



**ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS**  
**REQUEST FOR PROPOSALS**  
**4/17/17**

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**JOB CLASSIFICATION AND COMPENSATION STUDY**

**I. REQUEST FOR PROPOSALS**

- A. **Summary Statement.** The Administrative Office of the Illinois Courts (AOIC), on behalf of the Supreme Court of Illinois, is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select a Vendor to conduct a comprehensive job classification and compensation study for approximately 650 state-paid positions within the Illinois Judicial Branch of government. In addition, the selected Vendor will be required to assess the current salary structure and propose options and models to address any identified deficiencies taking into consideration market analyses, Judicial Branch requirements, and all applicable statutes, rules, and policies. The RFP response may serve as the basis for subsequent contract negotiations with the selected Vendor.
- B. **Right to Cancel.** The AOIC is not obligated to respond to any proposal submitted, nor is it legally bound in any manner by the submission of a proposal. The AOIC reserves the right to cancel or withdraw the RFP at any time if it is considered to be in the best interest of the AOIC. In the event the RFP is cancelled or withdrawn, the AOIC shall not incur any liability to any Vendor for any costs or expenses incurred in conjunction with the RFP. The AOIC also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

**II. OVERVIEW OF THE ILLINOIS JUDICIAL BRANCH**

The Illinois Judicial Branch is a unified court system responsible for applying the Constitution and law of Illinois. The Illinois Supreme Court is the state's highest court and consists of seven justices. General administrative and supervisory authority over the court system is vested in the Supreme Court. The state is divided into five judicial districts, with three Supreme Court justices elected from the First District (Cook County) and one justice elected from each of the other four districts.

Several support units assist the Supreme Court with its work. These include: the AOIC Administrative Director, the Clerk of the Supreme Court, the Reporter of Decisions, the Supreme Court Marshal, the Supreme Court Chief Internal Auditor, the Supreme Court Research Director, and the Supreme Court Librarian.

The mid-level reviewing court, the Illinois Appellate Court, is comprised of 54 judges serving the five judicial districts, administratively centered in Chicago, Elgin, Ottawa, Springfield, and Mt. Vernon. In addition to personal staff, the presiding judge and judges of each appellate district are assisted by an appellate court clerk and research director.

The court of "original jurisdiction" is the circuit court. Illinois is divided into 24 circuits, each comprising one or more of Illinois' 102 counties. Each circuit is administered by a chief judge, and the chief judge is assisted by an administrative assistant and/or trial court administrator and other support staff.

This Job Classification and Compensation Study will encompass the approximately 650 non-judicial state-paid positions within the support units of the Supreme, Appellate and Circuit Courts. For more information on the Illinois Judicial Branch please visit [www.illinoiscourts.gov](http://www.illinoiscourts.gov).

### **III. BACKGROUND**

The current job classification and pay plan structure was established pursuant to a 2006 comprehensive study conducted for the Illinois Supreme Court/AOIC by a national consulting firm. The study formed externally competitive and internally equitable pay policies and practices for all classified non-judicial state-paid positions.

As a result of the study, the job classification system was modified in 2008 from a 41 grade structure to the current 18 grade structure. Salary ranges, consisting of minimum, midpoint, and maximum levels, were expanded to create a greater earning potential for employees. Job titles were reviewed and grouped into classifications that shared comparable skill levels, knowledge base, and scope of responsibility.

Currently, there are 431 non-judicial state-paid positions with 180 job titles that are subject to the Illinois Supreme Court Job Classification and Compensation Rules. Additionally, there are 219 non-judicial state-paid positions with 19 non-classified titles that are unique in nature to the court system and are not under the Rules.

### **IV. SCOPE OF WORK**

The Illinois Supreme Court is committed to applying principles of fair pay and internal equity in accordance with all applicable laws and statutes while maintaining a competitive market position to attract, retain, and compensate its employees. Through this Job Classification and Compensation Study, the Illinois Supreme Court seeks to ensure that the salary structure for state-paid, non-judicial positions is aligned with the appropriate external labor markets in which it competes for talent while maintaining internal equity among its job classifications.

