

STATE OF ILLINOIS
PROFESSIONAL AND ARTISTIC REQUEST FOR PROPOSAL

State Employees' Retirement System of Illinois
Social Security Disability Application Process Attorney Representation
20-589SERS-SERS5-B-11705

The State Employees' Retirement System of Illinois ("Agency," or "State") requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an Offer.

Brief Description:

The State Employees' Retirement System (SERS) is a \$16.5 billion public employee retirement system that administers a defined benefit retirement plan for its membership that includes retirement, disability, death and survivor benefits. SERS is accepting proposals for attorney representation to assist recipients of SERS non-occupational and temporary disability through the Social Security Administration (SSA) disability application process.

The resulting contract with the awarded Offeror shall have a term of five (5) years with no renewal options.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this document. These sections are a material part of this solicitation, and must be returned when applicable with a Offeror's Offer.

Offers that do not adhere to Form and Content of Proposal requirements may not be considered.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

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

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The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.

FORMS A

Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #

<https://www2.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.18.1.doc>

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

FORMS B

Complete this section only if you are using a valid IPG Registration #

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

<https://www2.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.18.1.doc>

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Illinois Procurement Gateway Registration # and expiration date.....1.
Certification Timely to this Solicitation or Contract2.
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BEP UTILIZATION PLAN

Download and complete these documents if this RFP contains a BEP goal

Letter of Intent:

<http://www.illinois.gov/cpo/general/Documents/Uniform%20Letter%20Of%20Intent%20BEP%20and%20VSB.pdf>

Utilization Plan:

<http://www.illinois.gov/cpo/general/Documents/BEP%20U%20Plan%20V.13.5.docx>

VSB UTILIZATION PLAN

Download and complete these documents if this RFP contains a Veteran goal

Letter of Intent:

<http://www.illinois.gov/cpo/general/Documents/Uniform%20Letter%20Of%20Intent%20BEP%20and%20VSB.pdf>

Utilization Plan:

<http://www.illinois.gov/cpo/general/Documents/Veteran%20Small%20Business%20Utilization%20Plan.pdf>

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SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

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

The State may publish Requests for Proposals (RFP) in BidBuy. However, the State does not accept offers in response to these RFPs through BidBuy. Offerors must continue to submit offers in paper format and in accord with the instructions for submission. When the State publishes an RFP in BidBuy, Offerors must pay special attention to the instructions that follow this symbol "BB". These instructions are specific to BidBuy and augment the preceding information. They indicate that the BidBuy instruction may only be found in BidBuy. Offerors shall read the entire contents of this document and direct any questions to the Solicitation Contact found in A.5.

- A.2. CONFLICT BETWEEN INFORMATION ON PAPER AND BIDBUY:** BB If the State provides information on paper that is different or in conflict with the information the State provides in BidBuy, then the information on paper is presumed to represent the State's intent. If the Offeror provides information on paper that is different or in conflict with the information the Offeror provides in BidBuy, then the information on paper shall represent the Offeror's intended submission.

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

- A.4. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the General Services Illinois Procurement Bulletin (www.purchase.state.il.us), referred to as the "Bulletin". Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.

BB The Chief Procurement Office for General Services publishes procurement information, including solicitations, awards, and amendments, to the Illinois Procurement Bulletin (IPB) sites at either www.purchase.state.il.us or <https://www.bidbuy.illinois.gov/bsol/>, but not to both sites. Offerors are encouraged to register and monitor both sites. The State anticipates that it will cease use of www.purchase.state.il.us for the publication of solicitations, awards, and general notices by January 2019.

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

Solicitation Contact: Robert Cooper	Phone: 217-524-0390
Agency State Employees' Retirement System of Illinois	Fax: 217-524-9039
Street Address: 2101 S. Veterans Parkway	TDD: 866-321-7625
City, State Zip: Springfield, IL 62704	
Email: Robert.Cooper@SRS.ILLINOIS.GOV	

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

BB Each solicitation published in BidBuy contains the Solicitation Contact's name and phone number appearing as the "Info Contact."

