

**STATE OF ILLINOIS**  
**REQUEST FOR PROPOSAL**

Illinois Workers' Compensation Commission  
Requirements analysis for Digital Transformation project

#22037877

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

**Brief Description:**

The Illinois Workers' Compensation Commission (IWCC) is preparing to undergo a comprehensive information system digital transformation project over the next several years. This project will involve several core components, including electronic filing of applications and motions, case management, dispute resolution and workflows, electronic imaging and document management, data interchange, docketing, scheduling, calendaring and reporting. Other related business functions will also be included, including Self Insurance and Insurance Compliance.

This transformation project will be done in two phases. In this first phase the steps needed to gather the requirements and other steps will be performed, as well as developing an RFP for the second phase. The second phase will be the actual development and implementation of the solution identified in phase 1.

The successful bidder in the first phase is excluded from bidding on the RFP for the second phase.

The IWCC is issuing this Request for Proposal (RFP) to obtain competitive responses from potential vendors to conduct the required analysis, and prepare required planning documentation necessary to select the most cost effective solution for an implementation vendor to provide the IWCC with a new Workers' Compensation System. This initial effort involves business process optimization, gathering new and consolidating requirements, project management, strategic planning, development of the implementation RFP, and preparatory activities.

The resulting contract with the awarded Offeror shall have an initial term of no more than two (2) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed five (5) years. Subject to the maximum total term limitation, Illinois Workers' Compensation Commission (IWCC) has the option to renew for the following terms: Digital Transformation Project Management Office (PMO) services will be for three (3) additional one (1) year periods by written agreement of the parties. Extensions will only be available for Digital Transformation Project Management Office services if agreed upon by both parties.

In addition to the scope described, additional requirements gathering, analysis and high-level comparison of functionality across State agencies may be requested using separate statement of work order (SOW).

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  
OUTLINE**

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**SECTION 1.**

	Part
<b>Instructions for Submitting Offers .....</b>	<b>A.</b>
How to Enter Information.....	A.1.
Published Procurement Information .....	A.2.
Solicitation Contact.....	A.3.
Offeror Questions and Agency/University Response .....	A.4.
Required Meetings.....	A.5.
Offer Due Date, Time and Address for Submission of Offers .....	A.6.
Organization Required .....	A.7.
Submission of Offers.....	A.8.
Security .....	A.9.
Small Business Set-Aside.....	A.10.
Minority Contractor Initiative.....	A.11.
Federal Funds.....	A.12.
Employment Tax Credit.....	A.13.
Governing Law and Forum.....	A.14.
Public Records and Requests for Confidential Treatment.....	A.15.
Reservations.....	A.16.
Award.....	A.17.
References .....	A.18.
Invoicing Address .....	A.19.
Protest Review Office .....	A.20.
Evaluation Process .....	A.21.
Minorities, Females, and Persons with Disabilities Participation and Utilization Plan.....	A.22.
Veteran Small Business Participation and Utilization Plan .....	A.23.
<b>Selection of Vendor.....</b>	<b>B.</b>
<b>Offer to the State of Illinois .....</b>	<b>C.</b>
<b>Specifications/Qualifications/Statement of Work .....</b>	<b>D.</b>

**OUTLINE**

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**SECTION 2.**

**Pricing .....E.**

**SECTION 3.**

**Standard Terms and Conditions.....F.**  
**Exceptions to Solicitation and Contract Terms and Conditions..... G.**  
**State Supplemental Provisions ..... H.**  
**Subcontractor Disclosure .....I.**  
**References..... J.**

*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>

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

**FORMS B**

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

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

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

**Illinois Procurement Gateway Registration # and expiration date.....1.**

## OUTLINE

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Certification Timely to this Solicitation or Contract .....	2.
Replacement Certification to IPG Certification #6 (supersedes response in IPG) .....	3.
Disclosures of Lobbyists and Contracts .....	4-5.

### **BEP UTILIZATION PLAN**

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

#### **Letter of Intent:**

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

#### **Utilization Plan:**

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

### **VSB UTILIZATION PLAN**

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

#### **Letter of Intent:**

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

#### **Utilization Plan:**

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

# 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](http://www.purchase.state.il.us)), Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us)), Transportation Procurement Bulletin ([www.dot.il.gov/desenv/transprocbulletin.html](http://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: Josh Floyd	Phone: 217-622-1908 (no voicemails please)
Agency/University: Illinois Workers’ Compensation Commission	Fax: 217-622-1908
Street Address: 100 W. Randolph, Suite 8-200	TDD: <a href="#">Click here to enter text.</a>
City, State Zip: Chicago, IL 60601	
Email: <a href="mailto:josh.floyd@illinois.gov">josh.floyd@illinois.gov</a>	

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 March 25, 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

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.

**A.6.1. Offer Due Date & Time**

Date: May 11, 2016

Time: 10:00 AM

**A.6.2. Offer Firm Time:** The Offer must remain firm for 90 days from opening.

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

Agency/University: Illinois Workers' Compensation Commission	<b>"Sealed Offer – Do Not Open"</b>
Attn: Annette Roti	Project Title & Reference #: Digital Transformation Project (22037877)
Address: 100 W. Randolph, Suite 8-200	May 11, 2016 10:00 AM
City, State Zip: Chicago, IL 60601	<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.

