

STATE OF ILLINOIS

REQUEST FOR PROPOSAL

Illinois Criminal Justice Information Authority
InfoNet Rewrite & Improvement Project
IPB Reference Number: CJ0801

The Illinois Criminal Justice Information Authority (“Agency,” “University,” 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:

Created in 1983, the Illinois Criminal Justice Information Authority (ICJIA) is a state agency dedicated to improving the administration of criminal justice. ICJIA brings together key leaders from the justice system and the public to identify critical issues facing the criminal justice system in Illinois, and to propose and evaluate policies, programs, and legislation that address those issues. The agency also works to ensure the criminal justice system in Illinois is efficient and effective. ICJIA’s specific powers and duties are detailed in the Illinois Criminal Justice Information Act [20 ILCS 3930]. The statutory responsibilities of the agency fit into four areas: grants administration; research and analysis; policy and planning; and information systems and technology.

In 2001, ICJIA implemented an Internet-based, statewide data collection and reporting system known as InfoNet. Over 100 local agencies throughout Illinois use InfoNet to enter and report services provided to victims of domestic and sexual violence. InfoNet is also used by state funding agencies to compile statewide and local data to satisfy funding requirements and inform grant monitoring, policy and planning.

ICJIA seeks a vendor that can accomplish the three objectives listed below in priority order. Services required for all three objectives must be performed collaboratively with ICJIA staff. Once objectives are met, selected vendor must provide at least six months of follow up technical assistance on an as needed basis, so the new application and improvements can be independently supported by ICJIA staff.

Objective 1: Rewrite InfoNet’s application by replacing all system components written in .NET 1.1 (system components described in more detail in Section 1, Part D.2.) to those written in .NET 4.5 (or other version or equivalent product if recommended).

Objective 2: Create a new reporting utility for InfoNet that offers users greater flexibility and more options for extracting data.

Objective 3: Create a repeatable data archiving mechanism that safely removes older records from production and archives them to a separate, secure entity. ICJIA must be able to execute this mechanism annually.

The resulting contract with the awarded Offeror shall have an initial term of 18 months with no renewal options. In no event will the total term of the contract and any extensions exceed ten (10) years.

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.

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.

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.

**STATE OF ILLINOIS
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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 #

<http://www.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.15.2.docx>

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Financial Disclosures and Conflicts of Interest.....7.
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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.

<http://www.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.15.2.docx>

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BEP UTILIZATION PLAN

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

Letter of Intent:

<http://www.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf>

Utilization Plan:

<http://www.illinois.gov/cpo/general/Documents/BEP%20Utilization%20Plan%20v.14.1.pdf>

VSB UTILIZATION PLAN

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

Letter of Intent:

<http://www.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf>

Utilization Plan:

<http://www.illinois.gov/cpo/general/Documents/Veteran%20Small%20Business%20Utilization%20Plan%20v.14.1.pdf>

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

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

Solicitation Contact: John Klaer	Phone: 312-793-8550
Agency/University: Illinois Criminal Justice Information Authority	Fax: 312-793-8422
Street Address: 300 W. Adams St., Suite 200	TDD: 312-793-4170
City, State Zip: Chicago, IL 60606	
Email: john.klaer@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.

- A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY 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 April 6, 2016. Questions received and Agency/University responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

A.5. REQUIRED MEETINGS

Offeror Conference/Site Visit: Yes No

Mandatory Attendance: Yes No N/A

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

Date: N/A

Time: N/A

Location: N/A

A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date & Time

Date: May 9, 2016

Time: 4:00 p.m. local

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

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

Agency/University: Illinois Criminal Justice Information Authority	“Sealed Offer – Do Not Open”
Attn: John Klaer	Project Title & Reference #: InfoNet Rewrite & Improvement Project; Reference # CJ0801
Address: 300 W. Adams St., Suite 200	Due Date & Time: May 9, 2016, 4:00 p.m. local
City, State Zip: Chicago, IL 60606	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

A.7. ORGANIZATION REQUIRED: Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully.

A.7.1. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.

A.7.2. Packet 2 shall contain Offeror’s Pricing provided in Section 2, Part E.

A.7.3. 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.7.3.1. Exceptions must be provided on Agency’s/University’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/University specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror’s position or, for example, an Offeror’s licensing agreement.

A.7.3.2. The Agency/University may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.7.4. 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.7.5. Packet 5 shall contain a redacted copy of the Offer.

A.7.5.1. 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.7.6. Packet 6 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in instruction A.22.

A.7.7. 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.8. 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 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 (See Section 1, Part D.9. for more detailed instructions.)	1	6	1

PRICING – PACKET 2	1	1	1
SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	1	1	1
FORMS A or FORMS B – PACKET 4	1	1	1
REDACTED OFFER – PACKET 5	1	1	1
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6	0	0	0
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7	0	0	0

- A.9. SECURITY:** Performance Bond: \$ N/A 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.10. SMALL BUSINESS SET-ASIDE:** Yes No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due 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://ipg.vendorreg.com/FrontEnd/ VendorSearchRegistry.asp?TN=ipg&XID=7599>).
- A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.12. 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.13. 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.14. 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). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1, 4, 6 and 8) are applicable to this solicitation and

may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).

- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis 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.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting 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.17. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive 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.

Although price points will be evaluated based on the total price for all three objectives combined as described in Section 1, Part B.5., prices for each objective must be itemized as instructed in Section 2, Part

E.1.2. Following the evaluation process, the Agency may award a contract for completion of all three objectives, Objective 1 plus one additional objective (Objective 2 or Objective 3), or solely Objective 1 after considering additional costs for Objectives 2 and 3.

