7.7.** Awarded vendors, their partners, and subcontractors shall disclose all potential conflicts of interest (PCOI) with any pass-through vendor utilized on the Agency's behalf (i.e. if the low quote is received from a relative of the vendor, their partner, or subcontractor; or if the low quote is received from a vendor with any direct or indirect relationship to the Agency's executive staff, end users, or procurement staff; or if the low quote is received from a vendor with any direct relationship to any executive or legislative branch State-level elected official or appointment holder).
- D.2.7.8.** PCOI's shall be reported by the vendor to the Agency as soon as reasonably identified. PCOIs shall be reviewed by the Agency and Agency shall make a written determination if they wish to proceed with the low vendor, a copy of which shall be saved to the Procurement File.
- D.2.7.9.** Awarded vendors shall take reasonable steps to discover their pass-through vendors' criminal histories and shall not knowingly conduct business with vendors convicted of bribery, or felonies until 5 years after the date of completion of the sentence for that felony (unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business).

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**D.2.7.10.** Awarded vendors shall not give or accept any bribery or benefit of any kind in exchange for using a pass-through vendor on the State's behalf; unless the benefit is legal and is offered to any other person or business during the normal course of business with the vendor.

**D.2.7.11.** As applicable, end users may add to this list in writing with mutual agreement of the parties based on the project/campaign requirements. Examples may include, if doing business with DCFS; vendors shall not knowingly conduct business with anyone on the Child Abuse and Neglect Tracking System, the Illinois Sex Offender Registry, or any other state child protection systems (See Additional State Terms and Conditions below).

#### **D.3. Resources**

For the purposes of establishing inclusive hourly rates, the following resource titles have been developed to give a general guideline to the Offeror in order to provide a standardized response for pricing. Requested resources include the following and shall be further defined by the Offeror in Attachment A based on internal titles/roles.

For the purposes of the resulting contract, "inclusive hourly rates" shall have the following definition: fully-loaded hourly rate **inclusive** of, salary, benefits, insurance, labor, ordinary travel, materials, deliverables, tools, equipment, supplies, expenses, overhead, insurance, fuel, freight, transportation, and any other ordinary cost of conducting the Offeror's daily business. No other cost is allowed, except as outlined in Section 2.7 above.

**D.3.1. Account Executive** – This resource will be the main point of contact between the vendor and the purchasing Agency and shall provide engagement updates throughout the life of the project(s).

**D.3.2. Project Manager** - This resource should be available throughout the life of the requested project/campaign for coordination and overall management of all projects requested. Projects/campaigns may require more than one resource.

**D.3.3. Public Relations Manager** –Works with the Agency to meet project/campaign goals by creating policy proposals and working with external stakeholders such as media and citizens.

**D.3.4. Marketer** – Responsible for developing and overseeing marketing campaigns to promote desired outcome in relation to the project.

**D.3.5. Graphic Designer** - Designs web pages, brochures, logos, signs, books, magazine covers, annual reports, advertisements, and other communication materials.

**D.3.6. Content Creator** - Produces marketing copy material such as blogs, news, images, videos, audio, emails, social updates and other related content.



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- D.3.7. Copywriter** – Responsible for producing or reviewing content produced to promote or communicate the desired message/outcome of a project or campaign. This resource could also be utilized to produce or review internal communication material for effectiveness and clarity.
- D.3.8. Videographer** - Responsible for planning, filming and editing videos that could be used for a variety of projects.
- D.3.9. Video Editor** - Responsible for editing and assembling recorded material into a suitable, finished product ready for broadcasting. The material may include camera footage, dialogue, sound effects, graphics and special effects.
- D.3.10. Animator** - Creates moving images that tell stories or provide information relating to the project.
- D.3.11. Photographer** – Responsible for planning, photographing and editing photos that could be used for a variety of projects.
- D.3.12. Social Media Manager** – Responsibilities may include monitoring, moderating and responding to audience comments; managing social media partnerships and creating and/or posting shareable content.
- D.3.13. Media Planner** – Responsible for producing action plans for advertising campaigns.
- D.3.14. Event Planner** – Works with the Agency to plan and organize requested events such as seminars, conferences, exhibitions, large meetings and other events. This resource may be requested to plan, book, host and/or run an event. Event could be in person or virtual. More than one resource may be needed depending on the needs of the Agency.
- D.3.15. Marketing Strategist/Manager** - Sets strategic marketing goals that align with the overall direction and project/Agency goals.
- D.3.16. Digital Marketing Strategist** - Develops a cohesive digital marketing strategy for the Agency.
- D.3.17. Market Analyst** - Examine a campaign's performance indicators and identifies opportunities to optimize current/future campaigns.
- D.3.18. Performance Analyst** - Manipulates data using analytical software and applications to prepare reports and evaluate outcomes of the project/campaign.
- D.3.19. Market Operations Manager** - Oversee marketing project/campaign planning, creative production process, technology infrastructure, data and analytics, and brand compliance.

