

Judicial Branch PROCUREMENT OPPORTUNITY

TO: Bid/Proposal Manager

FROM: Cynthia Y. Cobbs, Director

DATE: March 2, 2010

SUBJECT: Judicial Performance Evaluation Program

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

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

Brief Description:

The Judicial Performance Evaluation (JPE) program for circuit and associate judges was established by Illinois Supreme Court Rule 58 in 1988 "to promote judicial excellence and competence." Upon inception of the JPE program in 1988, and under the current structure, participation by Illinois judges is voluntary. However, on December 1, 2008 and effective immediately, the Supreme Court of Illinois issued a press release announcing that every circuit and associate judge in the state of Illinois will be required to undergo an intensified judicial evaluation at least once during their tenure as judge; thereby making the judicial evaluation process mandatory. There are approximately 920 judgeships in the state of Illinois that will be eligible for evaluation at various intervals.

The objective of the program is to improve courtroom performance of the Illinois judiciary, through assessment and education. JPE is designed to maintain and improve judicial performance in an effort to enhance public confidence in the judiciary. The program is designed to be administered by an outside vendor and consists of collection and review of subjective data provided by attorneys and court personnel familiar with the judge's performance. A trained facilitator delivers information and discusses it with the participating judge. The process is entirely confidential and the survey results are available only to the judge and facilitator.

Specifically, the vendor will manage implementation and documentation of the program; collect and gather data related to judicial performance; organize the data in reports for purposes of self-improvement for program participants; develop standards and procedures to ensure validity, accuracy and integrity of data collected; adhere to confidentiality policies; develop and present training programs for facilitators; maintain confidential storage of all data; and provide own materials, supplies and equipment.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers". This section advises what you need to know and do when preparing and submitting an offer to us. It also tells how we will evaluate your offer. The first page of the Instructions, the "Custom Page", will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposals and may sometimes be called a "bid" or "proposal".

- 2) "Solicitation Response Forms". We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your company requested in the "Vendor Prequalification" section, including certain conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information we will not be able to consider your response.

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

INSTRUCTIONS FOR SUBMITTING OFFERS
(CUSTOM PAGE)

1.1 SUBMIT OFFERS TO:

Administrative Office of the Illinois Courts
Ms. Dawn Marie Rubio, Assistant Director
Court Services Division
3101 Old Jacksonville Road
Springfield, IL 62704-6488
Attn: Judicial Performance Evaluation Program Proposal

Electronic Format Requested No

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

1.2 a) LETTER OF INTENT:

Date: March 12, 2010
Time: Not later than 5:00 p.m. (CST)

b) DUE DATE AND TIME FOR SUBMISSION AND OPENING:

Date: April 2, 2010
Time: Not later than 5:00 p.m. (CST)

1.3 NUMBER OF COPIES: Submit a signed original and 4 copies of your offer in a sealed container.
If this is a Request for Proposals, submit price in a separate sealed envelope in the Offer Container.

1.4 OFFER FIRM TIME: 180 Days from Opening

1.5 SECURITY: Offer \$ N/A Performance \$ N/A

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

Date and Time: March 22, 2010 at 11:00 a.m. (CST)

Location: 222 North LaSalle Street, 13th Floor, Chicago, Illinois
(If unable to travel, please email the Project Contact to receive a call-in code number at least one full day prior to the Vendor Conference date.)

1.7 PROJECT CONTACT:

Anthony F. Trapani, Court Analyst
Administrative Office of the Illinois Courts
Court Services Division
3101 Old Jacksonville Road
Springfield, IL 62704-6488

Phone: (217) 558-2114
Fax: (217) 785-3793
Email: ttrapani@court.state.il.us

1.8 PROTEST REVIEW OFFICE:

Administrative Office of the Illinois Courts
Kathleen L. O'Hara
3101 Old Jacksonville Road
Springfield, IL 62704-6488

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

- 1.9 SMALL BUSINESS SET-ASIDE.** Yes ___ No X. If "Yes" is marked this has been set-aside for award to small businesses (Section 45-45 Judicial Branch Procurement Code). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$3,000,000 for a construction business; and must have less than 250 employees if a manufacturer. For complete requirements, request a copy of the Judicial Branch Procurement Code.
- 1.10 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**". The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes.
- 1.11 SUBMISSION OF OFFER.** (see CUSTOM PAGE). You may mail or hand deliver offers, including amendments. We do not accept computer, fax, or other electronic submissions unless authorized on the CUSTOM PAGE. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery and at the delivery site.
- 1.12 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms", completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer is required (see CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The Judicial Branch may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception requested, your offer may be rejected.
- 1.13 MODIFICATION/WITHDRAWAL OF OFFER.** Written requests to modify or withdraw the offer received by the Judicial Branch prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 1.14 QUESTIONS.** All questions and requests for ADA accommodations shall be submitted to the Judicial Branch in a timely manner (see CUSTOM PAGE, 1.36). Please direct all questions and requests to the PROJECT CONTACT. We will provide written answers to questions of a general nature or which would affect the solicitation. We will send them to all eligible recipients of the solicitation. Only written answers to questions shall be binding on the Judicial Branch.
- 1.15 VENDOR CONFERENCE/SITE VISIT.** (see CUSTOM PAGE). If so designated on the CUSTOM PAGE, attendance is a mandatory condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the Judicial Branch's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