A.18. REFERENCES: Yes No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency/University, who can attest to Offeror’s experience and ability to perform the contract 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: References must be from established private firms or government agencies, other than the procuring agency, that can attest to Offeror’s experience and ability to perform the contract subject of this solicitation. Name, contact information and a description of the supplies or services rendered must be provided. It is strongly recommended the Offerer provide two points of contact for each reference. If contacts are distinguished as primary and secondary, the Agency will attempt to contact the primary first. It is the Offeror’s responsibility to provide references that can be verified by the Agency. This is restated in Section 1, Part D.9.5.5, which outlines order and format for how proposals must be submitted.

Number of Each Reference Type: Provide three (3) references total.

A.19. 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/University	Illinois Criminal Justice Information Authority
Attn:	John Klaer
Address:	300 W. Adams St., Suite 200
City, State Zip:	Chicago, IL 60606

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

A.20. PROTEST REVIEW OFFICE: Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550, 4.5550, 6.420, and 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office’s information is as follows:

Chief Procurement Office
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Phone: (217) 720-7267
Facsimile: (217) 558-1399
Illinois Relay: (800) 526-0844

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

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

A.21.1. RESPONSIVENESS: A Responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

A.21.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

A.21.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.

A.21.1.3. 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

A.21.1.4. 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 duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an Offer. 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.21.1.5. 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.21.1.6. 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.21.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

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

A.21.2.1. A “prohibited bidder” includes 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.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or 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.21.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

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

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

A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities 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 Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University BEP Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal? Yes No

If yes, then the BEP goal is: N/A

BEP Liaison: N/A

Phone Number: N/A

Email Address: N/A

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 Offer closing date. Go to (<http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Criminal Justice Information Authority
InfoNet Rewrite & Improvement Project
IPB Reference Number: CJ0801

A.23. 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 Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University Veteran Small Business Liaison prior to submission of proposals.

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

If yes, then the Veteran Small Business goal is: N/A

Veteran Small Business Liaison: N/A

Phone Number: N/A

Email Address: N/A

Offerors who submit Offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by Federal law or regulation. 30 ILCS 575(4)(e). Businesses included 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 the Offer closing date. Go to (<http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification.

-END OF INSTRUCTIONS-

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.

STATE OF ILLINOIS

SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
- B.3.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.4.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for Responsiveness is 150.

B.4.2. RESPONSIVENESS ELEMENTS AND OVERALL SELECTION PROCESS

The chart following in Section 1, Part B.7. displays Responsiveness Elements ICJIA's review panel will evaluate and their relative weights in points. Total number of points for the Technical Proposal is 100, and the Demonstration/Interview is 50, for a total possible Responsiveness score of 150.

Vendors will first be evaluated and scored on the responsiveness of their Technical Proposals. ICJIA shall then select the four (4) most responsive firms with the highest points after Technical Proposals are evaluated. Only these highest scoring vendors will be required to participate in Demonstrations/Interviews.

Demonstration/Interviews must be in-person at the Agency's downtown Chicago office. Demonstrations/Interviews must minimally include two vendor personnel, one of which must be the proposed Project Manager described in Section 1, Part D.4. (Offerer / Staff Specifications). Vendors selected for Demonstrations/Interviews must provide a demonstration of their technical proposals to ICJIA's review panel. Vendor staff should provide an overview of their proposal and explain how their recommended strategies will successfully complete the services described in this RFP. Members of ICJIA's review panel will ask standardized questions for each vendor completing Demonstrations/Interviews. Agency review panel members will then evaluate and score each vendor up to 50 additional points for a maximum Responsiveness score of 150.

The Agency will then evaluate the four firms for price as described in Section 1, Part B.5.

- B.5.** The total number of points for Price is 50. The State will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Total Price Points}$$

STATE OF ILLINOIS SELECTION OF VENDOR

Although prices for each of the three objectives described in Section 1, Part D must be itemized as instructed in Section 2, Part E.1.2., Price points will be evaluated based on the total price for all three (3) objectives combined.

Following the evaluation process, the Agency may award a contract for completion of all three objectives, Objective 1 plus one additional objective (Objective 2 or Objective 3), or solely Objective 1 after considering additional costs for Objectives 2 and 3.

B.6. The maximum number of points is 200 (Responsiveness 150 + Price 50).

B.7. Table of all selection elements (Responsiveness and Price) and relative weights in points

Selection Elements	Maximum Weight
Personnel experience, knowledge and skills (Section 1, Parts D.4 and D.9.5.4):	35
Technical approach for completing requested services (Section 1, Parts D.2, D.3 and D.9.5.2):	30
Qualifications of organization (Section 1, Parts D.4 and D.9.5.3):	20
References (Section 1, Parts A.18 and D.9.5.5):	15
Maximum Technical Proposal Points:	100
Demonstration/Interview (Section 1, Part B.4.2)	50
Maximum Responsiveness Points:	150
Price Points (Section 1, Part B.5 and Section 2, Part E)	50
Maximum Total Points:	200

STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

C. Project Title / Reference # InfoNet Rewrite & Improvement Project / Reference # CJ0801

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

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

Yes No

- C.8.1 Offeror’s Proposed Solution to Meet the State’s Requirements Yes No
- C.8.2 Milestones and Deliverables Yes No
- C.8.3 Offeror/Staff Specifications Yes No
- C.8.4 Transportation and Delivery Terms Yes No N/A
- C.8.5 Where Services Are to Be Performed Yes No N/A

C.9. PACKET 2 – PRICING

Yes No

C.10. PACKET 3 – OFFER

Yes No

- C.10.1 Offer Yes No
- C.10.2 Exceptions to Solicitation Contract Terms and Conditions Yes No N/A
- C.10.3 Supplemental Provisions Yes No N/A
- C.10.4 Subcontractor Disclosures Yes No N/A
- C.10.5 References Yes No N/A

C.11. PACKET 4 – FORMS A

Yes No

- C.11.1 Business and Directory Information Yes No
- C.11.2 Illinois Department of Human Rights Public Contracts Number Yes No
- C.11.3 Standard Certifications Yes No
- C.11.4 Disclosure of Business Operations in Iran Yes No
- C.11.5 Financial Disclosures and Conflicts of Interest Yes No
- C.11.6 Taxpayer Identification Number Yes No

C.12. PACKET 4 – FORMS B

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, Females, 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/University reserves the right to determine whether the preference indicated applies to Offeror.