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- D.3.20. Communications Specialist** - Responsible for coordinating the communications output for the purchasing Agency in relation to the project/campaign. Creates and delivers emails, direct mail, brochures, newsletters, and other publications.
- D.3.21. Creative Director** - Manages the creative process from concept to completion.
- D.3.22. Brand Strategist** - Develops positioning recommendations, guide market research analysis and define brand elements and tone.
- D.3.23. Talent Manager** - Scouts and evaluates talent to be used for the project/campaign.
- D.3.24. User Experience Specialist** - Sets, documents, and manages the vision for the user experience.
- D.3.25. Customer Relations Manager/Marketing Automation** – Administers marketing campaigns; tests and analyzes workflow, identifies tactics for improvement. Leads efforts to capture, organize, use and analyze consumer data to achieve project/campaign objectives.
- D.3.26. Optional: Freelance One (Low-Skillset)** - Freelancers play a significant role in the marketing process and help supplement vendor's in-house skillset. Freelancers may be used on limited terms for project/campaign specific purposes. This line is intended to be used for low-skill freelancers.
- D.3.27. Optional: Freelance Two (Intermediate-Skillset)** - COVID-19 increased the need and use of freelance workers. An example in this resource category may include influencer marketing or content creation. Freelancers may be used on limited terms for project/campaign specific purposes. This line is intended to be used for intermediate-skill freelancers.
- D.3.28. Optional: Freelance Three (High-Skillset)** - An example in this resource category may include management consulting, specialized legal consulting, specialized public relations consulting, graphic design, or other niche specialized skillsets in the advertising, communication, and marketing marketplace. Freelancers may be used on limited terms for project/campaign specific purposes. This line is intended to be used for high-skill freelancers.

#### **D.4. OFFEROR / STAFF SPECIFICATIONS:**

- D.4.1.** The State has intentionally not predefined the anticipated number of resources required for each service category, nor set any priority at which resources are likely to be needed. Projects will be requested based upon the operational needs of the end users and may vary greatly across the spectrum of services.
- D.4.2.** Identified partners or subcontractors shall not be replaced for the term of the awarded contract without written approval of the Illinois Department of Children and Family Services. Any

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replacement partner or subcontractor shall only be with the same or similar credentials, including replacement of IL CMS registered BEP partners or subcontractors.

- D.4.3.** Key Personnel submitted to the Agency for a project/campaign shall not be replaced for the term of the awarded contract unless no longer employed by the offeror. Any replacement of Key Personnel shall only be with staff of the same or similar credentials and only with the approval of the of the Department of Children and Family Services.
- D.4.4.** End users shall require the vendor and subcontractor staff to sign Confidentiality Agreements, when necessary, to protect the confidential nature of a project/campaign, asset or subject matter.
- D.4.5.** Unsatisfactory Performance: If the State determines that a resource fails to meet the needs of the Agency, the vendor shall replace the resource upon request of the Agency for the remainder of the project. If requested, the vendor will use its best efforts to replace the resources within five (5) business days (not including time for back ground checks as applicable) unless another timeframe is agreed to by the parties. If the vendor is unable to replace the resource, the State may, at its sole discretion, terminate only the affected portion(s) of the applicable scope or the entire remainder of the agreement.
- D.4.6.** A record of all authorized hours billed by each resource shall be maintained by the Agency and vendor and shall not exceed the awarded Contract amount. Vendor shall not receive payment for hours that exceed the Contract award without prior written approval.