- 1.16 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the Judicial Branch Project Contact. We will issue written instructions, if appropriate.
- 1.17 OPENING.** (see CUSTOM PAGE). We will open all offers properly and timely submitted, and will record the names and other information specified by law and rule. All offers become the property of the Judicial Branch and will not be returned except in the case of a late submission.
- 1.18 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.
- 1.19 OFFER FIRM TIME.** (see CUSTOM PAGE). Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.
- 1.20 SECURITY.** (see CUSTOM PAGE). You must provide any required offer security (i.e., bid bond) with the offer, and performance security within ten days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.21 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.22 BEST AND FINAL.** We may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and conditions set forth in this solicitation.
- 1.23 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt of a notice of award is not equivalent to a contract with the Judicial Branch. Protested awards are subject to resolution of the protest.
- 1.24 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the Judicial Branch's best interest, you may submit a written protest. We must actually receive the protest within seven calendar days after you know or should have known of the facts giving rise to the protest. You must submit your protest to the PROTEST REVIEW OFFICE, or if there is no such designation, to the PROJECT CONTACT (see CUSTOM PAGE). We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.25 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted. However, we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized Judicial Branch official(s).
- 1.26 COMMENCEMENT OF WORK.** If you begin any billable work prior to the Judicial Branch's final approval and execution of the contract, you do so at your risk.

- 1.27 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the Judicial Branch's benefit only and is to provide the Judicial Branch with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the Judicial Branch.
- 1.28 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.
- 1.29 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.
- 1.30 PUBLIC INFORMATION.** Upon award, the name of the successful vendor and price will be made available to the public to allow for meaningful review and protest. Upon award, we will disclose only the record (name, and in the case of IFBs, the price) of the unsuccessful offers.
- 1.31 PUBLIC CONTRACTS NUMBER.** Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (IDHR) prior to the opening date. Contact IDHR at (312) 814-2431.
- 1.32 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State at (217) 782-1834 regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from:
"www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html"
- 1.33 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.34 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and Services" and "Vendor Prequalification" information. **You must complete, respond to and submit all sections of each set of forms including attachments, clearly show any "exceptions", sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see CUSTOM PAGE). The electronic version may include additional instructions.
- a) **CONTRACT FOR SUPPLIES AND SERVICES.**
This is the part of the solicitation that shows what we require in terms of specifications, contract terms and other requirements. The Contract for Supplies and Services is arranged as follows:
- Contract Format and Signature
 - Description of Supplies and Services
 - Pricing/Compensation
 - Standard Terms, Conditions and Certifications
 - Supplemental Terms and Conditions
 - Vendor Provided Additional Material and Exceptions
- The Contract Format and Signature identifies the parties and the other elements of what will be the contract. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the Judicial Branch's forms with the offer) as modified by any exceptions properly noted. The Judicial Branch may accept your offer as submitted by signing the Contract Format and

Signature page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you.

Show price information in the Pricing/Compensation attachment. **When responding to a Request for Proposals, place this attachment in a separate sealed envelope in the offer container.**

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

The attachment, Vendor Provided Material and Exceptions, is where additional material may be requested. If you are taking an exception to any part in this section, you will be required to provide a detailed description of any exception(s) you propose.

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

Vendor Prequalification Format and Signature
Business and Directory information
References
Illinois Department of Human Rights (IDHR) Public Contract Number
Minority, Female, Person with Disability Status and Subcontracting
Conflict of Interest Disclosures
Disclosure of Business in Iran
Business Entities – Registration with the State Board of Elections
Taxpayer Identification Number

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

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

specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the Judicial Branch's needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to eliminate offers that we deem unacceptable.

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

1.36 OFFER TIMELINE

ACTIVITY	DATE
RFP Posting	March 2, 2010
Letter of Intent	March 12, 2010, 5 p.m.
Submission of Questions/ADA Accommodations	March 17, 2010
Vendor Conference	March 22, 2010, 11 a.m.
Responses to Questions Posted	March 24, 2010
Final Submission of Proposal	April 2, 2010
Contract Start Date	June 1, 2010
Contract End Date	June 30, 2013

END OF INSTRUCTIONS

CONTRACT FOR SUPPLIES AND SERVICES

The undersigned AOIC and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT consisting of this page and the attachments described below.