<b>Subject Matter</b>	<b># of Originals</b>	<b># of Hard Copies</b>	<b># of CDs or USB flash drives</b>
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	One	Five	One



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

- 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](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1, 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.

**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: Governmental Entities/Private Firm

Number of Each Reference Type: Three (3) total references, with at least 2 from Governmental Entities

**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 Workers’ Compensation Commission

Attn: Steven Gaffney

Address: 100 W. Randolph, Suite 8-200

City, State Zip: Chicago, IL 60601

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 Phone: (217) 558-3724  
Attn: Protest Review Office Facsimile: (217) 558-2164  
401 S. Spring Street  
Suite 515 Stratton Office Building Illinois Relay: (800) 526-0844  
Springfield, IL 62706

**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: 20%

BEP Liaison: Josh Floyd

Phone Number: 217-622-1908 (no voicemails please)

Email Address: josh.floyd@illinois.gov

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.

**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: 3%

Veteran Small Business Liaison: Josh Floyd

Phone Number: 217-622-1908 (no voicemails please)

Email Address: [josh.floyd@illinois.gov](mailto:josh.floyd@illinois.gov)

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-**

# STATE OF ILLINOIS

## SELECTION OF VENDOR

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### B. SELECTION OF VENDOR

#### General Process

The IWCC will utilize a best value selection under an RFP process. This process incorporates company and project experience; technical approach; project management; schedule; and other considerations that IWCC deems relevant in the evaluation of Proposals for the Digital Transformation project.

IWCC plans to use the following process for reviewing and evaluating proposals:

- Initial Screening for Responsiveness Criteria
- First Evaluation of Technical Proposals, including Initial Reference Checks
- Vendor Presentations
- Opening of the Price Proposals
- Negotiations, Discussions and BAFO (if used)
- Tentative Selection of Apparent Awardee

A Technical Evaluation Committee (TEC) composed of IWCC staff will be established. Each member of the TEC shall receive a copy of each Technical Proposal that has met the criteria for initial screening.

- 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. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- 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 1200.

**B.4.2. RESPONSIVENESS ELEMENTS**

The Technical Proposals shall be independently evaluated by the TEC using the evaluation criteria and points system described below. Each vendor's proposal will be assigned a score.

Below are elements of Responsiveness that the State evaluates, their relative weights in point format, and any minimum point requirements.

Responsiveness is comprised of RFP Documents and Oral Presentation. The total number of points for Responsiveness is 1200 (RFP Documents (850) + Oral Presentation (350)). For a Vendor to be invited to



## STATE OF ILLINOIS SELECTION OF VENDOR

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deliver an oral presentation, that vendor's proposal must accumulate a minimum total of 637 points for Phase 1. If more than four (4) vendors' proposals accumulate 637 or more points only those vendors whose proposals accumulated the four (4) highest point totals will be invited to deliver an oral presentation. If a tie in the vendors' highest point totals causes there to be more than four (4) vendors whose Point totals are highest, all vendors whose proposals received the four (4) highest point totals will be invited to the oral presentation, except if one or more vendors received the fourth highest or higher scores but four (4) or more vendors received higher scores than those vendors, those lower scoring vendors will not be invited to deliver an oral presentation.

### Example 1

For example, if there are five proposals having the following point totals:

1. Vendor A	800
2. Vendor B	775
3. Vendor C	750
4. Vendor D	675
5. Vendor E	525

The State would invite the vendors (A, B, C and D) to deliver a presentation. Vendor E would not be invited.

### Example 2

In the following case:

1. Vendor A	800
2. Vendor B	775
3. Vendor C	750
4. (Tie) Vendor D	675
(Tie)Vendor E	675

The State would invite all vendors (A, B, C, D, and E) to deliver presentations.

### Example 3

The following situation is another example of where only 4 vendors would be invited:

1. Vendor A	800
2. (Tie)Vendor B	775
(Tie)Vendor C	775

## STATE OF ILLINOIS SELECTION OF VENDOR

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- |             |     |
|-------------|-----|
| 3. Vendor D | 675 |
| 4. Vendor E | 525 |

Under the rule, the State would be required to invite vendors (A, B, C, and D) to deliver presentations.

### Example 4

However if the ranking of the scores produce this result:

- |                  |     |
|------------------|-----|
| 1. (Tie)Vendor A | 800 |
| (Tie)Vendor B    | 800 |
| 2. (Tie)Vendor C | 775 |
| (Tie)Vendor D    | 775 |
| (Tie)Vendor E    | 775 |
| (Tie)Vendor F    | 775 |
| 3. Vendor G      | 625 |

The State would invite Vendors (A, B, C, D, E, and F) to deliver presentations even though that would entail 6 presentations. Vendor G would not be invited to deliver a presentation.

### **RFP Responsiveness Elements**

The maximum number of points for RFP Responsiveness is 850 points. A vendor must receive a minimum of 637 points (75%) in Responsiveness in order to be considered eligible to deliver an Oral Presentation.

The documentation requested should be geared to enable IWCC to understand the depth and level of capabilities of the contractor in being able to perform the required activities and generate the required deliverables for this RFP.