The project will result in a comprehensive job classification and compensation study that will allow the AOIC to make recommendations to the Illinois Supreme Court regarding the appropriate job classification and pay for all state-paid non-judicial classified positions under the Supreme Court's Job Classification and Compensation Rules, as well as non-classified positions that are unique in nature to the court system. If the study suggests that adjustments should be made, the project will also include a plan for implementation, cost, and proposed policy changes.

### **V. PROJECT DELIVERABLES**

The successful Vendor is expected to:

- Meet with AOIC leadership and/or Human Resource staff to discuss compensation-related concerns and current job classifications, pay practices, and policies to refine and confirm proposed strategy and plan of action.
- Provide market data and analysis for similar positions in Illinois state government, local government agencies (counties), and other related public sector organizations. Research should also include other state judiciaries and federal court system positions in comparable markets.
- Identify appropriate benchmark positions.
- Review and make recommendations for existing job classifications (titles), class specifications (job descriptions), salary structures, and relevant pay policies.
- Analyze salary structure and pay compression issues in relation to market study findings and identify issues.
- Determine if the current job classification pay structure requires modifications and develop multiple options and implementation models for addressing any identified issues.
- Provide recommendations and guidance to AOIC leadership and/or Human Resource staff on compensation modifications based on the compensation study results in accordance with Illinois Judicial Branch needs, concerns, and compensation best practices.
- Prepare a comparative analysis that identifies the Illinois Judicial Branch's competitive position in the

labor market.

- Prepare recommendations for compensation rules and policies; including pay options to maintain competitiveness and ensure internal equity.
- Provide consultation and implementation models for any proposed changes in criteria for employee movement through pay range based on study findings.
- Meet throughout the contract period with AOIC leadership and/or Human Resource staff to explain the methodology, survey results, and recommendations.
- Prepare and submit final written report of recommendations.
- Provide training and instructional information to allow AOIC Human Resource staff to conduct individual job/salary audits and recommend adjustments consistent with study methods.
- Provide implementation support and training, as needed.

Note: Vendors are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the price proposal.

## VI. SUBMISSION REQUIREMENTS

### A. **General Requirements.** Each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. **APPENDIX A:** Vendor Prequalification
  - a) Business and Directory Information
  - b) References
  - c) Illinois Department of Human Rights (IDHR) Public Contract Number
  - d) Authorized to Transact Business or Conduct Affairs in Illinois
2. **APPENDIX B:** Taxpayer Identification Number
3. **APPENDIX C:** Vendor Bid Certifications
4. **APPENDIX D:** Administrative Office of the Illinois Courts – Standard Vendor Agreement for Goods and Services (SVA)

The AOIC's proposed contract template is set forth in Appendix D. No work will commence until a contract has been signed by all necessary parties in accordance with Judicial Branch procurement and contract policies. The template included in Appendix D is a sample form and is not to be interpreted as offers.

- a) By submitting a response to this RFP, the Vendor accepts the statutory terms and conditions contained within the AOIC's SVA contained in Appendix D.
- b) Vendors requesting additions or exceptions to the SVA must submit them with their response to the RFP. A request must be accompanied by an explanation identifying the need for and the specific effect it will have on the Vendor's ability to respond to the RFP or perform the services identified. The AOIC reserves the right to address nonmaterial requests for exceptions to the SVA with the highest scoring Vendor during contract negotiation.

The AOIC shall identify any revisions to the SVA in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The AOIC will determine any changes to the standard terms and conditions and/or contract.

### B. **Project-Related Submission Requirements.** Each response must include the following or it may be excluded from consideration:

1. A cover sheet including Vendor's contact information, business address, email address, and phone and fax numbers. The cover sheet should include signature lines and must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual authorized to bind the firm.
2. An overview that reflects the Vendor's understanding of the efforts described in this RFP and the project deliverables.
3. A detailed explanation of how the Vendor proposes to meet the Project objectives and requirements.
4. A workplan and project timeline, with identified tasks to be performed by the Vendor, anticipated completion dates of key milestones, and an estimate of the earliest start date following execution of a contract.
5. A description of completed similar projects that demonstrate the Vendor's experience and area of expertise.
6. Names of personnel who will perform the identified tasks detailing their training and work experience.
7. A list of data needed from the AOIC in order to complete the study.