1. TERM OF CONTRACT: The term of this CONTRACT and provisions for renewal and termination are as specified in this attachment.
2. DESCRIPTION OF SUPPLIES AND SERVICES: VENDOR shall provide the supplies and/or perform the services specified in this attachment.
3. PRICING/COMPENSATION: AOIC shall pay VENDOR for the supplies and/or services contracted in accordance with the rates or prices established in this attachment.
4. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS: Standard terms, conditions and certifications applicable to this CONTRACT are specified in this attachment.
5. OTHER ATTACHMENTS: Additional terms and conditions are shown in the following attachments:

Agency Supplemental Terms and Conditions	Yes___	No___
Vendor Provided Material and Exceptions	Yes___	No___

In Witness whereof, AOIC and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

Administrative Office of the Illinois Courts

VENDOR (show Company name and DBA)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Address

Address

TERM OF CONTRACT

- a. Beginning and end date of initial term.

The contract will begin the date of execution and continue through June 30, 2013.

- b. Renewal.

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

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

DESCRIPTION OF SUPPLIES AND SERVICES

1. Need for Supplies and Services.

The Illinois Supreme Court (Court), through Supreme Court Rule 58, established the Judicial Performance Evaluation (JPE) program. Supervised by the Court, the JPE program is administered and implemented by the Illinois Supreme Court Planning and Oversight Committee for a Judicial Performance Evaluation Program (Oversight Committee) in conjunction with the Administrative Office of the Illinois Courts (AOIC). The program is designed for education and development of the Illinois judiciary. The long-term goal of the program is the improvement of courtroom performance of individual judges, thereby, effecting improvement in the judiciary as a whole. The program is purposely separated from any effort at judicial discipline or assignment, as other programs exist for those areas.

The JPE program seeks to collect reliable and valid information regarding the daily or typical performances of the state's judges in the following areas: case management, integrity, impartiality, demeanor, and legal knowledge and ability. Approximately 920 Illinois judges will undergo a judicial performance evaluation at least once during their judicial tenure. Of the 920 judges, approximately 530 circuit court judges and 390 associate judges will be eligible for evaluation at various intervals.

The term of the contract will be administered in three-year increments, based on the state of Illinois' fiscal year (July 1 through June 30) with a graduated level of service. It is anticipated that approximately 100 circuit and associate judges, randomly selected by the AOIC, will be eligible for the JPE program during the first year (date of contract execution through June 30, 2011); approximately 175 judges will be eligible during the second year (July 1, 2011 through June 30, 2012); and approximately 175 judges will be eligible in the third year of the contract (July 1, 2012 through June 30, 2013).

Surveys will be collected and compiled from attorneys and court personnel in order to provide judges with detailed feedback regarding how they are perceived by those who regularly work in their courtroom. Assessment reports will be generated for each judge participating in the program. The assessment report will be presented to the assessed judge by a facilitator trained in providing development feedback. The list of facilitators will be provided by the AOIC and the facilitators will be trained by the vendor with a curriculum approved by the AOIC and Oversight Committee. The vendor should also anticipate travel expenses for facilitators.

The JPE program seeks to create a representative and unbiased account of a judge's performance through the utilization of surveys. The names of approximately 75 to 125 attorneys and court personnel will be provided by the judge being assessed. A survey for attorneys, and a separate survey for court personnel, both approved by the AOIC and Oversight Committee, will be sent to all potential respondents identified by the judge with attorneys receiving a slightly more detailed survey than court personnel. The AOIC and Committee will provide oversight to the selected vendor in redeveloping, or enhancing, the scope and design of the survey instruments. A copy of the current survey instruments will be distributed at the Vendor's Conference.

Strict confidentiality is an overriding concern for all aspects of the JPE program. Survey respondents will submit their surveys directly to the vendor for tabulation. Anonymity, for attorneys and court personnel, should be maintained (e.g. use of codes, removable labels on surveys, separate postcards, secure websites, etc.). The judge being evaluated will not be shown the completed survey forms. Participants, individual survey responses, and facilitation reports are confidential. Original surveys and facilitator reports will be housed by the vendor in a secure location. Destruction of the surveys and reports will be directed by the AOIC at a specified time.

The selected vendor will be responsible for providing quarterly status reports to the AOIC which should include a timeline of activities completed and proposed timeframes for activities that will occur in the future. The vendor will also be responsible for submitting an annual report to the AOIC and Oversight Committee. The report should include a timeline of all activities completed for that year, observations made during the year regarding the program, and recommendations for program enhancement and improvement.

The selected vendor shall provide all necessary supplies and equipment to perform the services requested in this Request for Proposal.

Generally, the selected vendor must be able to maintain an ongoing program to evaluate judicial performance of all required judges in Illinois. The selected vendor must be able to develop questionnaires for use in JPE programs, assess other evaluation instruments and data collection methodologies, design procedures to ensure quality and integrity of the data, protect the confidentiality of the judges and the anonymity of participants, prepare materials for disclosure, and train, monitor and deploy facilitators.