#### **D.5. TRANSPORTATION AND DELIVERY TERMS:**

- D.5.1.** Deliveries shall be completed between 8:30AM – 4:30PM CST, Monday through Friday and exclude weekends and State Holidays, unless otherwise agreed by the parties. All delivery cost shall be included in vendors. No additional costs are allowed.
- D.5.2.** Deliveries shall be packaged in such a manner to prevent damage in transit. Unless otherwise agreed by the parties, all shipping shall be FOB Destination with inside delivery. The State is not responsible for damage or loss of product during transportation, until accepted by the receiving office. Deliveries containing damaged items may be rejected at the Agency's sole discretion. If Agency accepts partial delivery due to damaged product, vendor shall ship a replacement(s) product within 3 (three) days of notification from the Agency at vendor's expense; or at the request of the Agency, vendor shall issue a credit for the damaged supplies and invoice accordingly.
- D.5.3.** All product supplied under the resulting contract shall be new unused and in original packaging and fit for the purpose it was intended. Remanufactured or refurbished product will not be accepted. Vendor shall not change the product during the life of the resulting Contract without written approval from the Agency. If at any time during the term of the resulting Contract a product is discontinued or otherwise unavailable, the Agency reserves the right to approve a new product of equal or better quality prior to shipment and request the Vendor provide the replacement product at the same cost

#### **D.6. POST AWARD USAGE PROCESS:**

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Due to the unique nature of the services provided in the resulting contract, all new projects/campaigns shall follow DCFS Decision Memo approval process prior to initiating a new project/campaign. This process requires the applicable Deputy Director to submit a request for fund allocation and project approval to the DCFS Director for signature. Upon approval, applicable end users shall complete a scope document with relevant project/campaign information and send to the vendor. Awarded vendor shall have a minimum of 7 (seven) calendar days to develop a comprehensive Statement of Work (SOW) and cost proposal utilizing the resources and rates outlined in their resulting contract.

All SOWs and cost proposals shall be submitted in writing to the DCFS Office of Procurement, in addition to the end users, for approval and inclusion in the Procurement File. Office of Procurement shall ensure all identified rates match the awarded vendor's contract, and the end users have all approvals and funding established prior to granting approval to proceed. Vendor shall not commence any billable work until it receives written authorization to proceed from the DCFS Office of Procurement.

Any changes to the resulting scope or cost proposal above what was previously approved shall be submitted in writing to the Office of Procurement for approval prior to vendor incurring cost above the original authorization to proceed. Depending on the changes requested/required, a two-party contract amendment may be required prior to proceeding.

End users may request additional project samples, oral presentations, or Proof of Concept as necessary based on their project/campaign. As requested by the end users, awarded vendor shall provide resumes, in addition to the biographies created in Attachment A, of their proposed project/campaign specific personnel, including all partners/subcontractors and their personnel assigned to specific project tasks as based on the scope of the project/campaign in their response. Resumes shall be up-to-date and include the individual's full name, educational background, certificates/licenses, and years of experience and employment history (in chronological order; most recent first).

#### **D.7. SUBCONTRACTING**

**D.7.1.** Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

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**SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

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**D.7.2.** The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.

**D.7.3.** Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

**D.8. WHERE SERVICES ARE TO BE PERFORMED:**

**D.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.

**D.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.

**D.8.3.** Location where services will be performed: Illinois – Statewide, unidentified work may be performed anywhere in the United States as required.

**D.8.4.** Percentage of contract of services performed at this location: 100%

## STATE OF ILLINOIS

### PRICING

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## SECTION 2.