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Females, 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:

STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL: Continue to provide effective data collection and reporting services for InfoNet users, enhance InfoNet's functional and fiscal operational efficiencies, and improve ICJIA's ability to independently implement system upgrades. ICJIA intends to meet this goal by selecting a vendor to rewrite InfoNet's application code from its current Microsoft .NET version 1.1 to version 4.5 (or other version or equivalent product if recommended), including a new reporting utility and a repeatable data archiving mechanism (see Objectives 1, 2 and 3 described in Section 1, Part D.2.)

D.2. SUPPLIES AND/OR SERVICES REQUIRED:

Background on the InfoNet System: In 2001, ICJIA implemented an Internet-based, statewide data collection and reporting system known as InfoNet. Exactly 113 local service providers use InfoNet to enter and report services provided to victims of domestic and sexual violence. In addition, InfoNet is used by four statewide organizations that provide funding to local service providers for victim services. InfoNet is used by both local and statewide organizations to satisfy funding requirements and inform strategic planning.

InfoNet is comprised of a central database maintained at ICJIA. Users remotely enter and extract data via a secure Internet connection. InfoNet is one database with three interface designs for each of the three user agency types: domestic violence programs, sexual assault programs, and child advocacy centers. Although many data fields are shared by more than one agency type, each interface is tailored to each group's unique data collection and reporting needs.

In addition to the web data entry pages and reporting utilities, the InfoNet application utilizes batch report and data migration services. The batch report service allows funding agency or statewide users to extract summary data reports from grantees as individual programs or aggregated to yield statewide or regional data. The data migration service is only used by three (3) of the 113 local service providers, and automatically migrates compatible records from locally maintained databases into InfoNet. This prevents users from needing to enter data into two different systems.

InfoNet is a multi-server application and located on the premises of ICJIA. It consists of a virtual private network (VPN) appliance, Symantec Endpoint Protection Management server, web server (64-bit), application server (64-bit, contains batch report and data migration services), Structured Query Language (SQL) or database server (64-bit), two testing servers (one 64 and one 32-bit), active directory server and a server for performing data backups. The VPN, web, database, one testing, batch report, and the data backup servers all have either Windows 2008 or 2008 R2 operating systems. The remaining servers are using Windows 2003 and 2000. Additionally, the web server is running Microsoft Internet Information Server (IIS) 7.0. The SQL/database server is running Microsoft SQL Server 2008 R2.

ICJIA purchases Netilla Virtual Private Network software from NorthBridge Secure Systems to encrypt data, control individual access and allow access from only approved devices. Security changes are not part of the services required in this solicitation; this information is provided solely to inform potential vendors about InfoNet's current specifications. While it is not expected that security requirements will change, ICJIA is open to suggestions about meeting these requirements more efficiently in accordance with newer technologies implemented during completion of the services required.

Since its inception, ICJIA staff have continued to support and update InfoNet capabilities. The application provides a set of web based reporting tools that are used for complying with state and federal grant reporting requirements, programmatic tasks such as case management and staff supervision, and statistical analysis. Users

and funding agencies extract data into an html report, with some reports having the capability of converting to comma separated value (CSV) files.

InfoNet was originally written in ASP 3.0, but all components have been upgraded to ASP.Net 1.1 and Visual Basic.Net 1.1. ADO.NET is the data access layer.

InfoNet uses session state for tracking user session activity. Page response times should be equal to or better compared to current response times. Page response times vary from less than one to 5 seconds depending on the quality of users' Internet connections.

For task management, the InfoNet developer is using Visual Studio 2003 and Source Safe 2005. ICJIA has a subscription to Microsoft Developer Network (MSDN), so vendor staff may set up this environment if they desire.

Vendor applicants may go to <http://163.191.125.147/Default.aspx> to gain hands on experience with InfoNet's current application. These are demonstration sites only and contain all dummy data. Vendors may add, edit or delete records as they wish and generate data reports to better understand the application's current functions. Logon credentials for each of the three interfaces are specified below and are not case sensitive. These demonstration sites can only be accessed using Internet Explorer 11 with the browser's Compatibility View feature enabled.

Domestic Violence Programs: User Name and Password = **DVDEMO**

Sexual Assault Programs: User Name and Password = **SADEMO**

Child Advocacy Centers: User Name and Password = **CACDEMO**

Additionally, the following list of attachments contain the following information about the InfoNet Application:

Attachment 1: System documentation for InfoNet's web application

Attachment 2: System documentation for InfoNet's batch reporting utility

Attachment 3: System documentation for InfoNet's data migration service

Attachment 4: InfoNet database table structure

Attachment 5: List of tables and number of records in each table

Attachment 6: InfoNet Web Page List (list of pages and code format)

Attachment 7a: Data entry screens for domestic violence programs

Attachment 7b: Data entry screens for sexual assault programs

Attachment 7c: Data entry screens for child advocacy centers

Attachment 8a: Reports and interface screens for domestic violence programs

Attachment 8b: Reports and interface screens for sexual assault programs

Attachment 8c: Reports and interface screens for child advocacy centers

Attachment 9: InfoNet's Administrative Utility for Funding Agencies

Services Required:

Objective One (1): Rewrite InfoNet's application code

ICJIA requires a vendor to lead the project of rewriting InfoNet's application code from its ASP.Net 1.1/Visual Basic.Net 1.1 to ASP.Net 4.5/C sharp (#) (or other versions/equivalent products if recommended), while remaining a web-based system and maintaining all current functions. The vendor should recommend best strategies for rewriting InfoNet to maintain all current system functions while also allowing for future upgrades and growth. Because InfoNet's code base is so outdated, the application must be completely rewritten. Automated conversion programs would leave InfoNet's architecture needing to be painstakingly reworked and rigorously tested, a process that would be tantamount to rewriting the code from scratch. The current antiquated application version hampers performance, causes inefficiencies, and brings unnecessary complexity and instability to the application's architecture. ICJIA also recognizes the immense savings in staff time spent providing technical assistance and development that would result if the application were more at pace with current technologies. The entire application must be replaced with more recent ASP.Net or equivalent components. The vendor will be expected to recommend best software development methodologies for the rewrite and migrate the new application to the server environment. This includes the data entry and reporting functions as well as the application's batch report and data migration services. Rewriting the application using ASP.Net 4.5 (or other version/equivalent product if recommended) and C# (or equivalent) is the most critical service needed for improving InfoNet's fiscal and functional efficiencies, and making InfoNet a more useful, cost-saving option for potential funding agencies that would share InfoNet's operational costs with ICJIA in the future.

Use of third party software or products may be considered by ICJIA if vendors recommend them as part of the application solution, but such a decision must be justified as ICJIA needs to support the system independently in the long term.

To ensure InfoNet is sustainable and gains capacity for growth, vendor must ensure the rewritten code renders InfoNet html5 compliant, compatible with tablets, and the most current and next previous versions of Internet browsers Internet Explorer (version 11 only), Edge, Safari, Chrome and Firefox. Currently InfoNet is only compatible with Internet Explorer 11. The rewritten application must be also compliant with the [Illinois Information Technology Accessibility Act \(IITAA\)](#).

The selected vendor will be responsible for the overall quality of the system architecture, design, development, testing, deployment and system documentation of InfoNet's application solution. ICJIA's InfoNet lead developer and business manager will work with selected vendor to achieve this goal. Because InfoNet has an existing structure and functionalities, many requirements such as table structure, interface design, etc., may remain similar. However, because technologies have evolved so significantly, it is expected that changes may be necessary to accommodate the rewritten application. The vendor will be expected to identify and justify these changes and recommend best strategies/solutions for InfoNet's architecture.

ICJIA does not have unit test scripts, but staff will provide the vendor with a set of reports and static data from which to perform specific tests. ICJIA will also consider suggestions from selected vendor regarding other testing methods and/or software that would improve the testing process. Additionally, test cases do not exist, but ICJIA staff will work with the vendor to create test cases as rewritten components are ready to be tested.

Objective 2: Develop a new reporting utility that provides users more flexibility and options for extracting data.

ICJIA seeks a vendor to lead the task of developing a new reporting utility that meets the following requirements.

InfoNet's reporting tools display a variety of summary and record level data. Users extract the data into html reports that display record level or aggregated data. Those displaying aggregate data have a CSV file conversion

option available. Although InfoNet's reporting tools satisfy most major funding agencies' reporting requirements, there are several limitations with extracting data according to local funders' requirements or for user agencies' internal purposes, including:

- 1) Some data elements are entered into the database, but no means of extracting them exists with current tools. These "unextractable" data elements comprise about 10 percent of all data entered into InfoNet.
- 2) Users can only extract those reports displaying aggregate data (standard or canned reports) into a CSV file format. Reports that display record level data (management and exception reports) do not have this option.
- 3) Users have limited data filters and for those available, there is no choice of using and/or functions when applying multiple filters. For example, if a user wants to obtain the number of clients who are unemployed AND have children, there are no tools to extract this data subset.
- 4) Most reports can only extract data by service date, or a date in which a service was provided. Although other date fields are entered into InfoNet such as client first contact date, date an incident was reported to police, or date a client visited a medical facility, users cannot extract records according to these non-service dates.
- 5) Reports are limited to one time period. If a user wants to compare annual data over a five year period, they must run five reports (one for each year) instead of one, even when only one or two numbers from each report is needed.
- 6) Users are limited to predefined report formats that often display more data than needed for the task at hand. For example, if a user only wants to know the number of clients served by age group, they must generate a client information report that includes all demographic and other intake data.

An enhanced reporting utility is needed to improve users' capacity to comply with requirements of various funders and inform policy and planning decisions. Further, ICJIA staff time spent compiling custom reports for users will decrease as users can more independently meet their needs. Enhanced reporting functions would also render InfoNet a more attractive, cost-saving option for potential future funding agency users that could share future operational costs of the system with ICJIA.

The enhanced reporting utility must provide increased flexibility for extracting data while maintaining an intuitive, user-friendly interface. It should offer users a wider selection of data fields to display according to user-specified criteria and groupings. The enhanced reporting utility should allow users to create their own data reports that display any data needed, and only data needed for the intended purpose. The enhanced reporting utility must minimally:

- 1) Ensure all data elements entered can be extracted in at least one report.
- 2) Include the CSV file conversion function for all reports.
- 3) Increase availability of data filters including a user-specified and/or function when multiple filters are used simultaneously.
- 4) Have capacity to extract data not only by service date, but also by other dates, i.e. client's first contact date, date reported an offense to the police, court dates.
- 5) Display aggregate data for multiple time periods in one report.
- 6) Provide more user options for deciding which data fields are displayed in one report.

Objective 3: Develop a repeatable data archiving mechanism to remove older records from production.