**C. Pricing.**

1. Vendor must provide the method and rate of compensation (hourly, daily, project, or other method). All prices quoted must be firm and not subject to increase unless otherwise provided in RFP.
2. Travel, administrative, overhead, and other related charges and expenses must be included in the prices set forth in the proposal. Reimbursements will not be made for travel and subsistence expenses incurred outside Illinois.
3. DO NOT INCLUDE federal, State, or local taxes in pricing.

## **VII. EVALUATION OF PROPOSALS**

- A. The AOIC will evaluate all complete proposals received by the deadline. Incomplete proposals and late proposals will not be considered.
- B. Proposals will be evaluated in accordance with general submission requirements, project requirements and pricing as outlined above in Section VI.
- C. The AOIC reserves the right to determine, at its sole discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
- D. The AOIC reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the AOIC may require the presence of Vendor's representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense for the demonstration of the product and answer questions; vendors may be asked to participate in conference by telephone. Notification of any such requirements will be given as necessary.

## **VIII. SUBMISSION OF PROPOSALS**

**A. Proposal Timelines. (Illinois is in the Central Time Zone (CST))**

1. Posting Date on Illinois Courts website (<http://illinoiscourts.gov/Procurement/default.asp>): Monday, April 17, 2017.
2. Questions Due: Monday, May 15, 2017

All questions regarding this RFP must be submitted via email to the following contact:

Constance M. Brown

Compensation Manager  
RFPCompStudy@IllinoisCourts.gov

3. Answers Posted: Tuesday, May 30, 2017
  4. Vendor Conference: To be determined. Information will be posted on the Court website.
  5. Submission Deadline: Friday, June 16, 2017  
Proposals must be submitted in a searchable electronic PDF format to RFPCompStudy@IllinoisCourts.gov. Facsimile submissions or late proposals will not be accepted or considered.
  6. Opening: All documentation sent with the proposal, including the proposal, will become the property of the AOIC.
  7. Vendor selection will be as soon as possible after the proposal submission deadline. Once a bid is accepted, contract negotiations will begin promptly. It is expected that a final report will be delivered and subsequent presentations to leadership groups will follow. The AOIC reserves the right to extend the contract to enable consultation with the contractor on issues relating to implementation of study recommendations.
- B. **Amendments.** Any amendments to this RFP will be posted on the Illinois Courts Website.
- C. **Modification/Withdrawal of Proposals:** Written requests to modify or withdraw proposals received by the Judicial Branch prior to the scheduled opening time will be accepted and will be corrected after opening.

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

**VENDOR PREQUALIFICATION**

The Vendor must provide Prequalification information as described below. This information consists of the following forms:

1. Business and Directory Information
2. References
3. Illinois Department of Human Rights (IDHR) Public Contract Number
4. Authorized to Transact Business or Conduct Affairs in Illinois

The undersigned authorized representative of Vendor submits the above described and attached PREQUALIFICATION information to the AOIC with the understanding AOIC will use and rely upon the accuracy and currency of the information in the evaluation process of this solicitation.

Vendor (show official name and DBA)

\_\_\_\_\_  
\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Phone/Fax\_\_\_\_\_

E-mail\_\_\_\_\_

1. **BUSINESS AND DIRECTORY INFORMATION.**

- a. Name of Business (official name and DBA).
- b. Business Headquarters (address, phone, and fax).
- c. If a Division or Subsidiary of another organization, provide the name and address of the parent.
- d. Billing Address.
- e. Name of Chief Executive Officer.
- f. Company Web Site Address.
- g. Type of Organization (individual/sole proprietor or single-member LLC, partnership, etc. – should be same as indicated on Appendix B).
- h. Length of time in business.
- i. Annual Sales for Vendor’s most recently completed fiscal year.
- j. Show number of full-time employees on average during the most recent fiscal year.
- k. Is your company at least 51% owned and controlled by individuals in one of the following categories? If “Yes”, please check the category that applies:
  - 1. Minority (**30 ILCS 575/2(A)(1) & (3)**)  Yes
  - 2. Female (**30 ILCS 575/2(A)(2) & (4)**)  Yes
  - 3. Person with Disability (**30 ILCS 575/2(A)(2.05) & (2.1)**)  Yes
  - 4. Disadvantaged (**49 CFR 26**)  Yes

2. **REFERENCES.**

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

a. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

b. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

c. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

d. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

3. **ILLINOIS DEPARTMENT OF HUMAN RIGHTS (IDHR) PUBLIC CONTRACT NUMBER.**

If Vendor employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date (**775 ILCS 5/2-101 et seq.**). If we cannot confirm compliance, we will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA)

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(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contract Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**OR**

If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: \_\_\_\_\_

**NOTICE:**

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility.

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.

If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.

Vendor may obtain an application form by:

- ❖ Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- ❖ Internet: You may download the form from the Department of Human Rights' website at ([https://www.illinois.gov/dhr/PublicContracts/Documents/IDHR\\_Employer\\_Report\\_Form.pdf](https://www.illinois.gov/dhr/PublicContracts/Documents/IDHR_Employer_Report_Form.pdf)).
- ❖ Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**4. AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS.**

A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer (**805 ILCS 5/13**).

Please make one of the following two certifications by checking the appropriate box:

- Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to this requirement.
- Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

For more information, please contact the Office of the Illinois Secretary of State at (217) 782-1832 regarding an Application for Authority to Transact Business in Illinois. An application Form, BCA 13.15, may be downloaded from <http://www.cyberdriveillinois.com/publications/>

## APPENDIX B

### TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Taxpayer Identification Number:

Social Security Number: \_\_\_\_\_

or

Employer Identification Number: \_\_\_\_\_

Legal Status (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|  | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**VENDOR BID CERTIFICATIONS**

All vendors submitting bids on contracts with the judicial Branch must complete the following disclosures and certifications.

**I. DISCLOSURES**

- a. Conflicts of Interest.** Sections 50-13 and 50-35 of the Judicial Branch Procurement Code require that vendors desiring to enter into certain contracts with the State of Illinois must disclose financial and potential conflict of interest information specified below as a condition of receiving an award or contract.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor. When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period. A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

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

(Name of vendor) \_\_\_\_\_

(DBA, if used) \_\_\_\_\_

(Name of any parent organization) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

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

- A. Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [**\$106,447.20**], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

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

**CHECK ONE:**

\_\_\_\_\_ No Conflict of Interest

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

**Section 2: Disclosure of Financial Interest in the Vendor**

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

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

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

For each individual identified above, show:  
 the dollar value of the ownership interest: \$ \_\_\_\_\_  
or  
 the proportionate share of the ownership interest: \_\_\_\_\_%\*  
and  
 the type of ownership/distributable income share:  
 sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_ other (explain) \_\_\_\_\_

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

1% \_\_\_\_\_ 1 up to 2% \_\_\_\_\_ 2 up to 3% \_\_\_\_\_ 3 up to 4% \_\_\_\_\_  
 4 up to 5% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_%

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

0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 1.5% \_\_\_\_\_  
 and as appropriate in additional 0.5 increments \_\_\_\_\_%

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

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

**Section 3: Disclosure of Potential Conflicts of Interest.**

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

A.	State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section "1" in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section "4".	Yes _____	No _____
B.	State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	Yes _____	No _____

C.	Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.	Yes ____	No _____
D.	Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son or daughter.	Yes ____	No _____
E.	Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.	Yes ____	No _____
F.	Relationship to anyone holding appointive office currently or the previous 2 years.	Yes ____	No _____
G.	Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Yes ____	No _____
H.	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son or daughter.	Yes ____	No _____
I.	Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____	No _____
J.	Relationship to anyone; spouse, father, mother, son or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____	No _____

Explanation of potential conflicts of interest:

**Section 4: Current and Pending Contracts and Offers (bids and proposals).**

- A. VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.
- B. VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

**b. Business with Iran.** Section 50-36 of the Judicial Branch Procurement Code requires that VENDORS desiring to submit any bid, offer or proposal for a State contract disclose whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and: (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action; or (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

CHECK ONE:

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

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

## II. CERTIFICATIONS

- a. VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.
- b. VENDOR is not in default on an educational loan (5 ILCS 385/3).
- c. VENDOR has informed the Director of the AOIC in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
- d. VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (Section 50-5 of the Judicial Branch Procurement Code).
- e. If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (Section 50-10 of the Judicial Branch Procurement Code).
- f. VENDOR, or any affiliate, is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR acknowledges that the AOIC Director may declare the contract void if this certification is false (**Section 50-11 of the Judicial Branch Procurement Code**) or if VENDOR, or any affiliate, later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**Section 50-60 of the Judicial Branch Procurement Code**).
- g. VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**Section 50-25 of the Judicial Branch Procurement Code**).

- h. VENDOR is not in violation of the "Revolving Door" section of the Judicial Branch Procurement Code (**Section 50-30 of the Judicial Branch Procurement Code**).
- i. VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (**Sections 50-40, 50-45, 50-50 of the Judicial Branch Procurement Code**).
- j. Pursuant to the Drug Free Workplace Act, VENDOR will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to contracts of \$5000 or more with individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
- k. Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (**30 ILCS 582**).
- l. VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
- m. VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- n. VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).
- o. VENDOR certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits bidding on or entering into contracts with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- p. Each business entity (i) whose aggregate bids and proposals on State contracts annually total more than \$50,000, (ii) whose aggregate bids and proposals on State contracts combined with the business entity's aggregate annual total value of State contracts exceed \$50,000, or (iii) whose contracts with State agencies, in the aggregate, annually total more than \$50,000 shall register with the State Board of Elections in accordance with Section 9-35 of the Election Code.

**CHECK ONE:**

\_\_\_\_\_ VENDOR is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160))

\_\_\_\_\_ VENDOR has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)).

- q. Vendor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a vendor from entering into a contract with a State agency if the vendor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Vendor further acknowledges that the AOIC Director may declare the related contract void if this certification is false.

**THE UNDERSIGNED PERSON AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE DISCLOSURES AND CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF THE VENDOR.**

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**Signature**

---

**Type/Print Name**

---

**Type/Print Title**

---

**Date**

*\*\* A copy of the Judicial Branch Procurement Code is available [www.illinoiscourts.gov/procurement](http://www.illinoiscourts.gov/procurement).*

## APPENDIX D

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

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

#### 1. VENDOR SERVICES:

A. Vendor Name and Address:

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

C. Identify Any Attachments To This Agreement:

#### 2. TERM AND AMOUNT

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

B. The Administrative Office of the Illinois Courts agrees to pay, and Vendor agrees to accept, the sum of \$\_\_\_\_\_, upon delivery of goods/services [as identified in Exhibit\_\_] and receipt of a proper bill.

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

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

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

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

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

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

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

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

8. **PAYMENT RESPONSIBILITY.** The Administrative Office of the Illinois Courts acts as a contracting agency and shall be responsible for costs only when it is the agency using the goods or services. If a specific agreement or order is for the use of another agency, that agency shall ultimately be liable for costs even though payments may be made through the Administrative Office of the Illinois Courts. In the event of a funding problem, the appropriation of the user agency alone shall determine sufficiency of funding.
9. **FISCAL FUNDING AND APPROPRIATIONS.** Obligations of the Supreme Court, its Administrative Office or other agency shall cease immediately if the Illinois General Assembly fails to appropriate or otherwise make available funds for this agreement within any fiscal year in which payment might be due. The Administrative Office of the Illinois Courts will use its best efforts to obtain a sufficient appropriation to cover this agreement.
10. **TRANSFER.** The Administrative Office of the Illinois Courts may transfer goods or services and/or payment responsibility to another State entity after giving notice to Vendor.
11. **TAXES.** Prices shown shall not include federal, State, or local taxes. Should it be determined that such taxes are applicable to this contract, the State will reimburse Vendor for taxes actually assessed and paid except for those based upon income. The Judicial Branch of Illinois State Government tax number is available upon request.

**12. SUBCONTRACTING.** Subcontracting is not allowed without prior authorization of the Illinois Supreme Court or its Administrative Office. All subcontractors used and amounts paid to each must be disclosed. All subcontractors must comply with the terms and conditions set forth herein for Vendor. Vendor shall submit, as a part of this agreement, the names, addresses, and expected subcontract amounts for all authorized subcontracts with an annual value of more than \$25,000.

**13. LIABILITY AND INSURANCE.**

- A. The State does not assume any liability for acts or omissions of Vendor and such liability rests solely with Vendor. The State will not indemnify or hold harmless any Vendor for claims based on the State's use of Vendor provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Vendor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, Vendor shall carry workers' compensation insurance, if applicable, in amounts required by law.
- B. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the Administrative Office of the Illinois Courts and indemnifies and holds the Administrative Office of the Illinois Courts harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the Administrative Office of the Illinois Courts.
- C. If risk of loss transfers before delivery and installation at State's site, Vendor shall procure insurance chargeable to the State to cover all reasonable risks.
- D. The State may self-insure against any and all risks.

**14. QUIET ENJOYMENT.** If any property is sold to or furnished for the State's use, Vendor covenants that State will have quiet use and enjoyment of the property without suit, trouble or hindrance so long as the State is performing its obligations under the pertinent agreement. Vendor shall indemnify and hold the State harmless should any goods or services provided by Vendor infringe upon the patent, trademark, copyright or trade secret of another.

**15. TITLE.** Vendor will pass title to the State as agreed and will warrant title and provide for quiet enjoyment.

**16. MAINTENANCE ASSURANCE.** Should Vendor determine to discontinue service or maintenance on particular equipment or software that the State owns or for which it has a lease or license that extends beyond the time for cessation of maintenance or service, Vendor shall provide to the State sufficient documentation to allow for continued maintenance by the State. This provision shall not apply if that portion of Vendor's business is sold to another party provided that party can provide service equivalent to that previously provided by Vendor.

**17. MAINTENANCE AGREEMENT.** This provision applies to any maintenance agreements or provisions. Vendor will perform maintenance using skilled maintenance personnel under Vendor's supervision. The maintenance personnel will employ all reasonable care to see that the goods and services are maintained in proper operating condition. Vendor undertakes to perform the services in conformity with the usual applied standards, and, unless otherwise agreed, all materials and equipment needed by Vendor to carry out the work to be performed by Vendor under this agreement will be furnished by Vendor at Vendor's expense.

**18. CONTRACTOR STATUS AND WORK PRODUCT.** Vendor is an independent contractor. All documents, including reports, ideas and other work products specially produced or designed by Vendor under this agreement for the State shall become and remain the property of the State unless otherwise expressly agreed upon.

**19. RIGHT TO AUDIT.** Vendor agrees that the State or its representative shall have the right to examine any Vendor records which relate to this agreement. The Vendor shall maintain, for a minimum of 3 years from the last action on the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the purchasing office and

any person or entity as required by law or as authorized by the purchasing office to conduct such review and audit; and the Vendor agrees to cooperate fully with any audit conducted by the purchasing office and to provide full access to all relevant materials as required by law. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State and judicial branch for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement. See section 20-65 of the Judicial Branch Procurement Code.

- 20. GOVERNING LAW.** This agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this agreement, shall be governed by the laws of the State of Illinois. The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this agreement must be filed exclusively with the Illinois Court of Claims. See 705 ILCS 505/1 *et seq.*
- 21. ENTIRE AGREEMENT.** Except as provided in paragraph 22, this agreement, including its addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.
- 22. INCORPORATIONS.**
- A. Unless specifically excluded by mention on the order form, the appropriate invitation for Bids or Request for Proposals, Vendor's response and any written representations made by Vendor are incorporated herein.
  - B. Vendor's published specifications for equipment, software and services are incorporated herein.
  - C. Forms and documents listed or attached as exhibits are incorporated herein.
- 23. SEVERABILITY.** If any provision of this agreement should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 24. MODIFICATIONS.** Any modification, change or amendment subsequent to the execution of this agreement may be made only by an instrument in writing executed and signed by the parties.
- 25. WAIVER.** The failure of any party to enforce any provision of this agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
- 26. NON-DISCRIMINATION.** Vendor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.
- 27. SIGNATURE.** By signing this agreement, Vendor's representative warrants that he or she has the authority to bind Vendor to the terms and conditions contained herein. Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals.
- 28. CERTIFICATIONS.**
- A. **Conflict of Interest.** Vendor certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. Vendor further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, Vendor certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of

2 times the salary of the Governor. See section 50-13 of the Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13))

- B. Bid-rigging or Bid-rotating.** Vendor certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-3, 5/33E-4.
- C. Educational Loan Default.** If Vendor is an individual, he/she certifies that he/she is not in default on an educational loan as provided in section 3 of the Educational Loan Default Act. See 5 ILCS 385/3.
- D. Anti-bribery.** Vendor certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)). Section 50-5 prohibits a vendor or subcontractor from entering into a contract with a State agency if the vendor or subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the vendor or subcontractor has made an admission of guilt of such conduct which is a matter of record. Vendor or subcontractor further acknowledges that the AOIC Director may declare the related contract void if this certification is false.
- E. International Anti-Boycott Certification.** Vendor certifies that neither Vendor nor any substantially -owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- F. Legal Status Disclosure.** Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

**Vendor and/or Business Name:** \_\_\_\_\_

**Taxpayer Identification Number**

**SSN:** \_\_\_\_\_ **or** **EIN:** \_\_\_\_\_

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

**Legal Status** *(check one):*

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

- G. Debt Delinquency.** Vendor certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a vendor from entering into a contract with the judicial branch if the vendor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may

declare the contract void if this certification is false or if Vendor is determined to be delinquent in the payment of any debt to the State during the term of the contract.

- H. Collection and Remittance of Illinois Use Tax.** Vendor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a vendor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Vendor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- I. Prohibition of Goods Produced By Forced Labor.** Vendor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- J. Prohibited Bidders and Contractors.** Vendor, and all subcontractor's subject to section 20-120 of the Illinois Procurement Code, certify in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the date of the bid or contract. Vendor and applicable subcontractors acknowledge that the AOIC Director may declare the contract void if this certification is false.
- K. Corporate Accountability.** Vendor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (Public Act 93-0552). Public Act 93-0552 requires development assistance agreements to contain specific recapture provisions. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- L. Environmental Protection Violations.** Vendor certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits bidding on or entering into contracts with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- M. Prohibition of Goods from Child Labor.** Vendor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.
- N. Registration as a Business Entity.** Vendor certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- O. Felons.** Vendor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a vendor from entering into a contract with a State agency if the vendor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Vendor further acknowledges that the AOIC Director may declare the related contract void if this certification is false.
- 29. DRUG FREE WORKPLACE.** If Vendor is an individual, or an individual doing business in the form of a sole proprietorship, Vendor certifies that Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. See 30 ILCS 580/4.

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

**A. Publishing a statement:**

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- B.** Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
  - (2) the grantee's or Vendor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- C.** Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- D.** Notifying the contracting or granting agency within 10 days after receiving notice under part (b) of paragraph (3) of subparagraph (A) above from an employee or otherwise receiving actual notice of such conviction.
- E.** Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- F.** Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G.** Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*
- 30. PREVAILING WAGE.** If the Prevailing Wage Act is applicable to any service provided by Vendor under this agreement, Vendor agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*
- 31. WORKMANLIKE MANNER.** Vendor agrees to provide in a good and workmanlike manner the specified goods and/or perform in a good and workmanlike manner the services contracted for in this agreement and provide all necessary tools, equipment and commodities.
- 32. BACKGROUND CHECKS.** (This provision applies only to contracts calling for Vendor to perform services at State facilities.) As a continuing condition of this contract, the State reserves the right to conduct background checks of Vendor's officers, employees or agents who would directly supervise the required services or physically perform the required services at State facilities to determine their suitability for performing this contract. If the State finds such officer, employee or agent to be unsuitable, the State reserves the right to require Vendor to provide a suitable replacement immediately. Upon request by the State, Vendor shall complete or have completed an authorization for release of personal information that indemnifies both the State and the provider of the information.
- 33. SEXUAL HARASSMENT.** Vendor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Vendor's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request. See 775 ILCS 5/2-105(A)(4).
- 34. NOTICES.** Notices to Vendor shall be sent to the address shown on page one of this agreement. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

**THE UNDERSIGNED PERSON SIGNING THIS AGREEMENT ON BEHALF OF VENDOR AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE**

**CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF THE DESIGNATED PARTY (VENDOR) TO THIS AGREEMENT.**

**Administrative Office of the Illinois Courts**

**[Vendor Name]**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Type/Print Name**

\_\_\_\_\_  
**Type/Print Name**

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**Date**

*\*\* A copy of the Judicial Branch Procurement Code is available at [www.illinoiscourts.gov/procurement](http://www.illinoiscourts.gov/procurement).*