The selected vendor shall use professionally accepted methods to provide, to the extent possible, objective and reliable evaluations to reduce the risk of unfair ratings and statistical comparisons.

2. AOIC's Goal.

The Administrative Office of the Illinois Courts seeks to secure implementation and management services for the Judicial Performance Evaluation program.

3. Project Requirements.

The selected vendor shall be responsible for:

- Implementation and documentation of the program;
- Management of the program in conjunction with the AOIC and the Oversight Committee;
- Collection and management of survey data on an ongoing basis;
- Synthesis and analysis of collected data;
- Organization of data into a readily understandable assessment report to be used for self-improvement purposes;
- Development of standards and procedures to ensure the validity, accuracy, and integrity of the data collected;
- Development of training program, training, management and oversight of facilitators;
- Development and execution of JPE program assessment;
- Development, implementation and maintenance of strict confidentiality procedures;
- Confidential storage of all data;
- Provision of own materials, supplies, and equipment;
- Preparation and presentation of an annual report to the AOIC and the Oversight Committee; and
- Preparation of quarterly status reports to AOIC.

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

a. Proposals for the project will be accepted from qualifying vendors with a record of successful project management for comparable projects of similar size and complexity. Expectations of vendor qualifications include knowledge and experience in the field of judicial performance and/or other professional evaluations, background knowledge of Supreme Court rules, Illinois statutes, laws, orders, and/or policies. The vendor will act in concert with the AOIC during this project, including:

- Providing technical assistance to the AOIC;
- Assisting with modification and customization of the JPE program, as needed;
- Training and facilitated planning; and
- Providing reports to the AOIC assessing current and future needs

b. References.

Please complete Page 26, References

5. Performance Security Bond. N/A

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

6. Subcontracting/Joint Ventures. X Allowed Not Allowed

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

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

PRICING/COMPENSATION

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

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

Schedule A (Budget Summary)

Judicial Performance Evaluation Program

VENDOR Name: _____

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

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

Schedule A-1 (Budget Justification)
Judicial Performance Evaluation Program

VENDOR Name: _____

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

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

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

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

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

Travel: Indicate the traveler name (if available) and/or position title, related project activity (ie. meeting, training), expense type (such as mileage, lodging, per diem, ground transportation, airfare), calculation, and budget amount. All travel is subject to applicable state rates: mileage @ \$.50 per mile; per diem @ \$28 per day; and applicable regional lodging rate (consult with Project Contact).

Traveler or Position Title	Project Activity	Expense Type	Calculation	Budget Amount
Total Travel				

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

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

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

Item	Unit Cost	Qty	Calculation	Relationship to Project	Budget Amount
Other Costs Total					

SCHEDULE A-2 (Budget Narrative)
Judicial Performance Evaluation Program

VENDOR Name: _____

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

Personal Services:

Fringe Benefits:

Travel:

Contractual:

Other:

STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including Section 20-60 of the Judicial Branch Procurement Code. If the term begins on execution, the term begins when the Judicial Branch executes the CONTRACT. If the commencement of performance is delayed because the CONTRACT is not executed by the Judicial Branch on the start date, the Judicial Branch may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
2. **BILLING:**
 - a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the AOIC. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AOIC no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
 - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The Judicial Branch does not warrant the interest component of any payment, including installment payments which are exempt from income tax liability.
 - c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.
3. **PAYMENT:**
 - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
 - b) The AOIC shall not be liable to pay for any supplies or services, including related expenses, subject to this CONTRACT and incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AOIC obtaining suitable appropriation of funds.
 - c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AOIC that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.
 - d) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
 - e) As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
4. **AVAILABILITY OF APPROPRIATIONS (Section 20-60 of the Judicial Branch Procurement Code):** The AOIC shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AOIC's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AOIC shall determine whether amounts appropriated are sufficient. The AOIC shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR's obligation to perform shall cease upon receipt of the notice.
5. **CONSULTATION:** VENDOR shall keep the AOIC fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AOIC the opportunity to review relevant documents prior to filing with any public body or adversarial party.

6. **PERFORMANCE REVIEWS:** The Judicial Branch may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the Judicial Branch in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the AOIC's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT / RETENTION OF RECORDS (Section 20-65 of the Judicial Branch Procurement Code):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records shall be maintained by the VENDOR for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AOIC, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the Judicial Branch for the recovery of any funds paid by the State and the Judicial Branch under the CONTRACT for which required books and records are not available to support the purported disbursement.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the AOIC and shall in any event be performed so as to minimize inconvenience to the AOIC and its personnel and minimize interference with the AOIC's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the Judicial Branch or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR's duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AOIC determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **ASSIGNMENT AND SUBCONTRACTING:**
 - a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AOIC's prior written consent. In the event the AOIC consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AOIC for review and approval upon request.
 - b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT (Section 35-40 of the Judicial Branch Procurement Code).
 - c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. AOIC shall have the option to accept a substitute or to terminate the CONTRACT.
12. **LICENSE:** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AOIC, VENDOR may meet the license requirement through a subcontractor.