ICJIA seeks a vendor who can lead the task of developing and implementing a repeatable function to archive older records annually or on an as needed basis to a separate repository from production data.

InfoNet contains 19 years of data, totaling nearly one million client records and over 15 million service contacts. Users have access to all their own records since the system's implementation, yet only the last seven years are needed. This excess of unnecessary information increases wait times for generating reports, as well as data

inconsistencies and entry errors. A mechanism that allows ICJIA staff to archive older records as needed and/or annually would improve data quality and system performance.

InfoNet has a complex table structure, and therefore needs the data archiving solution to safely remove older records from production while preserving more recent records, even though they may be linked to older ones. Users would then only have live access to the last seven years of records, yet still be able to access older data as needed via some other means, such as a separate login or requests to ICJIA.

Once all objectives included in final contract are complete, the selected vendor must provide follow up technical assistance to ICJIA on an as needed basis for at least six months. Technical assistance includes responding to questions and requests for advice or assistance from ICJIA staff regarding the support and operation of the new application and functions. This assistance is necessary to ensure ICJIA staff can independently and properly maintain all new application components after the vendor's completion of services. The vendor must provide such assistance during ICJIA's regular business hours, Monday through Friday between 8:30 a.m. and 5:00 p.m. Vendor must respond to ICJIA requests for assistance within two business days and provide assistance according to ICJIA's satisfaction. Vendor may provide such assistance remotely.

D.3. MILESTONES AND DELIVERABLES:

Vendors must include all milestones/deliverables in the chart below with estimated number of hours, personnel responsible and expected completion dates in a timeline as part of the proposal. The expected completion dates may include actual dates based on a tentative, anticipated start date or a specific duration, i.e. 30 days from contract execution. ICJIA has determined mandatory completion dates for Milestones 2, 6 and 17 in accordance with federal funding timelines. This milestone/deliverable plan will be considered when evaluating vendors' Technical Approach described in Section 2, Part D.9.5.2. Vendors may break down milestones/deliverables into smaller tasks within the proposed timeline, so long as ICJIA can identify which tasks are associated with each milestone/deliverable. Vendors may also change the order of milestones from that shown in the chart to complete required services more efficiently.

All milestones/deliverables must be reviewed and approved by ICJIA to be considered complete.

Definitions for terms included in Milestones/Deliverables Chart:

Work plan: Work plans may be similar to the timeline submitted as part of the vendor's proposal, but they should be finalized based on additional information gathered from discussions with ICJIA staff and review of InfoNet's current state by the vendor post-contract award. Work plans should include action steps necessary to complete each of the milestones, including resources and strategies proposed to carry out these steps and a schedule of expected completion dates.

System documentation: The primary purpose of system documentation is to describe system functions sufficiently so that the InfoNet developer (see InfoNet developer's experience, knowledge and skills described in Section 2, Part D.4. Offeror / Staff Specifications), or any developer with the same knowledge and skill set, can review the document and understand how to properly support and update the application. Because InfoNet is supported with federal funds, the application's source code and accompanying documentation will be available at no cost to governments in other states seeking to implement a similar system in their own state. Hence, system documentation must be written so that all system functions can be replicated or modeled by another state developing their own system similar to InfoNet. All system documentation completed during this project will remain the property of ICJIA. System documentation should include the components listed below, but may be presented or organized differently according to vendor's suggestions and pending ICJIA approval.

- 1) Requirements: Summary of system functions.
- 2) Architecture/design: Overview of architecture design and how requirements are satisfied; includes relations to environment, entity relationship (E/R) diagrams, and construction principles to be used in the design. Include documentation of code, algorithms, interfaces, and application programming interfaces (APIs).

- 3) Detail design of applications and database: Describe database elements including tables, columns, data types, and constraints. Include detailed documentation of code for specific functions.
- 4) Implementation and testing.
- 5) Operation and maintenance.

Milestone/Deliverable	Expected Completion Date
1) Work with ICJIA staff to determine what, if any, changes to InfoNet's data table structure will be necessary to successfully accomplish Objective 1.	To be determined by vendor
2) Finalize work plan and obtain ICJIA staff approval for upgrading InfoNet application to ASP.Net 4.5 (or later version or equivalent if recommended).	One month from contract execution
3) Complete application rewrite for InfoNet's data entry pages, reporting utilities, and supplemental services to higher ASP.Net version or equivalent.	To be determined by vendor
4) Complete full testing of system upgrades and make any necessary revisions.	To be determined by vendor
5) After successful testing and obtaining ICJIA staff approval for final upgrades, post all upgraded functions to production.	To be determined by vendor
6) Complete system documentation and obtain ICJIA staff approval for InfoNet application upgrade.	One year from contract execution
7) Finalize work plan and obtain ICJIA staff approval for developing InfoNet's enhanced reporting utility.	To be determined by vendor
8) Complete enhanced reporting utility that allows users to complete the six functions outlined in Objective Two (2).	To be determined by vendor
9) Complete full testing of enhanced reporting utility and make any necessary revisions.	To be determined by vendor
10) After successful testing and obtaining ICJIA staff approval for enhanced reporting utility, post enhanced reporting utility to production.	To be determined by vendor
11) Complete system documentation and obtain ICJIA staff approval for InfoNet's enhanced reporting utility.	To be determined by vendor
12) Finalize work plan and obtain ICJIA staff approval for developing InfoNet data archiving mechanism.	To be determined by vendor
13) Complete data archiving mechanism that can be used repeatedly as needed, and that safely and securely transfers InfoNet's older records to a separate storage facility, thereby leaving only recent records for users' immediate access.	To be determined by vendor
14) Complete full testing of data archiving mechanism and make any necessary revisions.	To be determined by vendor
15) After successful testing and obtaining ICJIA staff approval for data archiving mechanism, post data archiving mechanism to production.	To be determined by vendor
16) Complete system documentation and obtain ICJIA staff approval for data archiving mechanism.	To be determined by vendor