- A.6. OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at the Offeror Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than December 9, 2019. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

BB If allowed by the State, Offerors may submit questions to the State via BidBuy in the Q&A tab. All questions, other than questions raised at the Bidder Conference/Site Visit, pertaining to this solicitation must be submitted in writing no later than the date in the paragraph above.

A.7. REQUIRED MEETINGS

Offeror Conference/Site Visit: Yes No

Mandatory Attendance: Yes No

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

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Date: N/A

Time: N/A

Location: N/A

BB The State may publish information about required meetings in BidBuy.

If checked, see the published Bid Solicitation in BidBuy.

A.8. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.8.1. Offer Due Date & Time

Date: December 17, 2019

Time: 2:00 PM CST

BB Each solicitation published in BidBuy contains the Offer Due Date and Time appearing as the “Bid Opening Date”.

If checked, see the published Bid Solicitation in BidBuy.

A.8.2. Offer Firm Time: The Offer must remain firm for 45 days from opening.

A.8.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency: State Employees’ Retirement System	“Sealed Offer – Do Not Open”
Attn: Robert Cooper	Project Title & Reference #: Social Security Disability Application Process Attorney Representation/20-589SERS-SERS5-B-11705
Address: 2101 S. Veterans Parkway	Due Date & Time: December 17, 2019 @ 2:00 PM CST
City, State Zip: Springfield, IL 62704	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

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A.9. ORGANIZATION REQUIRED: Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully.

A.9.1. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.

A.9.2. Packet 2 shall contain Offeror's Pricing provided in Section 2, Part E.

A.9.3. Packet 3 shall contain the Offeror's Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.9.3.1. Exceptions must be provided on Agency's Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror's position or, for example, an Offeror's licensing agreement.

A.9.3.2. The Agency may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.9.4. Packet 4 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

Forms B contains three forms and is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.9.5. Packet 5 shall contain a redacted copy of the Offer.

A.9.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, Section 3, Part F.

A.9.6. Packet 6 shall contain a response to the Minorities, Women, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in instruction A.22.

A.9.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in instruction A.23.

Separately seal and label each packet.

A.10. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the IPB reference number, the packet number, the

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Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single CD or USB flash drive. Pricing must always be on a separate CD or USB flash drive unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	3	1
PRICING – PACKET 2	1	3	1
SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	1	3	1
FORMS A or FORMS B – PACKET 4	1	0	1
REDACTED OFFER – PACKET 5	1	0	1
MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6	1	0	1
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7	1	0	1

A.11. SECURITY: Performance Bond: \$0. If a performance bond is required, Offeror must submit the Performance Bond to the Solicitation Contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.12. SMALL BUSINESS SET-ASIDE: Yes No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit (<https://ipq.vendorreg.com/FrontEnd/ VendorSearchRegistry.asp?TN=ipq&XID=7599>).

A.13. MINORITY CONTRACTOR INITIATIVE: The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract of

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

- A.14. FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.15. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.16. GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Offeror may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- A.17. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

- A.18. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise

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cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror’s name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.19. AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most Responsive and Responsible Offeror.

A.20. REFERENCES: Yes No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror’s experience and ability to perform the contract that is the subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3, Part J.

Type of References: Private firms and governmental agencies

Number of Each Reference Type: 2

A.21. INVOICING ADDRESS: The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency State Employees’ Retirement System

Attn: Accounts Payable

Address: PO Box 19255

City, State Zip: Springfield, IL 62794-9255

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

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BB Each Bid Solicitation in BidBuy contains the Invoicing Address appearing as the “Bill-to Address”.

If checked, see the published Bid Solicitation in BidBuy.

A.22. PROTEST REVIEW OFFICE: Offeror may submit a written protest to the Chief Internal Auditor. For protests related to specifications, the Chief Internal Auditor must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Chief Internal Auditor’s information is as follows:

Chief Internal Auditor
Attn: Protest Review
2101 S. Veterans Parkway
PO Box 19255
Springfield, IL 62794-9255

Phone: (217) 785-6972
Facsimile: (217) 547-9748

A.23. EVALUATION PROCESS: The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

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

A.23.1. RESPONSIVENESS: A Responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

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

A.23.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.