### E. PRICING

#### E.1. FORMAT OF PRICING:

- E.1.1.** Offeror shall electronically submit pricing in the format shown in Attachment B on **B- 24739**, 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 the 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.**
- E.1.2.** Method and Rate of Compensation: as outlined in Attachment B.
- E.1.3.** Goods, services, and resources not specifically identified in **Attachment B Pricing Table** shall be invoiced as a pass-through cost with evidence of actual cost. No markup is allowed on any pass-through cost. The State will only pay for the actual cost of the approved purchase. Vendor may charge for services rendered which may include, identifying, purchasing, managing the good or service, or resource at the applicable hourly rate(s) identified in Attachment B. See Section D.2.7 above for more information on approved expenses.
- E.1.4.** The total cost per hour stated for each resource be a fully-loaded hourly rate **inclusive** of, salary, benefits, insurance, labor, travel, materials, deliverables, tools, equipment, supplies, expenses, overhead, insurance, fuel, freight, transportation, and any other ordinary cost of conducting the Offeror's daily business. See Section D.3 above.
- E.1.5.** At the requesting Agency's sole discretion, extraordinary travel requests may be reimbursed in accordance with the Travel Regulation Council and the IL Governor's Travel Control Board rules. The Governor's Travel Control Board rules can be found at: <https://www2.illinois.gov/cms/Employees/travel/Pages/default.aspx>. Any travel reimbursement must be agreed upon in writing, in advance, by both parties, and should only be used in instances where a project/campaign requires the vendor to travel in excess and not for standard business operations. The State will only pay for the actual cost of travel expenses with no mark up.
- E.1.6.** Pricing shall be submitted in the following format: See Attachment B. **DO NOT SUBMIT PRICING WITH YOUR TECHNICAL PROPOSAL. ONLY SUBMIT PRICING ON BID-24739.**

**E.2. 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.

**E.3. EXPENSES ALLOWED:** Expenses are allowed as indicated in Section 1 and this Section 2.

**E.4. DISCOUNT:** N/A

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- E.5. 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.
- E.6. OFFEROR'S PRICING OFFER:**
- Offeror's Price for the Initial Term: Include in Attachment B Pricing Table (**Submit separately on BidBuy Bid # B-24739**)
- E.6.1.** 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.
- E.6.2.** Agency Formula for Determining Renewal Compensation: **the price shall be at the same rate as for year 5 (five) of the initial term based on 12 months.**
- E.6.3.** Offeror's Price for Renewal(s): See E.6.2. above.

**Include Section 2 Part E and related attachments in Packet 3 on Bid # B-24739**

**STATE OF ILLINOIS**  
**STANDARD TERMS AND CONDITIONS**

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**SECTION 3.**

**F.1. TERM AND TERMINATION:**

**1.1. TERM OF THIS CONTRACT:** This contract has an initial term of **60 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 this contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

1.1.2. Vendor shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted pursuant to 30 ILCS 500/20-80.

**1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): **12 Months**

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 of this contract is subject to the same terms and conditions as apply to the initial term of this 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. This 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 this contract.

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

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



## STATE OF ILLINOIS

### STANDARD TERMS AND CONDITIONS

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**1.4. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

1.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**1.5. AVAILABILITY OF APPROPRIATION:** 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 (1) 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), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

#### **F.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 in Vendor's invoices shall have no force or effect.

**2.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this 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 this contract is prior to execution.

**2.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this 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 Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>) to ensure understanding of prevailing wage requirements.

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### STANDARD TERMS AND CONDITIONS

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**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 goods/services 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 this contract, and the amount billed, and expenses incurred are as allowed in this 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 Illinois tax exemption number and Federal tax exemption information.

2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

**F.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.

**F.4. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this 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 fifteen (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 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.

**F.5. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this 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 (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) 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 their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority,

## STATE OF ILLINOIS

### STANDARD TERMS AND CONDITIONS

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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 this contract or any subcontract 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 or subcontractor's books and records. 30 ILCS 500/20-65.

- F.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 this contract is being resolved unless otherwise directed by the State.
- F.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.
- F.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 this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, 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 this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this 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 that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.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 the confidentiality provisions of this contract.
- F.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,

## STATE OF ILLINOIS

### STANDARD TERMS AND CONDITIONS

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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 real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- F.12. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the 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 the amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.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.
- F.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 immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ADM. CODE 750.
- 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** 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

## STATE OF ILLINOIS

### STANDARD TERMS AND CONDITIONS

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enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**17.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- F.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 this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- F.19. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.20. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- F.21. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this 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 its contact information.
- F.22. 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.
- F.23. 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 this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- F.24. 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.

**STATE OF ILLINOIS**  
**STANDARD TERMS AND CONDITIONS**

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**F.25. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**F.26. WARRANTIES FOR SUPPLIES AND SERVICES**

**26.1.** 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 attorneys' fees and expenses arising from failure of the supplies to meet such warranties.

**26.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. 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.

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

**F.27. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**F.28. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**STATE OF ILLINOIS**  
**EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS**

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- G.**     [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: DCFS PO21-014), including the standard terms and conditions, Agency 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 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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL OFFEROR PROVISIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> 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

### STATE SUPPLEMENTAL PROVISIONS

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#### H.1. State Supplemental Provisions:

- ☐ Agency Definitions
- ☒ Required Federal Clauses, Certifications and Assurances

The vendor must comply with Federal Access to Contract Records: 45 CFR 95.615 and Federal License Rights: 45 CFR 95.615-617

45 CFR 95.615: Access to systems and records.

The State agency must allow the Department access to the system in all of its aspects, including pertinent state staff, design developments, operation, and cost records of contractors and subcontractors at such intervals as are deemed necessary by the Department to determine whether the conditions for approval are being met and to determine the efficiency, economy and effectiveness of the system. [75 FR 66340, Oct. 28, 2010]

45 CFR 95.615-617: Software and Ownership Rights.

- (a) General. The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.
- (b) Federal license. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.
- (c) Proprietary software. Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart. [51 FR 45326, Dec. 18, 1986, as amended at 75 FR 66340, Oct. 28, 2010]

- ☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- ☒ Agency Specific Terms and Conditions

#### STATE SUPPLEMENTAL TERMS AND CONDITIONS

**The following clauses are added to the State of Illinois – Contract with the Illinois Department of Children and Family Services, hereinafter referred to as the “Department” and are hereby incorporated into this contract**



## **STATE OF ILLINOIS STATE SUPPLEMENTAL PROVISIONS**

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**with the signatures of the Contractor/Vendor and duly authorized representatives of the Department. The following provisions are numbered to correspond to and supplement the applicable sections in the Contract.**

### **SUPPLIES AND/OR SERVICES REQUIRED**

- a) The Contractor shall comply with Department employment requirements in effect during the Contract Term.
- b) In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term, or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.
- c) In the event of a conflict between a provision(s) of the Contract Program Plan/Scope of Services and any other Contract requirement(s), the Contract requirement(s) shall apply.

### **SUBCONTRACTING**

- a) This Contract or any part thereof shall not be subcontracted without a signed subcontract on file with the Contractor. For those subcontracts totaling \$50,000 or greater, the Contractor is required to use the Subcontract Agreement including the Subcontractor Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB Rev. 4/2017).
- b) Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall comply with all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.

### **PRICING**

- a) When applicable, the Department will pay Contractors the payment rates listed on the "Pricing/Rate Schedule."
- b) Contractors are expressly prohibited from charging Department clients and the public for services encompassed by this Contract and materials that arise out of the performance of this Contract.

### **RENEWAL**

## **STATE OF ILLINOIS**

### **STATE SUPPLEMENTAL PROVISIONS**

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The Department reserves the right to modify the contract amount, unless otherwise noted in Section 1.2 Milestones and Deliverables, based on prior year expenditures or projected utilization.

#### **PAYMENT TERMS AND CONDITIONS**

For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this Contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.

a) The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted more than 30 days after the end of the fiscal year or more than 30 days after the expiration or termination of the Contract, whichever is first.

b) The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

#### **ASSIGNMENT**

The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that the actual attempted sale, assignment or transfer without the prior written approval of the Department shall render this Contract immediately null and void.

#### **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)**

a) Department Rule 401.270 (89 Ill. Admin. Code 401.270) requires the Contractor to maintain general personnel and licensing records available for inspection by authorized persons from the Department for at least three (3) years due to federal claiming regulations.

b) The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of financial and programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.

## STATE OF ILLINOIS

### STATE SUPPLEMENTAL PROVISIONS

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c) The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.

d) The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.

e) The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

#### **CONFIDENTIAL INFORMATION**

a) Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.

b) The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

#### **USE AND OWNERSHIP**

a) Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.

b) Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.