17) Provide follow up technical assistance to ICJIA staff as needed for at least six months to ensure ICJIA can support and operate the new application properly and independently.	18 months from contract execution.
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D.4. OFFEROR / STAFF SPECIFICATIONS:

Vendor requirements:

- The vendor must designate one staff person as the Project Manager. The Project Manager will be expected to serve as the liaison to ICJIA regarding progress of services required. This includes participating in project status meetings with ICJIA staff at least twice a month during the first 12 months of the contract period. These meetings can be in-person, web-based or by phone. The Project Manager must have at least three years of project management experience and possess strong written and verbal communication skills, including the ability to clearly convey project progress to non-technical staff. Resumes for Project Manager and any other key project personnel must be included in the proposal. Vendor must specify which staff person to be designated Project Manager. The Project Manager role may or may not be dually served by one of the additional positions described below, but must be actively involved and accessible to ICJIA staff during the course of the project. The Project Manager can decide how to best document project progress so long as such documentation can be easily understood and accessed by ICJIA staff.
- The vendor must designate one staff person as the Software Architect. This person will be responsible for the overall design of InfoNet’s rewritten application. This person will recommend how InfoNet’s existing table structure needs to and/or should change to improve performance and efficiently accommodate new technology. The Software Architect will recommend architecture changes for optimum performance and opportunity for InfoNet’s continued growth.
- The vendor must also designate one staff person as a Business Analyst. Although ICJIA’s InfoNet manager serves as the application’s business logic manager, this project will benefit from the consult of a business analyst with experience developing requirements for other applications.
- The vendor must designate developer staff. The number of developers should be determined by the vendor and based on what would be necessary to complete this project within one year.
- The vendor must include a description of any past projects completed by the organization of similar scope and/or size, regardless of whether or not proposed personnel for this project were involved. Vendor must also include information regarding length of time in business, financial solvency, infrastructure and past grants or projects secured that demonstrate vendor’s ability to complete project within the required timeframe.

Mandatory personnel requirements:

InfoNet maintains records about victims of domestic and sexual violence. Any proposed personnel needing access to record level data to provide any services described in Section 1, Parts D.2 or D.3 must undergo a criminal background check prior to awarding a contract.

In addition to that described above, vendor must provide personnel that meet the mandatory requirements listed below. All proposed personnel must meet the Education mandatory requirement.

The remaining mandatory requirements may be met by a combination of proposed project personnel, but individual requirements cannot be met by combining more than one individual with lesser amounts of experience than that listed below. For example, one staff person with three years of web application development experience and another staff person with two years of the same experience will NOT meet the requirement of five years' experience. At least one project staff person must possess the full five years experience required. Proposals from vendors that fail to meet the mandatory qualifications will not be considered.

Education:

- Minimally a four-year degree from an accredited university or equivalent experience in Computer Science or related field.

Experience and skills required:

- Project manager must have three years of project management experience.
- Five years' experience designing and defining solution architecture with the Microsoft .Net platform.
- Five years' experience with multi-tier system development.
- Five years' experience with Microsoft development products, including Visual Studio using C# and ASP.Net 3.5 and/or 4.x frameworks.
- Five years of web application development using ASP.Net Model View Controller (MVC), Entity Framework, Windows Communication Foundation (WCF), and ASP.Net Web Forms.
- Five years' experience with Language Integrated Query (LINQ), JavaScript frameworks (AngularJS, JQuery), Ajax, Hypertext Markup Language (HTML), Cascading Style Sheets (CSS), and Extensible Markup Language (XML).
- Five years' experience designing and maintaining Microsoft SQL Server 2008/2012 or higher databases, including developing stored procedures and functions, performance, SQL Reporting Services (SSRS) and SQL Integration Services (SSIS).

Desirable personnel requirements:

Experience and skills desired:

- Project Manager with Project Management Professional (PMP) certification.
- Three years' experience in full life cycle development.
- Three years' experience with Internet Information Services (IIS) 6.x/7.x or higher.
- Three years' experience with configuration management and performance tuning on Windows Server 2008/2008 R2 or higher.
- Three years' experience with Web services, and Enterprise application integration (EAI).
- Three years' experience with Microsoft Team Foundation Server.
- Experience with government or nonprofit service information systems.

D.5. TRANSPORTATION AND DELIVERY TERMS: Vendor will be responsible for all transportation, travel and lodging costs. All projects completed must be delivered either in person, or electronically or by mail so long as the product contains no data on an individual person, and ICJIA can use the product as required.

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:

Refer to Section 1, Part D.9.5.2. TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED)

D.7. SUBCONTRACTING

- D.7.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I. Subcontractors and their personnel will be subject to all the same requirements as those of the selected vendor.
- D.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.
- D.7.3. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

D.8. WHERE SERVICES ARE TO BE PERFORMED

- D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.
- D.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.
- D.8.3. Location where services will be performed: Work may be performed at ICJIA's Chicago office or offices of the selected vendor so long as all project milestones/deliverables can be completed successfully and the Agency can effectively work with vendor staff as necessary. **ICJIA can accommodate workspace and computers at its downtown Chicago office for up to four (4) vendor personnel if vendor chooses to utilize these resources.** Once a contract with the selected vendor is established, ICJIA will convene a one-day in-person project launch meeting with the vendor at ICJIA's Chicago office. **Vendor will be required to attend this one-day meeting in-person**, where ICJIA staff will review InfoNet's table structure, interface design, technical and business requirements, stakeholder information sharing needs with consideration to the Global Standards Package (GSP), supply the source code and grant access rights vendor staff will need to complete the project. **Vendor must absorb any travel and lodging costs necessary to attend this meeting if not based in the Chicago area.**