A.23.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

- Valid Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Offeror and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

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- A.23.1.4. If completing Forms A, required forms may include and may not be limited to:
- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
 - State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
 - Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Forms A , Part 2, or in the Illinois Procurement Gateway.
 - Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A , Part 4, or in the Illinois Procurement Gateway.
 - Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A , Part 7, or in the Illinois Procurement Gateway.
 - Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form in Forms A , Part 6, or in the Illinois Procurement Gateway.
 - Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in Forms A , Part 1, or in the Illinois Procurement Gateway.
 - Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in Forms A , Part 8, or in the Illinois Procurement Gateway.
- A.23.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State’s needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.
- A.23.1.6. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- A.23.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law

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must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.23.2. **RESPONSIBILITY:** A Responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a “Responsible” Offeror; an Offeror with whom the State can or should do business. For example, the State may consider the following:

A.23.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.23.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Offeror’s ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.23.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon

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request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

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

A.23.3. **PRICE:** The State identifies the lowest priced Offer that meets the Responsibility and Responsiveness requirements.

A.24. BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, women, and persons with disabilities in the State’s procurement and contracting processes. If the solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan shall render the Bid non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal? Yes No

The SRS procurement process includes a concerted effort to attract qualified minority, female owned business enterprises, and businesses owned by a person with disability (as defined by the Business Enterprise for Minorities, Females, and Persons with Disabilities Act: collectively, “MWDBE”) to participate in the procurement process. SRS further commits to the objective evaluation of all qualified businesses regardless of race, gender or handicap in fair consideration of all suppliers and consultants in the acquisition of goods and services.

SRS contracts require vendors to avoid unlawful discrimination in employment and to assure equality of employment opportunity and compliance with the Illinois Department of Human Rights’ regulations concerning equal employment opportunities and affirmative action.

SRS has set an aspirational goal of 20% of all contracts and purchases from businesses owned by minorities, women, and persons with a disability.

Listed below are the following relevant statutory definitions:

“Minority-owned business” means a business which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

“Women-owned business” means a business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women, and the management and daily business operations of which are controlled by one or more of the women who own it.

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“Business owned by a person with a disability” means a business that is at least 51% owned by one or more persons with a disability and the management and daily business operations of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 of the Internal Revenue Code of 1986 is also considered a “business owned by a person with a disability”.

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to the Bid closing date. Go to (<http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification. Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors.

BB Each Bid Solicitation in BidBuy indicates if there is a Minorities, Women, and Persons with Disabilities Utilization goal.

- A.25. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN:** This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State’s procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Agency Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal? Yes No

The SRS procurement process includes a concerted effort to attract Qualified Veteran-Owned Small Businesses and Qualified Service Disabled Veteran Owned Small Businesses. Businesses that meet the definitions as provided below are encouraged to apply for this request for proposal.

"Qualified Veteran-Owned Small Business" means a small business that is at least 51% owned by one or more qualified veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified veterans living in Illinois; that has its home office in Illinois; and for which these ownership requirements are factually verified annually by CMS.

"Qualified Service-Disabled Veteran-Owned Small Business" means a small business that is at least 51% owned by one or more qualified service-disabled veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified service-disabled veterans living in Illinois; that has its home office in Illinois; and for which these ownership requirements are factually verified annually by CMS.

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to Bid opening date. Go to

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(<http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification. Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.

BB Each Bid Solicitation in BidBuy indicates if there is a Veteran Small Business Utilization goal.

- A.26. BIDBUY TERMINOLOGY AND GUIDANCE:** BidBuy is an online e-procurement system. There is some difference between the procurement terminology as used in this solicitation and the terms used in BidBuy. Please learn more about BidBuy by accessing the online resources found here: <https://www.illinois.gov/cpo/PathwayToProcurement/Pages/BidBuy.aspx>.

-END OF INSTRUCTIONS-

STATE OF ILLINOIS SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** This solicitation is for “professional and artistic services.” Professional and artistic services means those services provided under contract to the State by a person or a business, acting as an independent contractor, qualified by education, experience, and technical ability. 30 ILCS 500/1-15.60
- B.2.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.3.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.4.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.5.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.
- B.5.1. The total number of points for Responsiveness is 1000. Minimum points are needed for each responsiveness category. Responsiveness Elements will be evaluated in the order listed below. If minimum point requirements outlined below are not met in a responsiveness category, the proposal will not be further reviewed and will be immediately disqualified.

B.5.2. RESPONSIVENESS ELEMENTS

Responsiveness Elements	Minimum Required Points	Weight
Professional Qualifications/Personnel	240 pts	370 pts
Ability to Perform Services/Technical Approach/Technical Services	230 pts	350 pts
Vendor Experience	140 pts	200 pts
References	40 pts	80 pts
Total	650 points (Minimum needed)	1000 points (Maximum)

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- B.6.** The total number of points for Price is **100**. A maximum of 40 points will be awarded based on the Offeror's Tier 1 fee listed in Table 1. A maximum of 40 points will be awarded based on the Offeror's Tier 2 fee listed in Table 2. A maximum of 20 points will be awarded based on the Offeror's Tier 3 fee listed in Table 3. See Section 2 for instructions related to pricing, including Pricing Tables for Tier 1, Tier 2 and Tier 3 services. The State will determine Price points using the following formula:

Maximum Table 1 Price Points (40) X (Lowest Table 1 Fee/Offeror's Table 1 Fee) = Offeror's Table 1 Price Points

Maximum Table 2 Price Points (40) X (Lowest Table 2 Fee/Offeror's Table 2 Fee) = Offeror's Table 2 Price Points

Maximum Table 3 Price Points (20) X (Lowest Table 3 Fee/Offeror's Table 3 Fee) = Offeror's Table 3 Price Points

Offeror's Table 1 Price Points + Offeror's Table 2 Price Points + Offeror's Table 3 Price Points = Total Price Points

- B.7.** The maximum number of points is 1100. (Responsiveness **1000** + Price **100**).

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C. Project Title / Reference # [Click here to enter text.](#)

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

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

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

Yes No

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

Yes No N/A

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

Yes No N/A

C.4. OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

C.5. FORMS A or FORMS B: Offeror is properly submitting either Forms A or Forms B, but not both.

Yes No

C.6. BOND: If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes No N/A

C.7. SMALL BUSINESS SET-ASIDE: Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes No N/A

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C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

Yes No

- | | | |
|-------|--|---|
| C.8.1 | Offeror's Proposed Solution to Meet the State's Requirements | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.2 | Milestones and Deliverables | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.3 | Offeror/Staff Specifications | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.4 | Transportation and Delivery Terms | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.8.5 | Where Services Are to Be Performed | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.9. PACKET 2 – PRICING

Yes No

C.10. PACKET 3 – OFFER

Yes No

- | | | |
|--------|--|---|
| C.10.1 | Offer | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.10.2 | Exceptions to Solicitation Contract Terms and Conditions | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.3 | Supplemental Provisions | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.4 | Subcontractor Disclosures | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.5 | References | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.11. PACKET 4 – FORMS A

Yes No

- | | | |
|--------|---|--|
| C.11.1 | Business and Directory Information | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.2 | Illinois Department of Human Rights Public Contracts Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.3 | Standard Certifications | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.4 | Disclosure of Business Operations in Iran | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.5 | Financial Disclosures and Conflicts of Interest | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.6 | Taxpayer Identification Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |

C.12. PACKET 4 – FORMS B

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Yes No

C.12.1 Illinois Procurement Gateway Registration # with expiration date Yes No

C.12.2 Certifications Timely to this Solicitation Yes No

C.12.3 Disclosures of Lobbyists and Pending Contracts Yes No

C.13. PACKET 5 – REDACTED OFFER

Yes No

C.14. PACKET 6 – BEP UTILIZATION PLAN

C.14.1 Does this solicitation contain a BEP goal? Yes No

C.14.2 Minorities, Women, Persons with Disabilities Participation and Utilization Plan Yes No N/A

C.15. PACKET 7 – VSB UTILIZATION PLAN

C.15.1 Does this solicitation contain a VSB goal? Yes No

C.15.2 Veteran Small Business Participation and Utilization Plan Yes No N/A

C.16. PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies to Offeror.

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

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

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

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

Environmentally Preferable Supplies (30 ILCS 500/45-26).

Correctional Industries (30 ILCS 500/45-30).

Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).

Gas Mileage (30 ILCS 500/45-40).

Small Businesses (30 ILCS 500/45-45).

Illinois Agricultural Products (30 ILCS 500/45-50).

Corn-Based Plastics (30 ILCS 500/45-55).

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- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation: [Enter text](#)

Signature of Authorized Representative: _____

Printed Name of Signatory: [Enter text](#)

Offeror's Name: [Enter text](#)

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

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D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL: SERS disburses retirement and survivor annuities, lump sum death benefits, disability benefits, employee contribution refunds and optional service purchases as provided in the Illinois Pension Code (40 ILCS 5/14). Social Security benefits may be available to many of the members receiving disability benefits. SERS must pay the difference between SSA disability benefits and SERS disability benefits. If SSA denies benefits, it is advantageous for SERS to support an appeal on behalf of the injured member in all cases. SERS does not have the resources to conduct SSA appeals, and thus, needs to solicit outside assistance. The goal is to reduce disability payments from SERS funds by contracting with a law firm, qualified and adequately staffed, to represent SERS members in SSA disability appeals by assisting the SERS disability recipient through the Social Security disability application process and obtaining a Social Security disability award. The goal is to file Social Security disability claims on at least 80% of the SERS files reviewed.

D.2. SUPPLIES AND/OR SERVICES REQUIRED:

D.2.1. This RFP seeks to obtain attorney representation through the Social Security Administration's Disability Application Process. SERS is seeking a vendor with the following skills and experience:

- D.2.1.1. Attorney representation for SERS nonoccupational and temporary disability recipients through all levels of the SSA disability benefit application process.
- D.2.1.2. Ability to represent members with the SSA disability benefit application process through the level of Administrative Law judge.

D.2.2. While there is an obvious cost savings to SERS, there are also numerous advantages for the disability benefit recipient if a SSA disability benefit award is obtained.

- D.2.2.1. The SSA "freezes" the wages of the disability recipient which will prevent a negative being applied to the employee's SSA retirement annuity.
- D.2.2.2. SERS only offsets the initial monthly SSA disability award. Annual increases to the SSA benefit are not offset.
- D.2.2.3. The member can become eligible for Medicare after two years, increasing their total health insurance coverage.
- D.2.2.4. SERS will pay non-occupational and temporary disability benefits for half the time of state employment. SSA will pay disability benefits until the full SSA retirement age.

D.2.3. The SERS member referral will be the vendor's client. The vendor will assist the SERS referral through the SSA disability application process by:

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- D.2.3.1. Providing assistance in completion of all forms and questionnaires pursuant to the SSA disability process.
- D.2.3.2. Tracking the SSA disability claim by obtaining all information needed pursuant to the SSA disability claim.
- D.2.3.3. Preparing the client for hearings that may be necessary.
- D.2.3.4. Attending any hearings with client.

D.2.4. The vendor shall provide SERS with information regarding the Social Security disability claim status and award/denial information. The Social Security disability claim will be pursued through the Administrative Law Judge Appeal level if needed. Appeals through the process will be filed automatically by the Vendor.

D.2.5. Once the disability case is referred to the vendor, SERS is requiring a tiered payment schedule. The proposal must include a price at each tier:

- D.2.5.1. Approval of SSA disability claim at the initial/reconsideration level.
- D.2.5.2. Approval of SSA disability claim at the pre-hearing/Administrative Law Judge level.
- D.2.5.3. SSA disability claim withdrawn by claimant or claim processing terminated due to claimant's non-cooperation after claim has been filed with the SSA.

Any fees withheld for a successful SSA disability benefit award by the SSA for the claimant's representative will be released by the vendor to the claimant. The only fee paid to the vendor for a SSA disability benefit award will be the contractual fee. The claimant shall not be charged any fees. The vendor shall send a statement of charges to SERS with a copy of the SSA disability benefits award (Social Security Numbers shall be redacted to include only the last 4 digits). No fee shall be paid for a SSA disability benefit denial.

D.2.6. File reviews done at SERS' Springfield Illinois office have historically involved approximately 40 files per month. SERS will electronically transfer files to the vendor on a monthly basis. SERS will not reimburse the vendor for travel expenses. The vendor shall be reimbursed for any medical documentation necessary for file development (this includes information used in awards and denials).

D.2.7. The following computer security controls for the storage and transfer of electronic medical records are mandatory:

- D.2.7.1. All medicals files must be encrypted when not using 256bit encryption. (HIPAA Security Rule 164.312(e)(1))

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- D.2.7.2. Vendor must have standard userid, password policies that require unique userids/passwords and routine changing of passwords. (HIPAA Security Rule 164.312(a)(1); HIPAA Security Rule 164.312(d))
 - D.2.7.2.1. Users
 - D.2.7.2.1.1. No shared users ids
 - D.2.7.2.1.2. 8 character minimum
 - D.2.7.2.1.3. Requires capital letter and number
 - D.2.7.2.1.4. Force change 90 days
 - D.2.7.2.1.5. No reuse of passwords for 12 integrations
 - D.2.7.2.2. System Administrators
 - D.2.7.2.2.1. No shared user ids
 - D.2.7.2.2.2. 15 characters minimum
 - D.2.7.2.2.3. Requires special character, capital letter and number
 - D.2.7.2.2.4. Force change every 45 days
 - D.2.7.2.2.5. No reuse of password for 12 iterations
- D.2.7.3. Must have network firewalls. (HIPAA Security Rule 164.312(e)(1))
- D.2.7.4. All workstations and servers must have virus/spyware protection (HIPAA Security Rule 164.310(c))
- D.2.7.5. Medical records cannot be sent unencrypted via email. (HIPAA Security Rule 164.312(e)(1))
- D.2.7.6. Must report any security breach incidents (regardless of severity or loss of actual data) to the Agency within 4 hours. (HIPAA Security Rule 164.308(a)(6))
- D.2.7.7. Destruction of Data at End of Contract - After transfer of data back to Agency and / or migration of data to a new or replacement system, Vendor agrees to clear the State's data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. The following method shall be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed by providing the following information: (1) the serial number of the computer or other surplus electronic data processing equipment; (2) the name of the overwriting software used; and (3) the name, date, and signature of the person performing the overwriting process. If the method above will not prevent retrieval of the electronically stored information, a method such as burning in a pyrolytic furnace or other incinerator or incendiary device, destroying in a dry pulverizing system, shredding, grinding, milling, knurling, disintegration, or

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degaussing is appropriate and Vendor will be required to certify in writing the method used including the date and time of data destruction. (HIPAA Security Rule 164.310(d)(1))

- D.2.7.8. Security Audit - Vendor must perform an annual security audit, including a vulnerability assessment. Upon request from the Agency, Vendor shall provide the Agency with reports regarding security testing. (HIPAA Security Rule 164.308(a)(8); HIPAA Security Rule 164.312(b))
- D.2.7.9. Vendor must provide security awareness training to staff that have access to records (HIPAA Security Rule 164.308(a)(5))
- D.2.7.10. Vendor must develop adequate disaster recovery, backup and emergency mode operation plans for the recovery and mitigation of harmful effects. (HIPAA Security Rule 164.308(a)(7))
- D.2.7.11. Vendor must ensure adequate facility access controls is limited to authorized personnel. (HIPAA Security Rule 164.310(a)(1))
- D.2.7.12. Vendor must develop adequate security policies and procedures and regularly track and monitor compliance to ensure proper enforcement of policies. (HIPAA Security Rule 164.308(a)(1))
- D.2.7.13. Vendor must assign one individual as the Information Security Officer, with roles and responsibilities defined in writing. (HIPAA Security Rule 164.308(a)(2))
- D.2.7.14. Vendor must establish appropriate access rights policies and procedures to ensure only authorized staff have access to files. (HIPAA Security Rule 164.308(a)(3))

D.2.8. Upon initial referral, SERS will send the member a letter regarding the referral to vendor and explain the need to file for SSA disability benefits. The vendor will send the SERS member a letter indicating:

- D.2.8.1. The vendor's representation through the SSA disability application process.
- D.2.8.2. Potential overpayment with SERS if an award is paid.
- D.2.8.3. Benefits of receiving a SSA disability benefit.

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D.2.8.4. SERS is paying for all costs associated with the representation through the SSA disability benefits application process. (A copy of this letter shall be forwarded to SERS.)

D.2.9. Upon notice of award from the SSA, the vendor will contact the claimant by letter regarding award notification and potential overpayment with SERS due to the retroactive SSA disability benefit award. (A copy of this letter will be sent to SERS).

D.2.10. Upon notice of the award from the SSA, the Vendor shall assist claimant with receiving the retroactive award from the SSA in a timely manner.

D.2.11. Upon notice of the award from SSA, the Vendor shall assist claimant by obtaining and providing an explanation why the retroactive SSA amount has not paid or the amount was reduced.

A toll-free number shall be provided by the vendor for the client's use between the hours of 8:00 a.m and 4:30 p.m. C.S.T. SERS requires attorney representation throughout the SSA disability application process. This representation must be available by the vendor in every state. The Social Security Administration does not require licensed attorneys in their process; however, SERS does require attorney representation. The vendor shall not subcontract any part of this process. The vendor must have an office located in Illinois and the attorney representing the claimant must be licensed to practice law in Illinois or have a pending request with the Attorney Registration and Disciplinary Commission to practice law in Illinois by July 1, 2018. If the vendor has a pending request to practice law in Illinois, the license must be issued by July 1, 2019.

D.3. MILESTONES AND DELIVERABLES: As specified in Section D.2.

D.4. OFFEROR / STAFF SPECIFICATIONS: Qualifications of attorneys and staff. The offeror must show the qualifications (including as appropriate, education, experience and technical ability) necessary to perform this contract.

D.4.1. Professional Qualifications/Personnel. Law degree and in good standing with the Illinois State Bar Association and their state of residence, if not Illinois.

D.4.2. Ability to Perform Services. The law firm shall describe its experience in providing the services described under Section D.2. Supplies and/or Services Required, above, and shall include a description of the following:

D.4.2.1. Names (if authorized) or types of clients which the law firm has provided services relevant to the services requested above;

D.4.2.2. A detailed description of projects representative of the services requested above and the names of personnel responsible for the work product for those projects;

D.4.2.3. Examples of work product and/or analysis;

D.4.2.4. The names of key personnel who will be providing services under this Contract;

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D.4.2.5. A resume or curriculum vitae of each person, or other information which will demonstrate qualifications, education and experience;

D.4.2.6. Outline the candidates experience with attorney representation through the SSA disability benefit application process.

D.4.3. Availability/Technical Approach/Technical Services. The law firm shall identify the number of personnel and the level of expertise of the personnel it intends to assign to the SERS account. The Vendor should identify a typical turnaround time for the various tasks it seeks to perform for SERS as identified under Section D.2 above.

D.4.3.1. A report detailing the success/denial ratio of disability claims your office has represented.

D.4.3.2. A description of your workflow process regarding representation through the SSA disability application process.

D.4.4. References. Offeror shall complete the attached reference form. References should include up to four or more projects similar to this SERS project and up to four or more references regarding representation through the SSA disability benefit process.

D.5. TRANSPORTATION AND DELIVERY TERMS: N/A.

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format:

Written proposals may cover any topic which the offeror deems appropriate; however, each proposal must specifically address the following:

D.6.1. EXECUTIVE SUMMARY: The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

D.6.1.1. Statements that demonstrate that the Vendor understands the services as specified in Section D.2, "Supplies And/Or Services Required" of the RFP.

D.6.1.2. An overview of the Vendor's plans for providing the legal services.

D.6.1.3. A demonstration of the Vendor's knowledge of providing the legal services.

D.6.2. TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR): The Vendor must provide a detailed description of how the Vendor plans to approach each service requirement as expressed by the Agency/Buyer in Section D.2 of the RFP, "Supplies And/Or Services Required." Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any

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deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the Offer and may disqualify the Vendor.

D.6.3. TECHNICAL EXPERIENCE: The Vendor must provide the following information regarding its experience:

- D.6.3.1. Number of years experience with providing types of services specified in Section D.2. of the RFP, "Supplies And/Or Services Required."
- D.6.3.2. Describe the level of technical experience in providing the types of services specified in Section D.2. of the RFP, "Supplies And/Or Services Required."
- D.6.3.3. List all services and other relevant experience similar to those specified in Section D.2. of the RFP, "Supplies And/Or Services Required" that the Vendor has provided to other businesses or governmental entities.

D.6.4. PERSONNEL: The Vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

[Click here to enter text.](#)

D.7. SUBCONTRACTING

D.7.1. Subcontractors are not allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

D.8. WHERE SERVICES ARE TO BE PERFORMED

D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.

D.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

D.8.3. Location where services will be performed: [Click here to enter text.](#)

D.8.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

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Include Part D and related attachments in Packet 1

STATE OF ILLINOIS PRICING

SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

- E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer Non-Responsive and ineligible for award.
- E.1.2. Pricing shall be submitted in the following format: SERS requests that the vendor state their proposed cost structure by providing tiers listed below on a separate fixed fee basis. The fees quoted in this proposal must be in force for the entire five-year contract period.

Table 1	
	Tier 1 Fee
Tier 1: Approval of SSA disability claim at the initial/reconsidered level	Click here to enter text.

Table 2	
	Tier 2 Fee
Tier 2: Approval of SSA disability claim at the prehearing/Administrative Law Judge level	Click here to enter text.

Table 3	
	Tier 3 Fee
Tier 3: SSA disability claim withdrawn by claimant or claim processing terminated due to claimants non-cooperation after claim has been filed with SSA	Click here to enter text.

- E.2. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated.

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- E.3. EXPENSES ALLOWED:** Expenses are not allowed are allowed as follows: There will be no additional reimbursement for travel, communicating costs, computer charges, and other expenses incidental to the contract. The vendor shall be reimbursed for any medical documentation necessary for file development (this includes information used in awards and denials).
- E.4. DISCOUNT:** The State may receive a [Click here to enter text.](#) % discount for payment within [Click here to enter text.](#) days of receipt of correct invoice. This discount will not be a factor in making the award.
- E.5. TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.
- E.6. OFFEROR'S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.
- E.6.1. Offeror's Price for the Initial Term: [Click here to enter text.](#)
- E.6.2. Renewal Compensation: This solicitation does not provide for any renewal options.

Include Section 2 Part E and related attachments in Packet 2

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SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of 5 years commence upon the last dated signature of the Parties and ending on December 31, 2024.

1.1.1. In no event will the total term of this contract, including the initial term, any renewal terms and any extensions, exceed five (5) years.

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

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): This solicitation does not provide for any renewal options.

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

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

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

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

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

1.5. AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some

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

F.2. PAYMENT TERMS AND CONDITIONS:

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

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2.6.2. Vendor shall invoice upon case disposition unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

Send invoices to:

Agency:	State Employees' Retirement System
Attn:	Accounts Payable
Address:	P.O. Box 19255
City, State Zip	Springfield, IL 62794-9255

F.3. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

F.4. SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

F.5. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds

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paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- F.6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- F.7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- F.8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- F.11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal

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STANDARD TERMS AND CONDITIONS

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

- F.12. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- F.16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

STATE OF ILLINOIS

STANDARD TERMS AND CONDITIONS

- 17.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- F.18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- F.19. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.20. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- F.21. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- F.22. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.
- F.23. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- F.24. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- F.25. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

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STANDARD TERMS AND CONDITIONS

F.26. WARRANTIES FOR SUPPLIES AND SERVICES

- 26.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 26.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 26.3.** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

- G. [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 20-589SERS-SERS5-B-8314), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror’s exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as “add,” “replace,” and/or “delete.”
	ADDITIONAL OFFEROR PROVISIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Signed: _____

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

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

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

Agency Definitions

N/A

Required Federal Clauses, Certifications and Assurances

N/A

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

N/A

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

N/A

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

N/A

Agency Specific Terms and Conditions

N/A

Other (describe)

N/A

**STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURE**

- I.1.** Subcontractors are not allowed. Subcontractors are those specifically hired to perform all or part of the work covered by the contract.

STATE OF ILLINOIS REFERENCES

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

J.1. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

J.2. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

J.3. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

J.4. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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