13. MAINTENANCE ASSURANCE:

- a) The AOIC reserves the right to maintain any equipment purchased under this CONTRACT using AOIC personnel or third-party maintainers. In such case, VENDOR shall provide the AOIC or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AOIC reserves the right to return to VENDOR's maintenance following written certification by VENDOR that the equipment is eligible for VENDOR's maintenance. VENDOR's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AOIC shall be without penalty or sanction by VENDOR.
- b) If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AOIC at no cost adequate documentation and access to specialized or proprietary tools to allow the AOIC or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the AOIC.

14. CONFIDENTIALITY AND USE OF WORK PRODUCT:

- a) Any documents or information obtained by VENDOR from the AOIC in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AOIC.
- b) Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the Judicial Branch, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AOIC all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AOIC shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the Judicial Branch except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and utilizes in the performance of this CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AOIC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

15. WARRANTY:

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

16. LIABILITY AND INSURANCE:

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the Judicial Branch, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the AOIC's facility. VENDOR shall do nothing to prejudice the Judicial Branch's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the Judicial Branch's request and expense, furnish to the Judicial Branch reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Judicial Branch in obtaining recovery.
- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AOIC and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AOIC. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c) VENDOR shall, without limitation, at its expense defend the AOIC against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AOIC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AOIC's use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the Judicial Branch the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AOIC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the AOIC may incur to acquire substitute supplies or services.
- d) AOIC assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
- e) Neither party shall be liable for incidental, special or consequential damages.

17. TAX COMPLIANCE: VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

18. SOLICITATION AND EMPLOYMENT: VENDOR shall not employ any person employed by the Judicial Branch during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AOIC's Director if VENDOR solicits or intends to solicit for employment any Judicial Branch employees during the term of this CONTRACT. The Judicial Branch has no authority to contractually refuse to hire VENDOR's employees who apply to the State for employment.

19. BACKGROUND CHECK: The AOIC may conduct criminal and driver history background checks of VENDOR's officers, employees or agents who would directly supervise or physically perform the CONTRACT

requirements at Judicial Branch facilities. Any officer, employee or agent deemed unsuitable by the AOIC must be replaced immediately.

20. LEGAL ABILITY TO CONTRACT:

- a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b) VENDOR is not in default on an educational loan (5 ILCS 385/3).
- c) VENDOR has informed the Director of the AOIC in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
- d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (Section 50-5 of the Judicial Branch Procurement Code).
- e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (Section 50-10 of the Judicial Branch Procurement Code).
- f) VENDOR, or any affiliate, is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR acknowledges that the AOIC Director may declare the contract void if this certification is false (**Section 50-11 of the Judicial Branch Procurement Code**) or if VENDOR, or any affiliate, later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**Section 50-60 of the Judicial Branch Procurement Code**).
- g) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**Section 50-25 of the Judicial Branch Procurement Code**).
- h) VENDOR is not in violation of the "Revolving Door" section of the Judicial Branch Procurement Code (**Section 50-30 of the Judicial Branch Procurement Code**).
- i) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (**Sections 50-40, 50-45, 50-50 of the Judicial Branch Procurement Code**).
- j) Pursuant to the Drug Free Workplace Act, VENDOR will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to contracts of \$5000 or more with individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
- k) Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (**30 ILCS 582**).
- l) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
- m) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- n) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).

21. **CONFLICT OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AOIC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited, to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), the Judicial Branch Procurement Code (**Section 50-13**), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the AOIC Director pursuant to Section 50-20 of the Judicial Branch Procurement Code. An exemption is necessary if the person intending to contract with the Judicial Branch, their spouse or minor child:
- a) holds an elective office in Illinois;
 - b) holds a seat in the Illinois General Assembly;
 - c) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
 - d) holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$106,447.20**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
 - e) the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$177,412.00**).
 - f) the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$354,824.00**) from the firm, partnership, association or corporation.
22. **BREACH AND OTHER FOR CAUSE TERMINATION:** AOIC may terminate this CONTRACT without penalty to the Judicial Branch or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AOIC giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
23. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
24. **ANTITRUST ASSIGNMENT:** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Judicial Branch does not unlawfully discriminate in employment, contracts, or any other activity.
26. **APPLICABLE LAW:** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Judicial Branch Procurement Code and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the Judicial Branch arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The Judicial Branch shall not enter into binding arbitration to

resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes.

27. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AOIC shall be sent to the Administrative Director of the AOIC at AOIC's headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.