If vendor proposes any services be performed outside the United States (offshore), such services must be limited to technical specifications, technical coding and unit testing. All other services under this contract must be performed in the United States. Additionally, ICJIA must be able to correspond with personnel as needed during regular Central Time business hours. Finally, any offshore work must not compromise the quality or timeliness of completion of this project's milestones and deliverables described in Section 1, Part D.3

D.8.4. Percentage of contract of services performed at this location: Only the initial meeting described above in Section 1, Part D.8.3. is required to take place at ICJIA's Chicago office. As stated in the previous section, ICJIA can accommodate space and resources for up to four (4) vendor staff at its Chicago office location throughout the project if the vendor chooses this option.

D.8.5. Selected vendor must demonstrate data backup and disaster recovery procedures are in place to protect work resulting from any services described in Section 1, Part D.

D.9. RESPONSIVENESS: For this solicitation, vendor should respond to each of the points outlined below for completing Packet 1 as stated in Section 1, Part A.8. Vendor must include **an original (both hard copy and electronic) plus six (6) hard copies of materials listed in Section 1, Part D.9.4. below as part of Packet 1.**

The proposal shall be submitted in the following order:

D.9.1. **TRANSMITTAL LETTER:** An individual authorized to legally bind the vendor must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the vendor designates another person in writing. The letter must include vendor's mailing address, e-mail address, fax number and telephone number.

D.9.2. **TABLE OF CONTENTS:** The vendor must include a table of contents in its Offer.

D.9.3. **Offer to State of Illinois:** See Section 1, Part C.

D.9.4. **Responsiveness**

D.9.5.1. EXECUTIVE SUMMARY: The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

- Statements that demonstrate the vendor understands the services as specified in Section 1, Part D of the RFP, "Specifications/Qualifications/Statement of Work."
- A summary of the vendor's planned approach for completing the services described in Section 1, Part D of the RFP, "Specifications/Qualifications/Statement of Work."
- An overview of the vendor's qualifications and experience regarding the design and development of Internet based case tracking systems.
- The Vendor must complete the Table of Mandatory and Desirable Vendor Staff Requirements following this section, which contains those requirements referenced in Section 1, Part D.4.

D.9.5.2. TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR): The vendor must describe proposed strategies for completing the services required described in Section 1, Part D.2. Vendor must also describe recommended methods for accomplishing ICJIA's project goal (Section 1, Part D.1.) and each milestone/deliverable described in Section 1, Part D.3.

The vendor must provide a timeline with estimated numbers of hours, staff person(s) devoted to each task and expected completion dates. The expected completion dates must include actual dates based on a tentative, anticipated start date or a specific duration, i.e. 30 days from contract execution. This timeline must incorporate tasks to accomplish all milestones/deliverables included in the chart in Section 1, Part D.3. Vendors may break down milestones/deliverables into smaller tasks, so long as ICJIA can identify which tasks are associated with each milestone/deliverable.

ICJIA entered mandatory completion dates for milestones 2, 6 and 17 as these are associated with federal funding timelines.

Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements or requirements the vendor cannot satisfy. If there are risk factors associated with proposed strategies, describe them and any recommendations to minimize risks.

D.9.5.3. VENDOR TECHNICAL EXPERIENCE: The vendor must provide the following information regarding its experience as an organization. Such experience does not need to include past projects involving personnel proposed for this project.

- Number of years experience with providing types of services specified in Section 1, Part D of the RFP, "Specifications/Qualifications/Statement of Work."
- Describe the level of technical experience in providing the types of services specified in Section 1, Part D of the RFP, "Specifications/Qualifications/Statement of Work."
- List all services and other relevant experience to that specified in Section 1, Part D of the RFP, "Specifications/Qualifications/Statement of Work" provided to other businesses or governmental entities.
- Describe length of time in business, financial solvency, infrastructure and any other information that demonstrates vendor's ability to carry out this project within the required timeframe. Describe vendor's ability to complete the project successfully with consideration to the payment schedule outlined in Section 3, Part F.2.6.2.

D.9.5.4. PERSONNEL:

- Vendor must specify personnel information as described in Section 1, Part D.4. Vendor must specify the project manager and other key personnel required, their anticipated role(s) and relevant experience. Vendor must provide resumes for all key personnel that include name, education background, and years of experience and employment history as it relates to the scope of services specified herein.
- Vendor may describe ways proposed personnel complement each other, any experience of these individuals working together on past projects, and how they will be able to complete this project within the required timeframe as a team.

D.9.5.5. REFERENCES: Vendor must provide three (3) references from established private firms or government agencies other than the procuring agency, that can attest to the vendor's experience and ability to perform the contract subject of this solicitation. Name, contact information and a brief description of supplies or services provided must be included for each reference. It is strongly recommended the vendor provide two points of contact for each reference. If contacts are distinguished as primary and secondary, the Agency will attempt to contact the primary first. It is the vendor's responsibility to provide verifiable references.

D.9.5.6. TABLE OF MANDATORY AND DESIRABLE VENDOR PERSONNEL REQUIREMENTS (Insert as final section of Executive Summary as described in Part D.9.5.1 above)

Table of Mandatory and Desirable Vendor Personnel Requirements

Vendor must complete the table below indicating whether or not each mandatory and desirable personnel requirement is met based on proposed personnel for this contract. Please mark with an X in the MET or NOT MET box for each requirement. Additionally, vendor must explain how each requirement is met in the Vendor Comments section following each requirement. Vendor may also provide comments for any requirement not met if desired. Proposals from vendors that fail to meet the Mandatory Personnel Requirements (1 – 8) will be disqualified.