## STATE OF ILLINOIS

### STATE SUPPLEMENTAL PROVISIONS

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- c) The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
- d) The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
- e) The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
- f) Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.
- g) All equipment the Department assigns to Contractors is owned by the Department. The use of State-owned property and equipment for personal use or private gain is strictly prohibited. Contractors assigned equipment must also properly use, maintain, secure, and store the equipment in accordance with Department Administrative Procedures 19 Property Control and 20 Electronic Mail/Internet Usage/SACWIS Search Function (available at <http://dcfswebresource.dcf.illinois.gov>). Contractors shall return all equipment to the Department upon request.
- h) The Contractor is strictly prohibited from using any funds provided under this Contract for the purchase or acquisition of real estate or other real property.
- i) The Department, in its sole discretion, has the right to limit or restrict access to its data and materials. The Department also has the right to limit or restrict individuals who work on specific Department projects.

#### **BACKGROUND CHECK**

- a) The Contractor shall require all employees, subcontractors, and volunteers working on this Contract, , who have access to clients and/or confidential client information, to undergo a driver history and a criminal history check via fingerprints, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, , and a check of the Illinois Sex Offender Registry whenever the Department deems it reasonably necessary and at the Department's expense all as set forth in Department rules, regulations, procedures and protocols. Contractor and/or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

## **STATE OF ILLINOIS**

### **STATE SUPPLEMENTAL PROVISIONS**

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b) A Contractor's failure to comply with the background check screening requirements identified in the Contract shall constitute grounds for immediate termination of the Contract..

c) All person's subject to background check screening must complete the Department's authorization forms and certify by their signature that the information provided on their authorization forms is true and accurate and acknowledge that any misrepresentation and/or omission of any material fact on the authorization forms shall render them ineligible to perform services pursuant to the Contract.

#### **EQUAL OPPORTUNITY**

All adults, children and youth shall be treated in a manner consistent with the Illinois Human Rights Act (775 ILCS 5/101 et seq.) and the Department's non-discrimination guidelines as outlined in the Department's rules and procedures, including but not limited to Appendix K, Support and Well-Being of Lesbian, Gay, Bisexual, Transgender and Questioning Youth to Procedure 302, Services Delivered by the Department. This includes freedom from discrimination and denial of services based upon an individual's sexual orientation, gender identity, and gender expression (SOGIE). All adults, children and youth shall have the right to equal access to services provided by DCFS and its contracted providers.

#### **NOTICES**

a) For any address change, the Contractor will give written notice of any change(s) of its principal office address at least 30 days in advance of the change.

b) Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification shall be provided at least 60 calendar days in advance. Such changes may require new licenses and Contracts.

c) The Department retains the right to amend Budgets, Program Plans, and Contracts based on its operational needs after notifying the Contractor of the changes.

#### **REPORTING, STATUS AND TAX CREDITS**

a) The Contractor agrees to immediately notify the Department of service of summons on the Contractor of an action against the Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the Contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.

## STATE OF ILLINOIS

### STATE SUPPLEMENTAL PROVISIONS

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#### SUPPLEMENTAL PROVISIONS

a) The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice when the OIG has reason to believe that advance notice could jeopardize its investigation. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data. In cooperation with the OIG, the Contractor agrees to the following:

- 1) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
- 2) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
- 3) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
- 4) To allow and encourage employees to speak to the OIG regarding pending investigations.

b) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).

c) legislation or to pay the salary or expenses of any individual engaging in said activity.

d) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

e) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

f) If there are any indirect costs associated with this Contract, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

## STATE OF ILLINOIS STATE SUPPLEMENTAL PROVISIONS

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g) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.

h) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. § 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

i) The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the Department Advocacy Office for Children and Families or by checking on the Department Website at <https://www2.illinois.gov/dcf/Pages/default.aspx>. The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, they will be responsible for payment of the legal fees; however the adoptive parent may be eligible for reimbursement.

### FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Contractor will create and adopt a Conflict of Interest Policy that reflects the specifications outlined in Department Rule 437, Employee Conflict of Interest (89 Ill. Admin. Code 437).

☒ Other (describe)

Agency Specific Supplemental Financial Disclosures

☐ Other (describe)

[Click here to enter text.](#)

## STATE OF ILLINOIS SUBCONTRACTORS

- I.1. Check Yes if subcontractors will be utilized or No if subcontractors will not be utilized. ☐ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- I.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 80%.

- I.3. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- 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.](#)

- 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.](#)



## **STATE OF ILLINOIS SUBCONTRACTORS**

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

- I.4.** For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State as these are incorporated as a material term of the contract.
- I.5.** If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.