### Capability and Qualifications related to performing RFP Activities

1. Project Planning and Management: (100 points)
  - 1.1 Provide a project plan and narrative from a previous project that demonstrates the Contractor's capability to successfully plan and manage a project of similar size and complexity. (Limit 10 pages)
2. Technical Methodology and Innovation: (200 points)
3. 2.1 Provide a detailed description of the technical expertise and innovations you will bring as a potential vendor. The bidder shall demonstrate familiarity with the scope of IWCC

## STATE OF ILLINOIS SELECTION OF VENDOR

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business functions and contract requirements of this RFP. (Limit 20 pages)Projects. Provide details of three (3) projects where services similar to those required in this RFP have been rendered in the past five (5) years including the development of an implementation RFP.: (75 points)

3.1 Provide a summary of each project including services that were provided. (Limit 5 pages per project)

3.2 Provide a copy of any RFP that was developed. (Unlimited pages)

#### 4. Vendor Experience: (200 Points)

- 4.1 The IWCC desires Workers' Compensation related experience with systems at other State governments, comparable to the State of Illinois. Document and demonstrate an understanding of the issues related to similar government agencies in the implementation of a Workers' Compensation system and operational software solutions. Respondents are encouraged to provide copies of actual deliverables (or portions thereof) used in previous successful reengineering engagements that support narrative descriptions of methods and practices. (Limit 20 pages)

- 5. Client References. (75 points)

5.1 Verifiable client references provided in A.18. (75 points)

#### 6. Staffing: (100 points.)

- 6.1 Experience (*i.e.*, technical, functional, business transformation) of each key staff member that will be assigned to this project, with emphasis on public sector projects. Provide named resumes by role, at a minimum project manager, business analyst, and technical analyst. Also provide an organization chart for the proposed vendor team. (Limit 15 pages)

#### 7. Project Manager. (100 points)

7.1 Provide the resume of the project manager assigned to the project. The IWCC desires the project manager to have the following experience and qualifications (Limit 5 pages):

1) 8 years minimum experience working directly with the Workers' Compensation industry;

2) 5 years minimum experience leading major system technology projects in the Workers' Compensation industry;

3) 3 years minimum senior administrative experience for state Workers' Compensation programs;

4) 3 years minimum direct experience designing and delivering training programs for Workers' compensation stakeholders, including claims administrators and attorneys;

5) 3 minimum years experience implementing IAIABC EDI data processes;

# STATE OF ILLINOIS SELECTION OF VENDOR

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6) PMI certified project management professional,

7) Bachelor's degree; law degree and practice experience in Workers' compensation

## **Oral Presentation**

Responsiveness Elements: 350 points

The maximum number of points for the oral presentation Responsiveness is 350 points. The criteria for evaluation are:

Vendor's ability to clarify its proposal through an oral presentation aided by slides or other graphic media.

Vendor's ability to answer questions identified by IWCC for clarification.

Vendor's ability to provide clear responses to questions regarding its proposal.

Vendor's demonstration of capability to deliver as promised in the proposal.

The presentation should be structured so that the key people proposed for the project are responsible for delivering the majority of the oral presentation, rather than the executive team or the sales team.

**B.5.** The total number of points for Price is 200. The State will determine Price points using the following formula: Phase 1 price  $150 \times (\text{Lowest Price}/\text{Offeror's Price}) = \text{Price Points}$ :

Phase 2 price  $50 \times (\text{Lowest Price}/\text{Offeror's Price}) = \text{Price Points}$ : Total price points = Phase 1 price points + Phase 2 price points

**B.6.** The maximum number of points is 1400 (Responsiveness 850 + Oral Presentation 350 + Price 200).

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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**C.** Project Title / Reference # Digital Transformation Project

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: Click here to enter a date.



**STATE OF ILLINOIS**  
**SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

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

**D.1. GOAL:** The Illinois Workers' Compensation Commission (IWCC) is preparing to undergo a comprehensive information system digital transformation project over the next several years. This project will involve several core components, including electronic filing of applications and motions, case management, dispute resolution and workflows, electronic imaging and document management, data interchange, docketing, scheduling, calendaring and reporting. The other related business functions will also be included, including Self Insurance and Insurance Compliance. The IWCC is issuing this Request for Proposal (RFP) to obtain competitive responses from potential vendors to conduct the required analysis, and prepare required planning documentation necessary to select the most cost effective solution and an implementation vendor to provide the IWCC with a new Workers' Compensation System. This initial effort involves business process optimization, gathering new and consolidating requirements, project management, strategic planning, development of the implementation RFP, and preparatory activities.

Background

The Illinois Workers' Compensation Commission resolves claims made by injured workers for injuries arising out of and in the course of employment. The Commission strives to assure financial protection for injured workers and their dependents at a fair cost to employers. The Commission performs three main functions:

- 1) Resolves claims. The Commission strives to provide a fair, timely process by which disputed claims may be resolved.
- 2) Ensures compliance with the law. The Commission protects the rights of employees and employers under the Illinois Workers' Compensation and Occupational Diseases Acts.
- 3) Administers self-insurance. The Commission evaluates and approves eligible employers that wish to insure themselves for their workers' compensation liabilities.

The Illinois Workers' Compensation Commission has been using the same mainframe based case management system since 1982. Over the years many changes have been made to the system for both legislative compliance as well as operational needs. There are various processes that are scheduled and performed on a daily, weekly, monthly, quarterly, and annual basis. In addition there are processes that are performed on an "as request" basis. The system does not operate in isolation. It interacts with other systems, e.g., by receiving and transferring data, files and reports. Many of the interactions are with other legacy systems that may be replaced by this project. The technologies that the State currently uses include various customized systems originally developed in-house, mainframe products and tools, and Microsoft and Lotus applications.

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

1.2.1 Phase 1 activities -Task 1: Project Planning and Management

The Contractor shall be responsible for providing project management for all Services specified in this RFP.

#### 1.2.1.1. Project Kick-off Session

No later than five (5) business days after the resulting contract related to this RFP is executed, Contractor shall contact the IWCC Chairman or her designee to schedule an initial kick-off session that shall occur within fifteen (15) days of contract execution. At the kick-off session, the Contractor's project team shall meet the IWCC project team to receive a high-level project summary.

#### 1.2.1.2 Project Schedules and Plans

Within five (5) business days from the Project Kick-Off Session, Contractor shall prepare and submit an initial draft of the resource loaded project schedule and a written plan to the Workers' Compensation Digitization Project Manager using Microsoft Word and Microsoft Project. This includes the submission of the electronic copy in MS Project 2010 format. The IWCC will work with the vendor to compile and submit the detailed project plans plus a project charter. The detailed project plan will be provided within sixty (60) business days from Award of Contract. This approval may take up to 30 calendar days after project plan submission. Vendor timelines should take this into consideration.

#### **The project schedule shall at a minimum:**

- Identify the steps and associated timelines necessary for Contractor to complete each task and related Deliverables in accordance with the Agreement and Statement of Work;
- Contain initial project Services schedule;
- Identify and contain Milestones, i.e., those actions and events that substantially impact the timely and successful completion of the ultimate Deliverable and successful project completion;
- Identify Contractor's personnel resources to be assigned that would include without limitation the number of personnel, their skill sets, planned dates and duration of deployment and all other related matters; and
- Identify IWCC personnel resource assignment needs, e.g., the number of participating IWCC personnel, their recommended skill sets, the desired dates and duration of deployment and all other related matters.

The Contractor and IWCC will jointly define and arrange for Contractor access to necessary documents.

#### **The detailed project plan shall at a minimum include the following:**

- a) Process and procedures for Deliverables acceptance.
- b) Include in the plan the hours and cost associated to the tasks listed. Costs and hours should be broken out for both Contract Staff and IWCC Staff.
- c) Any instructions and checklists regarding Contractor's preparations for on-site Services;
- d) Methodology and approach to achieve the Deliverables defined in the Statement of Work, including an estimate of IWCC resources required to support this effort. Once agreed upon, these will become part of the project Deliverables; and
- e) Process and procedures for project close out.

### 1.2.1.3. Project Status Updates / Meetings

Contractor shall prepare and submit weekly Project Status Reports. The Status Reports must be in a format approved by the IWCC. The Status Reports will report identified issues and risks and associated mitigation strategies in support of the Issues and Risk Management Plans. The Status Reports must be submitted to the IWCC Project Manager. Contractor may be required to attend meetings and present Project status as directed.

### 1.2.1.4. Contractor's Responsibilities

The Contractor's Project Management responsibilities include, but are not limited to:

- a) The Contractor will assign a Project Manager who will serve as a single point of contact for the IWCC regarding items that fall within the defined scope of this project. This person may not be a subcontractor;
- b) The Contractor shall maintain an up-to-date project plan and schedule throughout the duration of the project;
- c) The Contractor shall develop and execute a Communications Management Plan;
- d) The Contractor shall provide regular and frequent communication with the IWCC.
- e) The following describes the minimum level of required reports. The Contractor may suggest additional reports as deemed necessary;
  - A periodic report on the status of all Services in this work statement, the specific timeframe will be determined during Agreement negotiations. The report will highlight problems, special activities, and project schedule performance measures.
  - A weekly status report that describes the status, progress, and/or problems related to Services that is in progress;
- f) The Contractor shall manage project schedule and ensure timely completion of project tasks, Milestones and Deliverables;
- g) The Contractor shall organize and manage the contractor staff assigned to complete this project;
- h) The Contractor shall develop and execute a Risk Management Plan, assessing and managing risks on a continuous basis throughout the project;
- i) The Contractor shall develop and execute a Change Management Plan.
- j) The Contractor shall develop and execute an Issues Management Plan, managing project issues and escalate, as appropriate for resolution, to senior IWCC management;
- k) The Contractor shall provide overall Quality Assurance ensuring alignment with established standards and policies;
- l) The Contractor may acquire specialized expertise through the use of subcontract agreements. Subcontracts must be identified in the proposal. State must approve, in writing, any subcontractors added during the Agreement term;
- m) Provide Status Report updates;
- n) Attend meetings and present Project status as directed by the IWCC Project Manager.

### 1.2.1.5. Task 1 Project Planning and Management Deliverables

Deliverable	Due Date
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Conduct the Project Kick-off Session	TBD
Project Schedule	TBD
Detailed Project Plan, including Communication, Risk, Change, Issue Management, and Quality Assurance Plans	TBD
Weekly Status Reports	TBD
(Periodic) State meetings	TBD

**Acceptance Criteria:** All deliverables shall be submitted in MS Word format, MS Excel or MS Project format as appropriate, include all components identified above, and be consistent in form and content with Project Management Body of Knowledge (PMBOK) standards.

**IWCC Responsibility:** Assign necessary personnel, provide required resources and documents. Review and respond to Project Management reports by mutually agreed upon times.

### 1.2.2. Phase 1 - Task 2: Needs Assessment

The purpose of the Needs Assessment in this feasibility study is to identify the current and future IWCC needs, the existing Workers' Compensation system's ability to meet the current needs, and develop a Gap Analysis identifying how the future needs of the State will be met through this system digital transformation effort. The Contractor will present its methodology for conducting the Needs Assessment and Gap Analysis and will come to an agreement with the IWCC on the methodology to be used.

#### 1.2.2.1. Business Needs Assessment

The Contractor will document the current business needs and functions of the State as well as projecting future business needs based on the IWCC's strategic plan and input from IWCC and external stakeholders.

#### 1.2.2.2. Current System Functionality

The Contractor will create a description of the current system and its technology environment. The report shall at a minimum include:

- Analysis of technological platform(s) and architecture.

#### 1.2.2.3. Gap Analysis

The Contractor will produce a Gap Analysis report that compares the current business needs with the current systems functionality identifying gaps. This report should include an identification of what business needs are not being met by the existing systems (Current State Analysis), what future business needs are planned and the gaps in functionality that may be anticipated:

- a) Functionality that is missing or in need of automation from the current systems,
- b) Functionality in need of improvement or modification in the current systems.

#### 1.2.2.4. Request for Information (RFI)

The Contractor will write a Request for Information (RFI) to solicit information on potential options for a new system. This RFI is to gather information pertaining to the capacity of respondents to provide information for developing, implementing, and system modernization enhancement. It is anticipated that this RFI will gather detailed information about the methodology that a respondent has used in the past to assist other workers' compensation programs with legacy system modernization efforts.

#### 1.2.2.5. Conceptual System Design

The contractor will develop a Conceptual Design for each function of the new system selected for development.

#### 1.2.2.6. Task 2: Needs Assessment Deliverables

Deliverable	Due Date
Business Needs Assessment	TBD
Current System Functionality	TBD
Gap Analysis	TBD
Report Request for Information (RFI)	TBD
Conceptual System Design	TBD

**Acceptance Criteria:** All deliverables shall be submitted in MS Word format, MS Excel or MS Project format as appropriate, include all components identified above, and be consistent in form and content with PMBOK standards. Acceptance of the deliverable will be contingent upon review and approval by appropriate state staff

**IWCC Responsibility:** Assign necessary personnel, provide required resources and documents. Review and respond to Project Management reports by mutually agreed upon times.

#### 1.2.3. Task 3: Build vs Buy Analysis

The Contractor will identify the IWCC requirements for the new Workers' Compensation System, and research alternatives to meet those requirements.

##### 1.2.3.1. Requirements Analysis

The Contractor will review the existing system, including system documentation, review State requirements, and meet with stakeholders to identify work flow processes, baseline functional and technical requirements for which the Contractor will assess the system alternatives. The Contractor will produce a Baseline Requirements Document which will contain the strategic objectives, business requirements, technical requirements and State requirements of the Workers' Compensation system. As shown in 1.2.2.5 above the Contractor will develop a Conceptual Design for each function of the new system selected for development to be used in conjunction with the analysis completed.

The Contractor will work with the IWCC project management staff to establish evaluation criteria for the Alternative Analysis. The evaluation criteria shall include factors to be used in the evaluation, the weighting of the factors, and the evaluation methodology that will be used to evaluate the system

alternatives. The factors to be considered shall at a minimum include: conformance to baseline requirements, conversion requirements, conversion cost, work flow and business process impact, development cost, maintenance cost, maintenance ease, ease of use, ease of operation, training requirements, capacity and growth, response times, vendor support, data reliability, and any other relevant considerations.

### **1.2.3.2. Alternatives Analysis**

The Contractor will also identify for evaluation at least two (2) distinct technical architectures for a new system that is capable of meeting the baseline requirements and will support the alternative systems listed below.

In all, the Contractor will have the following alternatives for evaluation:

- transfer an existing system from another state or jurisdiction
- new development
- Commercial-Off-The-Shelf (COTS) solution
- some combination of these approaches (Hybrid)
- other approach

The Contractor will research each of the alternatives identified. The evaluation framework will be used to guide data collection and analysis for each of the alternatives. The analysis shall at a minimum include, for each proposed alternative, an evaluation of the functional and application architecture, database architecture, network architecture and potential hardware and software vendors. The implications of each alternative for data conversion, training, maintenance, and operation will be researched.

The Contractor will evaluate each alternative against the Baseline Requirements and rate the ability of the alternative to fulfill each requirement. An Evaluation Criteria Matrix will be completed for each alternative, including status quo, as well as a side by side comparison of the alternatives to facilitate decision making and recommendations.

If the transfer system option were chosen, where appropriate, the IWCC would try to adopt the current policies, procedures and practices from the transfer state in order to minimize the changes needed to the transfer system. The Feasibility Study should determine the cost effectiveness of developing the transfer system using this approach. The Feasibility study should detail for any transfer system exactly what policies and procedures IWCC would need to change and/or modify to successfully implement that transfer system.

### **1.2.3.3. Cost Benefit Analysis**

The Contractor shall develop a Cost/Benefit Analysis (CBA) of the alternatives systems selected by the Alternatives Analysis. Include costs of current and projected operations as a baseline for (1) Determining which alternative to select for automation and (2) measuring costs and benefits of the implemented and operational system over time.

**1.2.3.3.1. Current State Costs**

The Contractor and IWCC will jointly determine the current operational costs of the Workers’ Compensation Systems for the baseline and status quo alternative. Costs for the current system are expressed in terms of total system operational costs including State costs projected over the system’s life in accordance with the approved State Plan. The Contractor and State will measure current costs and project anticipated costs over a period of time matching the system’s life of the project. Annual costs will be identified, totaled and discounted for present value to create a current State Cost Profile.

**1.2.3.3.2. Cost Profiles**

The Contractor will determine total system life costs, including IWCC costs, for each alternative in the Feasibility Study’s Analysis of Alternatives. Recurring and non-recurring costs will be calculated separately for both the system development and operational stages. Development costs for all alternatives will be estimated using the same defined software estimation methodology. Non-recurring cost categories will include facilities, equipment, software purchase, shipping, installation, conversion, personnel, procurement training, etc. Recurring costs will include facilities, equipment and software lease/maintenance, personnel, support services, travel, training, supplies, overhead, etc. For each alternative approach, monthly costs will be identified, totaled annually and discounted for present value to create a System Life Cost profile.

**1.2.3.3.3. Benefits Profiles**

The Contractor and State will jointly identify benefits that apply to the status quo and each alternative over the systems life. This will include both qualitative and quantitative benefits. Benefits should relate directly to the system objectives defined in the Feasibility Study.

The Contractor will quantify benefits using the same estimation techniques for all alternatives. For status quo and for each alternative approach, monthly benefits will be identified, totaled annually and discounted for present value to create a System Life Benefit Profile.

The Contractor will develop a Cost/Benefit Profile for each alternative and the current state using cumulative costs, the System Life Benefit Profile and the qualitative benefits. The Cost/Benefit Profiles for each alternative will be combined to form a Cost/Benefit report that will contain, for each alternative and the status quo, the Net Benefit or Net Cost, the Benefit/Cost ratio and the breakeven or pay back date. This profile will include a side by side comparison of the alternatives.

**1.2.3.4. Task 3 Build vs Buy Analysis Deliverables**

Deliverable	Due Date
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Baseline Requirements Document	TBD
Requirements Analysis	TBD
Alternatives Analysis	TBD
Cost / Benefit Analysis	TBD

**Acceptance Criteria:** All deliverables shall be submitted in MS Word format, MS Excel or MS Project format as appropriate, include all components identified above, and be consistent in form and content with Project Management Body of Knowledge (PMBOK) standards. Acceptance of the deliverable will be contingent upon review and approval by appropriate state staff

**State Responsibility:** Assign necessary personnel, provide required resources and documents. Review and respond to Project Management reports by mutually agreed upon times.

#### 1.2.4. Phase 1 - Task 4: Enterprise IT Governance Process

##### High Level Plan Development

##### 1.2.4.1. Document Preparation

Once a determination is made by the IWCC as to the alternative selected, the Contractor shall develop the Enterprise IT Governance Process High Level Plan for the Digital Transformation project.

The High Level Plan sets forth specific detailed information for the Business Requirements and Technical Requirements and summarizes or provides key documents prepared during the Planning Phase. The detail in the High Level Plan should be commensurate with the complexity and scope of the Digital Transformation project effort.

The Contractor shall develop an executive summary for the Digital Transformation Project for inclusion in the High Level Plan. The contractor will follow the specifications provided by the Enterprise IT Governance Process.

(<http://www.illinois.gov/bccs/services/governance/Pages/default.aspx>)

##### 1.2.4.2. Project Schedule

The Contractor shall assist in the development a Project Management Plan (PMP) that summarizes the Digital Transformation Project activities, deliverables and products; organization; IWCC and Contractor resource needs.

The Plan shall include the following sections:

Section 1 – Approach, Scope, Methods, Activities, Schedule and Deliverables

Section 2 – Project Organization and Personnel Resources

Section 3 – State and Contractor Resource Needs

To support timely review by the Enterprise IT Governance Process, the schedule shall provide a workflow Work Breakdown Structure (WBS) chart addressing Digital Transformation Project



activities, documentation, and implementation of Contractor Deliverables. Relationships between activities and sequential provisions included to check progress.

**1.2.4.3. Proposed Budget**

The Contractor shall meet with IWCC Digital Transformation Project Management Team to acquire the necessary data to develop the proposed budget for the Digital Transformation Project effort. The proposed budget shall consider the cost for the Digital Transformation Project Implementation Phase activities. This should include, but not be limited to, system software and data conversion, software development, computer capacity planning, implementation contractor costs, supplies, training, maintenance, and operations.

The developed IWCC Digitization Project budget shall detail estimated expenditures by category, with cost projections summarized annually and totaled for the project. Budget data may be broken down by task (or phase) and category, if deemed necessary.

**1.2.4.4. Security**

The Contractor shall, in conjunction with the Workers’ Compensation Digitization Project Management Team, develop requirements for the Workers’ Compensation Digitization System regarding the safeguarding of data in accordance with State requirements.

**1.2.4.5. Task 4 : Enterprise IT Governance Process Deliverables**

Deliverable	Due Date
Enterprise IT Governance Process High Level Plan Development including executive summary and business and technical requirements	TBD
Project Schedule	TBD
Proposed Budget	TBD
Security Requirements Document	TBD

**Acceptance Criteria:** All deliverables shall be submitted in MS Word format, MS Excel or MS Project format as appropriate, include all components identified above, and be consistent in form and content with PMBOK standards. Acceptance of the deliverable will be contingent upon review and approval by appropriate state staff

**State Responsibility:** Assign necessary personnel, provide required resources and documents. Review and respond to Project Management reports by mutually agreed upon times.

**1.2.5. Phase 1 - Task 5: Request for Proposal (RFP)**

The Contractor shall draft and develop a Request for Proposal to procure services of an outside vendor to complete the IWCC Digital Transformation Project Implementation Phase. This RFP will include all the system requirements and must receive Enterprise IT Governance Process approval.

This should include, but not be limited to:

Provide an overview of the State’s goals.

Explain the existing technology and technical environment.

Provide a list of business, functional/non-functional, regulatory, and technical requirements with instructions for how the vendor needs to respond that covers all the areas of IWCC need.

Provide a list of other key questions to which the solutions vendor needs to respond, including the history and strength of the company (including financials, existing number of installs by release, etc.), anticipated release schedule, and detailed references (including release installed, role of software vendor in implementation, existing support agreement, etc.).

Provide a price request section that helps break overall costs down into key categories in order to be able to calculate Total Cost of Ownership based on proposals.

Draft an RFP pursuant to the requirements of the Illinois Procurement Code and the Illinois Administrative Code.

Submit an RFP that is readable, easy to follow and written to compel structured responses.

#### 1.2.5.1 Task 5 Request for Proposal (RFP) Deliverables

Deliverable	Due Date
Digital Transformation Project Implementation Phase RFP	TBD

**Acceptance Criteria:** All deliverables shall be submitted in MS Word format, MS Excel or MS Project format as appropriate, include all components identified above, and be consistent in form and content with PMBOK standards. Acceptance of the deliverable will be contingent upon review and approval by appropriate state staff

**State Responsibility:** Assign necessary personnel, provide required resources and documents. Review and respond to Project Management reports by mutually agreed upon times.

#### 1.2.6 Phase 1 - Task 6: Project Updates

##### 1.2.6.1. Document maintenance

The Contractor will be responsible for the maintenance and update of all contract deliverable documents prior to the end of the contract.

##### 1.2.6.2. Task 6 Project Updates Deliverables

Deliverable	Due Date
Update Project Documents	TBD

**Acceptance Criteria:** All deliverables shall be submitted in MS Word format, MS Excel or MS Project format as appropriate, include all components identified above, and be consistent in form and content with PMBOK standards. Acceptance of the deliverable will be contingent upon review and approval by appropriate state staff

**State Responsibility:** Assign necessary personnel, provide required resources and documents. Review and respond to Project Management reports by mutually agreed upon times.

### 1.2.7 Phase 1 - Task 7: Project Closeout

#### 1.2.7.1. Closeout

At the conclusion of all Services, the Contractor shall create and deliver a Project Closeout document that at a minimum summarizes:

- Major accomplishments;
- Deliverables Checklist;
- Performance to schedule;
- Performance to budget;
- Satisfaction and Acceptance of All Project Services;
- Lessons Learned; and
- Outstanding risk or issues

#### 1.2.7.2. Task 7 Project Closeout Deliverables

Deliverable	Due Date
Project Closeout Documents	TBD

**Acceptance Criteria:** All deliverables shall be submitted in MS Word format, MS Excel or MS Project format as appropriate, include all components identified above, and be consistent in form and content with PMBOK standards. Acceptance of the deliverable will be contingent upon review and approval by appropriate state staff

**State Responsibility:** Assign necessary personnel, provide required resources and documents. Review and respond to Project Management reports by mutually agreed upon times.

### 1.2.2 PHASE 2 ACTIVITIES (*Accessible by Execution of a Statement of Work*):

#### A. Project Management Plan and Quality Assurance

The development and ongoing refinement of a Project Management Plan is an invaluable deliverable in completing this project. Related to the development of that plan, the IWCC may elect to contract with the Phase 1 vendor for a range of PMO services that include but are not limited to the following activities.

The IWCC would access the services listed below from the PMO vendor by means of a statement of work referenced above:

- **Communication Approach:** The PMO vendor shall present a method to communicate the objectives, status, and goals of the project.
- **Documentation and Standards:** The PMO vendor shall list applicable standards that will be maintained throughout the project as well as describe documentation structure.
- **Information Repository and Accessibility:** The PMO vendor shall identify where staff can access project documentation, archive rules, and staff accessibility.
- **Decision-Making and Responsibilities:** The PMO vendor shall describe the decision-making process as well as team/staff responsibilities.
- **Status Reporting:** The PMO vendor shall develop a dashboard to measure cost, quality and schedule compliance. It should also include a report schedule: *i.e.*, weekly status reports, monthly progress reports.
- **Risk Management Process:** Based on its expertise, the PMO vendor shall define processes that identify areas of risk, continually measuring the potential for compromise to schedule, budget and quality, develop risk response and management efforts.
- **Problem Resolution Process:** The PMO vendor shall develop a process in which problem/issues will be tracked, prioritized and resolved. The PMO vendor shall also describe escalation processes to resolve issues when the impact of non-resolution will compromise cost, quality and schedule.
- **Release/Roll-out Management.**
- **Periodic Executive Briefings** summarizing the extent of progress as compared to the schedule and plan set forth in the Project Management Plan. The presentation would include, but not be limited to, project metrics on cost, quality, and schedule.
- **Deliverables Reviews:** The PMO vendor shall coordinate the determination of whether a given deliverable or set of deliverables has been successfully met by the Implementation vendor, and the appropriate sign-offs have been given.

**D.3. MILESTONES AND DELIVERABLES:**

Task	Deliverables	Due Date
1. Project Planning and Management		
	Conduct the Project Kick-off Session	Fifteen (15)

		days from Award of Contract
	Completed Project Schedule	Five (5) days from Kick-Off Session
	Detailed Project Plan, including Communication, Risk, Change, Issue Management, and Quality Assurance Plans	Sixty (60) days from Award of Contract
	Weekly Status Reports	Weekly
	(Periodic) State meetings	
2. Needs Assessment		TBD
	Business Needs Assessment	
	Current System Functionality	
	Gap Analysis Report	
	Request for Information (RFI)	
	Conceptual System Design	
3. Build vs Buy Analysis		TBD
	Baseline Requirements Document	
	Requirements Analysis	
	Analysis of Alternatives	
	Cost / Benefit Analysis	

4. Enterprise IT Governance Process		TBD
	Enterprise IT Governance Process High Level Plan Development including executive summary and business and technical requirements	
	Project Schedule	
	Proposed Budget	
	Security Requirements Document	
5. Request for Proposal(RFP)		TBD
	Digital Transformation Project Implementation Phase RFP	
6. Project Updates		TBD
	Update Project Documents	
7. Project Closeout		TBD
	Project Closeout Documents	

- D.4. OFFEROR / STAFF SPECIFICATIONS:** The Vendor will provide the functional and technical skills/experience to perform the stated scope of Digital Transformation. The Vendor will provide a point of contact for the services to be performed. The Vendor and the personnel assigned must have extensive governmental, business operations engineering, and information technology experience. The Vendor must gain expressed written consent from the IWCC before proceeding with any changes in staffing. The IWCC reserves the right to require the replacement of personnel where reasonable and rational cause exists or if replacement is in the best interest of the IWCC. The IWCC will require the Vendor to replace the aforementioned staff member(s) with personnel that has equal or better qualifications. The Vendor must gain expressed written consent from the IWCC before proceeding with any replacement of Vendor staff.
- D.5. TRANSPORTATION AND DELIVERY TERMS:** Vendor must provide all transportation and delivery costs necessary to complete work, including travel to or from IWCC work sites at the Vendor's cost.
- 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: See section 2.1, infra.

## **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.
- 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: : Springfield, Illinois and Chicago, Illinois
- D.8.4. Percentage of contract of services performed at this location: : Springfield, Illinois (10%) and Chicago, Illinois (90%)

**Include Part D and related attachments in Packet 1**

# STATE OF ILLINOIS PRICING

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## 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:

For Phase 1 the State requests deliverable pricing which will be fixed overall. Additionally, for informational purposes only, the State requests that vendors provide an estimate of the cost of each component of the overall total fixed price. For purposes of this section, "component" refers to the discrete tasks set forth, supra, Section D.2 Phase 1 activities and D.3

For Phase 2 the State requests that vendors provide pricing in the form of a fixed total cost for each year of Phase 2 activities performed. See supra, Section D.2 1.2.2 Phase 2 activities.

"Pricing Sheet- RFP," as attached to solicitation, is required to be completed. "Pricing Sheet – PMO," as attached to solicitation, is required to be completed l..

#### 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 for Phase 1 is **firm**. Pricing pursuant to this contract for Phase 2 is subject to agreement between the vendor and the State on a SOW and a price, which negotiation shall take place at the State's election after the commencement of the project.

E.3. **EXPENSES ALLOWED:** Expenses  are not allowed  are allowed..

E.4. **DISCOUNT:** The State may receive a Click here to enter text. % discount for payment within Click here to enter text. days of receipt of correct invoice. This discount will not be a factor in making the award.

E.5. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

E.6. **OFFEROR'S PRICING OFFER:** Attach completed Pricing Sheet(s)

E.6.1. Offeror's Price for the Initial Term: Click here to enter text.

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.

E.6.2.1. Agency/University Formula for Determining Renewal Compensation: Enter text



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**

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**SECTION 3.**

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

**1.1. TERM OF THIS CONTRACT:** This contract has an initial term of *24 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 seven (7) 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): *Seven optional one year renewals*.

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.

Send invoices to:

Agency/University:	Illinois Workers' Compensation Commission
Attn:	Steve Gaffney
Address:	100 W. Randolph, Suite 8-200
City, State Zip	Chicago, IL 60601

**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](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- F.18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- F.19. CONTRACTUAL AUTHORITY:** The Agency/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.



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

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

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

Signed: \_\_\_\_\_

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

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

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

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**H.1.** State Supplemental Provisions:

Agency/University Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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.

[Click here to enter text.](#)

Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

Other (describe)

[Click here to enter text.](#)

# STATE OF ILLINOIS

## SUBCONTRACTOR DISCLOSURE

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**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 [Click here to enter text.](#)

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

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

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

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

Description of Work: [Click here to enter text.](#)

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

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

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

Description of Work: [Click here to enter text.](#)

**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

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Provide references from established firms or government agencies ([Click here to enter text.](#)) 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): [Click here to enter text.](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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