28. **ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

SUPPLEMENTAL TERMS AND CONDITIONS

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

- Public Works Requirements.*
- Prevailing Wage (janitorial, security guard, window washing and food service if valued at more than \$200 per month or \$2,000 per year).*
- Prevailing Wage (all printing contracts).*
- Prohibition on Contingent Fees (certain federally funded contracts). As required by federal regulations, guidelines, and requirements, no contingency costs may be paid for with funds from this contract. Specifically, contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening are unallowable.
- Other (describe)
- Additional Terms and Conditions

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

VENDOR PROVIDED MATERIAL AND EXCEPTIONS

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

Required Material(s):

- No other material included
- Other material included (describe--attach additional pages if needed)
- Resume or curriculum vitae demonstrating professional qualifications requirements contained within this RFP
- Form W-9 *Request for Taxpayer Identification Number and Certification*
* Form W-9 Request for Taxpayer Identification Number and Certification can be accessed by calling the IRS at 1-800-TAX-FORM or on the web at www.irs.gov.
- Proposal Narrative (format instructions below)

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

General Description (approx. 1-3 pages)

- A. Provide a detailed vendor description. Describe any relevant, prior, and/or related experience for the type of services identified and any level of knowledge regarding issues surrounding judicial and/or other professional performance evaluations.
- B. Identify the Project Lead Member who will be committed to this project and their availability of continued follow-up work, if approved. (The AOIC must be notified and approve any change of staff upon award of contract.) Provide a description of their individual experience for the type of effort identified.
- C. Describe additional staffing for this project, if applicable. If this is a joint venture, describe any affiliation structure. Provide an organizational chart or typical project-staffing model. Provide a description of their individual experience for the type of effort identified and expected time involved with the project.

Work Plan Activities (approx. 5-8 pages)

- D. Provide a detailed description of the work plan and approach that you propose to complete the above objectives. Describe the processes, models, and/or tools to be used to conduct the services and resource identification, and the deliverables produced. Include a timetable.
- E. Describe the level of involvement and specific tasks you require of the AOIC. Describe the anticipated process of providing services and communication practices to the AOIC during planning and development activities.
- F. Describe any anticipated conditions or limitations that may restrict you from completing all tasks required by the end of the contract.

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

Additional Material (mark one):

- No additional materials provided
 Additional materials provided

Exceptions (mark one):

- No exceptions
 Exceptions taken (describe--attach additional pages if needed)

VENDOR PREQUALIFICATION

GENERAL

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

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

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

- Business and Directory Information
- References
- Illinois Department of Human Rights (IDHR) Public Contract Number
- Minority, Female, Person with Disability Status and Subcontracting
- Conflict of Interest Disclosures
- Disclosure of Business in Iran
- Business Entities – Registration with the State Board of Elections
- Taxpayer Identification Number

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

Vendor (show official name and DBA)

Signature_____

Printed Name_____

Title_____

Date_____

Address_____

Phone/Fax_____

E-mail_____

BUSINESS AND DIRECTORY INFORMATION

1. Name of Business (official name and DBA).

2. Business Headquarters (address, phone and fax).

3. If a Division or Subsidiary of another organization provide the name and address of the parent.

4. Billing Address.

5. Name of Chief Executive Officer.

6. Customer Contact (name, title, address, phone, toll-free number, fax, and e-mail).

7. Company Web Site Address.

8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).

9. Length of time in business.

10. Annual Sales for Vendor's most recently completed fiscal year.

11. Show number of full-time employees on average during the most recent fiscal year.

REFERENCES

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

1. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

2. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

3. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

4. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

ILLINOIS DEPARTMENT OF HUMAN RIGHTS (IDHR) PUBLIC CONTRACT NUMBER

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

Name of Company (and DBA) _____.

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

IDHR Public Contract Number _____

or, if Number has not yet been issued,

Date application submitted to IDHR _____.

NOTICE:

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

You can obtain an application form by:

1. **Telephone:** Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TTY (217) 785-5125].
2. **Internet:** Download the form from the Internet at "www.state.il.us/dhr". On the left hand side of IDHR's home page, click "PUBLICATIONS IDHR NUMBER EMPLOYER REPORT FORM (PC-1)".
3. **Mail:** Write to the Illinois Department of Human Rights, James R. Thompson Center, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

MINORITY, FEMALE, PERSON WITH DISABILITY STATUS AND SUBCONTRACTING

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

Name of Your Company (and DBA) _____

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes No

If "Yes," check each that applies.

Category

- Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

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

Certifying Agency

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

Category

- Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

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

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

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

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

CONFLICT OF INTEREST DISCLOSURES

Instructions. The Judicial Branch Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**Sections 50-13 and 50-35**).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information. This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, DBA and parent):

(Name of vendor) _____

(DBA, if used) _____

(Name of any parent organization) _____

Address _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone/Fax: _____

Section 1: Sec. 50-13 Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [**\$106,447.20**], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income or (ii) an amount in excess of the salary of the Governor [**\$177,412.00**], to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [**\$354,824.00**], to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (f) Exceptions.
 - (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
 - (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
 - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
 - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
 - (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

_____ No Conflict of Interest

_____ Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual.

Section 2: Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements must complete subsection "a", below. Publicly traded corporations may complete subsection "b".

- a. **General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% _____
Ownership value exceeding \$106,447.20 _____
Distributive Income Share exceeding 5% _____
Distributive Income Share exceeding \$106,447.20 _____

Name: _____

Address: _____

For each individual identified above, show:

the dollar value of the ownership interest: \$ _____

or

the proportionate share of the ownership interest: _____%*

and

the type of ownership/distributable income share:

sole proprietorship _____ stock _____ partnership _____ other (explain) _____

* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1% _____ 1 up to 2% _____ 2 up to 3% _____ 3 up to 4% _____

4 up to 5% _____ and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 1.5% _____

and as appropriate in additional 0.5 increments _____%

- b. **Publicly traded corporations subject to SEC reporting requirements.** These Vendors may submit their 10k disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Judicial Branch Procurement Code. FORM SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

check here if submitting a 10k _____, 20f _____, or 40f _____.

Section 3: Disclosure of Potential Conflicts of Interest.

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of Section 3 (attach additional pages as necessary).

a.	State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section "4"].	Yes ____	No ____
b.	State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	Yes ____	No ____
c.	Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.	Yes ____	No ____
d.	Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son or daughter.	Yes ____	No ____
e.	Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.	Yes ____	No ____
f.	Relationship to anyone holding appointive office currently or the previous 2 years.	Yes ____	No ____
g.	Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Yes ____	No ____
h.	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son or daughter.	Yes ____	No ____
i.	Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____	No ____
j.	Relationship to anyone; spouse, father, mother, son or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____	No ____

DISCLOSURE OF BUSINESS IN IRAN

Instructions. The Judicial Branch Procurement Code (**Section 50-36**) requires that vendors desiring to submit any bid, offer or proposal for a State contract disclose whether or not the vendor's business or any parent or subsidiary companies had business dealings with Iran within twenty-four (24) months before submission of the bid, offer or proposal. A bid, offer or proposal that does not include the vendor's disclosure is not considered responsive. The AOIC may consider the disclosure when evaluating the bid, offer or proposal or awarding the contract. The AOIC shall provide the State Comptroller with the name of each entity disclosed as doing business with Iran and the State Comptroller shall post such information on his official website.

Vendor shall disclose any business dealings with Iran pursuant to the requirements of Section 50-36 of the Judicial Branch Procurement Code as set forth below. A designee may submit this form on behalf of the vendor or its parent. Please submit this information along with your bid, offer or proposal.

Vendor Information. This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, DBA and parent):

(Name of vendor) _____

(DBA, if used) _____

(Name of any parent organization) _____

Address _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone/Fax: _____

Sec. 50-36. Disclosure of Business in Iran

Disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and: (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action; or (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's

ability to develop petroleum resources of Iran.

Applicable definitions are as follows:

“Business operations” means engaging in commerce in any form in Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Company” means any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, that exists for the purpose of making profit.

“Mineral-extraction activities” include exploring, extracting, processing, transporting, or wholesale selling or trading of elemental minerals or associated metal alloys or oxides (ore), including gold, copper, chromium, chromite, diamonds, iron, iron ore, silver, tungsten, uranium, and zinc.

“Oil-related activities” include, but are not limited to, owning rights to oil blocks; exporting, extracting, producing, refining, processing, exploring for, transporting, selling, or trading of oil; and constructing, maintaining, or operating a pipeline, refinery, or other oil-field infrastructure. The mere retail sale of gasoline and related consumer products is not considered an oil-related activity.

“Petroleum resources” means petroleum, petroleum byproducts, or natural gas.

“Substantial action” means adopting, publicizing, and implementing a formal plan to cease scrutinized business operations within one year and to refrain from any such new business operations.

CHECK ONE:

_____ No business with Iran as defined in Section 50-36.

_____ Business with Iran as defined in Section 50-36. If checked, identify company and explain time frame and nature of said business with Iran.

BUSINESS ENTITIES - REGISTRATION WITH THE STATE BOARD OF ELECTIONS

Consistent with Judicial Branch Procurement Code (Section 20-160) (adopts section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160) Vendor certifies as follows:

CHECK ONE:

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

- Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration.

The AOIC Director may declare the contract void if Vendor fails to fully and accurately comply with this provision.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

Vendor and/or Business Name: _____

Taxpayer Identification Number:

Social security number _____

or

Employer identification number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government entity |
| <input type="checkbox"/> Owner of sole proprietorship | <input type="checkbox"/> Nonresident alien individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or legal trust |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility | <input type="checkbox"/> Foreign corporation, partnership, estate or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Other: _____ | |



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

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

1. VENDOR SERVICES:

A. Vendor Name and Address:

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

C. Identify Any Attachments To This Agreement:

2. TERM AND AMOUNT

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

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

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

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

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

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

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

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

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

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

8. **PAYMENT RESPONSIBILITY.** The Administrative Office of the Illinois Courts acts as a contracting agency and shall be responsible for costs only when it is the agency using the goods or services. If a specific agreement or order is for the use of another agency, that agency shall ultimately be liable for costs even though payments may be made through the Administrative Office of the Illinois Courts. In the event of a funding problem, the appropriation of the user agency alone shall determine sufficiency of funding.
9. **FISCAL FUNDING AND APPROPRIATIONS.** Obligations of the Supreme Court, its Administrative Office or other agency shall cease immediately if the Illinois General Assembly fails to appropriate or otherwise make available funds for this agreement within any fiscal year in which payment might be due. The Administrative Office of the Illinois Courts will use its best efforts to obtain a sufficient appropriation to cover this agreement.
10. **TRANSFER.** The Administrative Office of the Illinois Courts may transfer goods or services and/or payment responsibility to another State entity after giving notice to Vendor.
11. **TAXES.** Prices shown shall not include federal, State, or local taxes. Should it be determined that such taxes are applicable to this contract, the State will reimburse Vendor for taxes actually assessed and paid except for those based upon income. The Judicial Branch of Illinois State Government has been issued tax number E9984-1266-05.
12. **SUBCONTRACTING.** Subcontracting is not allowed without prior authorization of the Illinois Supreme Court or its Administrative Office. All subcontractors used and amounts paid to each must be disclosed. All subcontractors must comply with the terms and conditions set forth herein for Vendor.
13. **LIABILITY AND INSURANCE.**
 - A. The State does not assume any liability for acts or omissions of Vendor and such liability rests solely with Vendor. The State will not indemnify or hold harmless any Vendor for claims based on the State's use of Vendor provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Vendor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, Vendor shall carry workers' compensation insurance, if applicable, in amounts required by law.
 - B. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the Administrative Office of the Illinois Courts and indemnifies and holds the Administrative Office of the Illinois Courts harmless from any

judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the Administrative Office of the Illinois Courts.

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

25. **WAIVER.** The failure of any party to enforce any provision of this agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
26. **NON-DISCRIMINATION.** Vendor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.
27. **SIGNATURE.** By signing this agreement, Vendor's representative warrants that he or she has the authority to bind Vendor to the terms and conditions contained herein. Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals.

28. CERTIFICATIONS.

- A. **Conflict of Interest.** Vendor certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. Vendor further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, Vendor certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. See section 50-13 of the Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13))
- B. **Bid-rigging or Bid-rotating.** Vendor certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-3, 5/33E-4.
- C. **Educational Loan Default.** If Vendor is an individual, he/she certifies that he/she is not in default on an educational loan as provided in section 3 of the Educational Loan Default Act. See 5 ILCS 385/3.
- D. **Anti-bribery.** Vendor certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)).
- E. **International Anti-Boycott Certification.** Vendor certifies that neither Vendor nor any substantially -owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- F. **Legal Status Disclosure.** Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Vendor and/or Business Name: _____

Taxpayer Identification Number

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

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the EIN and the EIN.)

Legal Status (check one):

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

- G. **Debt Delinquency.** Vendor certifies that he/she/it is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a vendor from entering into a contract with the judicial branch if the vendor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State unless the vendor or affiliate has entered into a deferred payment plan to pay off the debt. Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Vendor is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- H. **Collection and Remittance of Illinois Use Tax.** Vendor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a vendor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Vendor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- I. **Prohibition of Goods Produced By Forced Labor.** Vendor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- J. **Sarbanes-Oxley Act/Illinois Securities Law.** Vendor certifies in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the date of the bid or contract. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- K. **Corporate Accountability.** Vendor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (Public Act 93-0552). Public Act 93-0552 requires development assistance agreements to contain specific recapture provisions. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- L. **Environmental Protection Violations.** Vendor certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits bidding on or entering into contracts with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- M. **Prohibition of Goods from Child Labor.** Vendor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.
- N. **Registration as a Business Entity.** Contractor certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Contractor acknowledges that the AOIC Director may declare the contract void if this certification is false.

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

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

- A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) the grantee's or Vendor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.

- C. Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting or granting agency within 10 days after receiving notice under part (b) of paragraph (3) of subparagraph (A) above from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*

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

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

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

33. SEXUAL HARASSMENT. Vendor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Vendor's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request. See 775 ILCS 5/2-105(A)(4).

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

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

Administrative Office of the Illinois Courts

[Type Vendor Name]

Signature

Signature

Kathleen L. O'Hara
Type/Print Name

Type/Print Name

Assistant Director, Administrative Services Division
Type/Print Title

Type/Print Title

Date

Date

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