MANDATORY PERSONNEL REQUIREMENTS	MET	NOT MET
Education:		
1) All personnel must have minimally earned a four-year degree from an accredited university or the equivalent in Computer Science or related field.		
Vendor comments:		
Experience and skills:		
2) Project Manager must have three years of project management experience.		
Vendor comments:		
3) At least one personnel must have five years' experience designing and defining solution architecture with the Microsoft .Net platform.		
Vendor comments:		
4) At least one personnel must have five years' experience with multi-tier system development.		
Vendor comments:		
5) At least one personnel must have five years' experience with Microsoft development products, including Visual Studio using C# and ASP.Net 3.5 and/or 4.x frameworks.		
Vendor comments:		
6) At least one personnel must have five years of web application development using ASP.Net Model View Controller (MVC), Entity Framework, Windows Communication Foundation (WCF), and ASP.Net Web Forms.		
Vendor comments:		

	MET	NOT MET
7) At least one personnel must have five years' experience with Language Integrated Query (LINQ), JavaScript frameworks (AngularJS, JQuery), Ajax, Hypertext Markup Language (HTML), Cascading Style Sheets (CSS), and Extensible Markup Language (XML).		
Vendor comments:		
8) At least one personnel must have five years' experience designing and maintaining Microsoft SQL Server 2008/2012 or higher databases, including developing stored procedures and functions, performance, SQL Reporting Services (SSRS) and SQL Integration Services (SSIS).		
Vendor comments:		
DESIRABLE PERSONNEL REQUIREMENTS		
9) Project Manager with Project Management Professional (PMP) certification.		
Vendor comments:		
10) Three years' experience in full life cycle development.		
Vendor comments:		
11) Three years' experience with Internet Information Services (IIS) 6.x/7.x or higher.		
Vendor comments:		
12) Three years' experience with configuration management and performance tuning on Windows Server 2008/2008 R2 or higher.		
Vendor comments:		
13) Three years' experience with Web services and Enterprise application integration (EAI).		
Vendor comments:		
14) Three years' experience with Microsoft Team Foundation Server.		
Vendor comments:		
15) Experience with government or nonprofit service information systems.		
Vendor comments:		

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: Vendors must submit a line item budget with accompanying narrative describing and justifying each item. Proposed budget should minimally include:

- ✓ Itemized costs for each of the three objectives described in Section D.2.
- ✓ Each position or role or task assigned to the project
- ✓ Hourly rate for each position/role/task
- ✓ Estimated number of hours required to complete work
- ✓ Total cost for each position/role/task

Offerors should note that if selected, a one-day, in-person project launch meeting at ICJIA's downtown Chicago office is required during the first two weeks of the contract period. Vendor will need to absorb travel and lodging costs if not based in the Chicago area. Travel and lodging expenses are not allowed.

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 firm.

E.3. EXPENSES ALLOWED: Expenses are not allowed are allowed as follows: [Enter text](#)

E.4. DISCOUNT: The State may receive a % discount for payment within 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:

E.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. There is no renewal option.

E.6.2.1. Agency/University Formula for Determining Renewal Compensation: N/A

E.6.2.2. Offeror's Price for Renewal(s): [Click here to enter text.](#)

Include Section 2 Part E and related attachments in Packet 2

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of 18 months. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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

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

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): There is no renewal.

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

1.2.2. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. This contract may neither renew automatically nor renew solely at the Vendor's option.

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

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

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

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

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

1.5. AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

F.2. PAYMENT TERMS AND CONDITIONS:

2.1. LATE PAYMENT: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

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

2.3. EXPENSES: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of this contract is prior to execution.

2.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<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/University's Illinois tax exemption number and Federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

The selected vendor will be paid in four (4) installments based upon the submission and acceptance of a detailed invoice and necessary deliverables. Please indicate additional payment terms and conditions required by the vendor.

- a. 25 % upon completion of planning milestones/deliverables #s 1, 2, 7 and 12;
- b. 25 % when development work for contracted objectives is determined by the Agency to be 50 percent complete;
- c. 30 % upon completion of all additional milestones/deliverables except Milestone 17; and
- d. 20 % upon completion of six month follow up technical assistance period (Milestone 17).

Send invoices to:

Agency/University:	Illinois Criminal Justice Information Authority
Attn:	John Klaer
Address:	300 W. Adams St., Suite 200
City, State Zip	Chicago, IL 60606

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/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under 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

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 or University's president 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.
- 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/University 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/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.20. 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.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.
- F.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of 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.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- F.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- F.25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** 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.

25.3. 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.26. 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.27. 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.

F.28. PERSONNEL CHANGES: The Authority must approve any vendor personnel replacements needed after this contract's start date before replacement personnel performs services under this contract. Any replacement personnel must satisfy requirements described in Section 1, Part D.4. of the solicitation. Should any personnel changes occur, all schedules/timetables agreed upon between vendor and the Authority must continue to be adhered to.

**STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS**

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

G. agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: CJ0801), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

By:

Signed: _____

Position:

Date:

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

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

STATE OF ILLINOIS

SUBCONTRACTOR DISCLOSURE

I.1. Will subcontractors be utilized? Yes No

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

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

I.2. The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is .

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

- Subcontractor Name:

Anticipated/Estimated Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Anticipated/Estimated Amount to Be Paid:

Address:

Description of Work:

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

I.4. For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

I.5. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.

STATE OF ILLINOIS REFERENCES

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

J.1. Firm/Government Agency/University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

J.2. Firm/Government Agency/University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

J.3. Firm/Government Agency/University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

J.4. Firm/Government Agency/University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

Offeror Name:

Return Mailing Address: