

**Office of the Secretary of State  
State of Illinois  
PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager

FROM: Office of the Secretary of State  
Budget & Fiscal Management, Purchasing Division  
124 Howlett Building  
Springfield, IL 62756

DATE: August 28, 2008

SUBJECT: (PROJECT TITLE / REFERENCE **SOS Real ID Program # 09RI 113000**)

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

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

**Brief Description:**

The Office of the Secretary of State is seeking qualified vendors to design, develop and implement a solution to satisfy the requirements of the REAL ID Act. This request for proposals (RFP) provides interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by the Office of the Illinois Secretary of State.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers." This section advises what you need to know and do when preparing and submitting an offer to us. It also tells how we will evaluate your offer. The first page of the Instructions, the "Custom Page" will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposals and may sometimes be called a "bid" or "proposal".
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your company requested in the "Vendor Prequalification" section, including certain conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information we will not be able to consider your response.

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

**INSTRUCTIONS FOR SUBMITTING OFFERS  
(CUSTOM PAGE)**

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- 1.1 SUBMIT OFFERS TO:**  
Office of the Secretary of State  
Budget & Fiscal Management  
Attn: Purchasing Division  
124 Howlett Building  
Springfield, IL 62756
- LABEL:**  
Office of the Secretary of State  
Budget & Fiscal Mgmt.; Purchasing Division  
Real ID Department  
SOS Real ID Program; 09RI 113000  
Due: October 1, 2008 Time: 2:00 PM

Electronic Format Requested: **Yes (one copy)**  
(Note: Offers will be opened at the above address.)

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- 1.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:**  
Date: October 1, 2008  
Time: 2:00 PM
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- 1.3 NUMBER OF COPIES:** Submit a signed original and 11 copies of your offer in a sealed container. *If this is a Request for Proposals, submit price in a separate sealed envelope in the Offer Container.*
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- 1.4 OFFER FIRM TIME:** 90 Days from Opening
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- 1.5 SECURITY:** Offer \$N/A      Performance \$N/A
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- 1.6 VENDOR CONFERENCE/SITE VISIT:**  Yes     No  
**Mandatory Attendance:**  Yes     No  
**Date and Time:** Thursday September 18, 2008 at 9:00am – 4:00pm Central Standard Time  
**Location:** SOS Howlett Building; 501 S. Spring, Springfield, IL 62561 (Auditorium)  
**Contact Number to Schedule Visit:** See Registration Form/Proposal Templates File
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- 1.7 PROJECT CONTACT:**  
Office of the Secretary of State  
Attn: Purchasing Division  
Budget & Fiscal Management  
124 Howlett Building  
Springfield, IL 62756  
Phone : 217/782-8892, Fax: 217/524-0785  
E-mail: dmarcy@ilsos.net
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- 1.8 PROTEST REVIEW OFFICE:**  
Office of the Secretary of State  
Attn: Purchasing Division  
Budget & Fiscal Management  
Howlett Building  
Springfield, IL 62756    Phone : 217/782-8892    Fax: 217/524-0785

- 1.9 SMALL BUSINESS SET-ASIDE:** Yes \_\_\_ No \_X\_. If "Yes" is marked this has been set-aside for award to small businesses in Illinois (**30 ILCS 500/45-45**). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.
- 1.10 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at [www.legis.state.il.us/ilcs/chapterlist.html](http://www.legis.state.il.us/ilcs/chapterlist.html). The Illinois Procurement Code (**30 ILCS 500**) and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed by registered users at <http://www.purchase.state.il.us>.
- 1.11 ILLINOIS PROCUREMENT BULLETIN.** We publish in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. You may register to view and download procurement information at <http://www.purchase.state.il.us>. You are responsible for monitoring the Bulletin and we cannot be held responsible if you fail to receive the optional e-mail notices.
- 1.12 SUBMISSION OF OFFER.** (see CUSTOM PAGE). You may mail or hand deliver offers, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized on the CUSTOM PAGE. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery and at the delivery site.
- 1.13 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer is required (see CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.
- 1.14 MODIFICATION / WITHDRAWAL OF OFFER.** Written requests to modify or withdraw the offer received by the State prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 1.15 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the State PROJECT CONTACT (see CUSTOM PAGE). Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the AGENCY. We will provide written answers to questions of a general nature or which would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the State.
- 1.16 VENDOR CONFERENCE/SITE VISIT.** (see CUSTOM PAGE). Attendance is mandatory, if so designated on the CUSTOM PAGE, as a condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the State's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

- 1.17 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.18 OPENING.** (see CUSTOM PAGE). We will open all offers properly and timely submitted, and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission.
- 1.19 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.
- 1.20 OFFER FIRM TIME.** (see CUSTOM PAGE). Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.
- 1.21 SECURITY.** (see CUSTOM PAGE). You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.22 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.23 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.
- 1.24 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice and will post the notice to the Illinois Procurement Bulletin. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.
- 1.25 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. Protests of specifications must be submitted within 7 calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE, or if there is no such designation to the PROJECT CONTACT (see CUSTOM PAGE). We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.26 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s). The PROJECT CONTACT may not be so authorized.
- 1.27 COMMENCEMENT OF WORK.** If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your risk.

- 1.28 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the State's benefit only and is to provide the State with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the State.
- 1.29 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.
- 1.30 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.
- 1.31 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code and other applicable laws and rules. Vendors claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer labeled "Confidential Information". This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award the name of the winning vendor and price as well as sufficient information from that offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name, and in the case of IFBs, the price) after award of the losing offers. Final results of the State's evaluation shall be public.
- 1.32 PUBLIC CONTRACTS NUMBER.** Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.
- 1.33 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from [www.sos.state.il.us/departments/business\\_services/bca.html](http://www.sos.state.il.us/departments/business_services/bca.html).
- 1.34 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.35 CONTRACTOR SUSPENSION.** Any contractor may be suspended for violation of this Code or for failure to conform to specifications or terms of delivery. Suspension shall be for cause and may be for a period of up to the maximum provided by law at the discretion of the applicable chief procurement officer. Contractors may be debarred in accordance with rules promulgated by the chief procurement officer or as otherwise provided by law. (**30 ILCS 500/50-65**)
- 1.36 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and Services" and "Vendor Prequalification" information. **You must complete, respond to and submit all sections of each set of forms including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see CUSTOM PAGE). The electronic version may include additional instructions.
- 1) **CONTRACT FOR SUPPLIES AND SERVICES.**  
This is the part of the solicitation that shows what we require in terms of specifications, contract terms and other requirements. The Contract for Supplies and Services is arranged as follows:

Contract Format and Signature  
Description of Supplies and Services

Pricing/Compensation  
Standard Terms, Conditions and Certifications  
Supplemental Terms and Conditions  
Vendor Provided Additional Material and Exceptions

The Contract Format and Signature identifies the parties and the other elements of what will be the contract. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the State's forms with the offer) as modified by any exceptions properly noted. The State may accept your offer as submitted by signing the Contract Format and Signature page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you.

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

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

The attachment, Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose.

2.) **VENDOR PREQUALIFICATION.**

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

Vendor Prequalification Format and Signature  
Business and Directory information  
References  
Department of Human Rights Public Contract Number  
Minority, Female, Person with a Disability Status and Subcontracting  
Conflict of Interest Disclosures  
Taxpayer Identification Number

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

- a) **Administrative Compliance.** We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submit it late. Failure to meet other requirements could result in rejection.
- b) **Vendor Responsibility.** We will determine whether the VENDOR submitting the offer is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A VENDOR must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- c) Evaluation of "responsiveness" and "price" differ depending on the type of solicitation. The evaluation and award criteria for each type of solicitation (Invitation for Bids, Request for Proposals, and Request for Proposals for Professional and Artistic Services) are shown in the following subsections. Only the appropriate subsection applies to this solicitation. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the State's needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to use our discretion to eliminate offers that we deem unacceptable.
- d) Invitation for Bids. We will identify the lowest cost offer and may rank the others in order of price. The responsible VENDOR who submitted the lowest cost offer that meets "administrative" and "responsiveness" requirements shall be eligible for award.
- e) Request for Proposals (including for Professional and Artistic Services). We will determine how well offers meet our requirements in terms of "responsiveness" to the specifications. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award. The "responsible" offeror whose offer meets "administrative" requirements and whose offer is most advantageous shall be eligible for award. If we do not consider the price submitted in response to any type of RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked vendor. We will determine whether the price is fair and reasonable by considering the offer, including the vendor's qualifications, the vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described below:

Vendors who would like to submit more than one option may do so, but they must be submitted as separate proposals and each will be evaluated independent from the other.

Proposals will be evaluated in three phases:

- Phase 1: Written proposals
- Phase 2: Vendor presentations
- Phase 3: Cost proposals

***Phase 1: Evaluation of written proposals***

The written proposals must be submitted in the required format and must include all mandatory sections to be considered responsive. Non-responsive proposals will not be given a score. Responsive proposals will be evaluated and given a score for each section.

**Proposals must receive a minimum of 400 of the total 520 possible cumulative points, including a required minimum of 300 of the 520 points must be earned in Sections H - O to advance to the Phase 2 Vendor Presentations.**

**Point Values Per Section**

	<b>Requirements Section</b>	<b>Total Possible Points</b>	
<b>A</b>	Key Personnel Requirements	15	
<b>B</b>	Planning & Project Management Requirements	20	
<b>C</b>	Change Control Requirements	20	
<b>D</b>	Testing / Quality Control Requirements	20	
<b>E</b>	Real ID Specific Security Requirements	0	
<b>F</b>	Training Requirements	30	
<b>G</b>	Implementation & Support Requirements	20	
		<b>Subtotal:</b>	125
<b>H</b>	Application Workflow Requirements	165	
<b>I</b>	Appointment Scheduling Requirements	25	
<b>J</b>	Document Scanning Requirements	50	
<b>K</b>	Declaration & Electronic Signature	20	
<b>L</b>	Record Check Requirements	30	
<b>M</b>	Verification Requirements	35	
<b>N</b>	Central Issuance Interface Requirements	20	
<b>O</b>	Additional Technical Requirements	50	
		<b>Subtotal:</b>	395
		<b>Total Possible Points</b>	<b>520</b>

***Phase 2: Evaluation of vendor presentations***

The vendor presentations will be by invitation only and will be held in Springfield, Illinois. The invitation will include information about what the presentation must cover. Presentations will be evaluated on a Pass / Fail basis, those presentations that Pass will be considered for contract award.

***Phase 3: Evaluation of cost proposals***

All of the proposals that make it to the evaluation of cost will be considered equal without regard to scores received for the written proposals. The recommendation for award will be based on the lowest cost. This will include upfront as well as long-term costs (5 years). All cost proposals must make any maintenance or ongoing costs very clear. (see section 6.2)

**Cost**

**Payment Terms**

Payment will be tied to milestones based on the deliverables received and approved for each phase of the project. Each phase below requires signoff from the SOS REAL ID Project Manager and other SOS representatives (to be determined for each phase).

**20%**      **Design Phase** – completion and acceptance of all design deliverables  
(estimated completion February 2009)

**20%**      **Development / Testing Phase** – completion of all development; completion of all phases of testing including signoff of User Acceptance Testing  
(estimated completion September 2009)



- 20%**      **Implementation / Support Phase** – completion of the two (2) facility pilot; completion of the roll-out to ten (10) REAL ID facilities  
(estimated completion March 2010)
- 25%**      **Final Acceptance of the System** – completion of six (6) months of *successful production* in ten (10) REAL ID facilities  
(estimated completion September 2010)
- 15%**      **Support / Transition** – completion of twelve (12) months of *successful production* AFTER final acceptance of the product; completion of successful training and transition of primary support to SOS staff  
(estimated completion September 2011)

*Successful production* will be defined based upon the required functionality, performance times, and system availability.

**Cost Proposal**

You must use the pricing table template provided in Attachment 2.

If you are proposing more than one pricing option, you must submit those options as completely separate proposals. Each cost proposal submitted should contain one complete option. SOS will not attempt to separate cost proposals with multiple options submitted on a single pricing table or in a single envelope. All proposals will be evaluated separately.

All cost proposals must clearly separate programming costs, software costs, equipment costs (if required), support and maintenance costs, training costs, etc., in accordance with the line items in the pricing table. Software license costs must be itemized and priced separately for each required license. Any long-term costs for support and maintenance, license fees, etc., must be included for five (5) years after the original three (3) year contract term

**Long-term Costs** – If the proposed solution will involve on-going, long-term support and maintenance costs, those costs must be clearly stated in the cost proposal. The determination of the total cost will include the upfront costs for the initial three (3) year contract term PLUS the long-term costs for an additional five (5) years. *See the example below:*

**Example:**

Proposal #	Upfront Contract Cost (3 years)	+	Long-term Cost (5 years)	=	Total Cost
1	\$200,000	+	\$1,500,000	=	\$1,700,000
2	\$500,000	+	\$1,000,000	=	\$1,500,000
3	\$700,000	+	\$500,000	=	\$1,200,000

In this example, proposal #3 has the lowest total cost and therefore, would win the cost evaluation and become the intended vendor for contract award.

- f) Alternative Evaluation. If three or fewer offers are received in response to either type of request for proposals, the offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points). **END OF INSTRUCTIONS**



**TERM OF CONTRACT**

a. Beginning and end date of initial term:

The Contract shall begin upon notice of award and continue for three (3) years or upon completion of the project.

b. Renewal:

None

c. Early Termination:

The Vendor recognizes that development and implementation of a REAL ID system is contingent on numerous factors beyond the control of the Secretary of State. These factors include, but are not limited to, federal mandates, state and federal funding, and state authorization. Therefore, the Secretary of State may terminate this Agreement, without cause, upon 30 days written notice to the Vendor. In the event of termination pursuant to this clause, Vendor will be paid for all work performed up to and including the date of termination.

**DESCRIPTION OF SUPPLIES AND SERVICES**

**SCOPE:** The Office of the Secretary of State is soliciting bids from qualified vendors to perform the following:

- Part I: Design & Development of REAL ID Solution
- Part II: Central Issuance of REAL ID Identification Cards (to be released in a separate Procurement Opportunity)

**Schedule of Events (Subject to Change)**

<b>Date</b>	<b>Events</b>
August 29, 2008	Release of RFP
September 15, 2008	Deadline for Pre-bid Conference Registration
September 18, 2008	Pre-bid Conference
September 25, 2008	Deadline for Written Questions
October 1, 2008	Bid Opening (2pm CST)
October 10, 2008	Registration of Vendor Presentations ( <i>By Invitation Only</i> )
October 22-23, 2008	Vendor Presentations
October 31, 2008	Notice of Intent to Award
November 7, 2008	Contract Negotiations/Notice of Award

**Section 1: Project Overview and Instructions**

**1.0 Project Overview**

**1.1 Purpose**

This request for proposals (RFP) provides interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by the Office of the Illinois Secretary of State to design, develop, and implement a solution to satisfy the requirements of the REAL ID Act, (Public Law 109-13).

**1.2 Pre-bid Conference (Mandatory)**

A mandatory pre-bid conference will be held on:

**September 18, 2008, 9am – 4pm, CST**

**Location:**

**Illinois Office of the Secretary of State  
 Michael J. Howlett Bldg.  
 501 S. 2nd St., Auditorium  
 Springfield, IL 62756**

Due to the importance of all Vendors having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a mandatory requirement for submitting a proposal. Proposals will only be accepted from those Vendors who are represented at this conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster.

Attendees should bring a copy of the solicitation with them. **Copies will not be provided at the conference.** Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Registration for the pre-bid conference is required in advance. The registration form can be found in the attachment to this RFP. You may email your registration forms to [dmarcy@ilsos.net](mailto:dmarcy@ilsos.net), or fax them to 217-524-0785, attn: Darrell Marcy.

Vendors are encouraged to submit questions in writing via email to [dmarcy@ilsos.net](mailto:dmarcy@ilsos.net) no later than 3:00pm CST, Friday September 12, 2008. SOS shall provide answers to those questions during the Pre-Bid Conference. Final questions must be submitted to the above address no later than 3:00pm CST, Thursday September 25, 2008. Answers to those questions shall be posted on the State of Illinois Procurement website located at: <http://www.purchase.state.il.us>.

### 1.3 Vendor Presentations (Mandatory, by invitation)

Based on the scores from the written proposals, some vendors will be invited to make in-person presentations in Springfield, IL. The presentation must follow the template provided and cover all required points.

### 1.4 Submitting a Proposal – Instructions for Vendors

**It is the responsibility of each vendor to:**

**Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State.

**Use the forms provided**, i.e., cover page, sample budget form, proposal template, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items **MUST** be included in the response to be considered responsive. Failure to include any of these items may result in a non-responsive determination. Proposals that are marked non-responsive will not be given a score.

- Participation in the Pre-bid conference
- Proposal submitted in required format using template provided
  - o Includes acceptance of ALL mandatory requirements
- Resumés for Key Personnel
- Draft Project Workplan
- Sample Status Report
- Statement of assurance regarding timeline or alternate timeline
- Description of communication / coordination approach
- Draft Change Control Plan
  - o Sample Change Request Forms
- Draft Quality Assurance Plan
- Draft Testing Plan
- Draft Training Plan
- Draft Implementation Plan
- Draft Service Level Agreement
- List of all Proprietary or Third Party Software

**Section 2: Scope of Work**

**2.0 Part I: Design & Development of REAL ID Solution**

**2.1 Description of Approach**

Pursuant to the Federal REAL ID Act (Public Law 109-13), the Office of the Illinois Secretary of State, will issue a REAL ID Identification credential that will be separate from the driver license or non-compliant identification card. This will allow Illinois to:

- Meet the DHS requirements of REAL ID material compliance by December 31, 2009
- Meet the REAL ID full compliance by May 11, 2011
- Reduce the cost of implementation
- Effectively manage privacy issues pertaining to personally identifiable information
- Create a completely **voluntary process** with no impact to those citizens who are not interested in a REAL ID

The approach to issue a separate REAL ID Compliant Identification Card will include:

- Potentially, 20 or more dedicated REAL ID Facilities geographically located across the state to cover the state population along with a process for expedited service
  - REAL ID Facilities will be single-purpose. They will not offer driver or vehicle services.
  - Central office for back-end processing of verifications and exceptions prior to the record being sent for printing
  - There could be a fewer number of locations, but will equal approximately 100 public service workstations around the state
- Central issuance of the REAL ID identification card to allow the verifications to be managed in the back office, as opposed to a public facility
- Dedicated REAL ID application and database separate from the driver application and database
- New personnel to manage the back office operations and facility services
- Physical security focused on central issuance site and associated REAL ID facilities
- Appointment scheduling system to manage the flow of applicants through the REAL ID facilities
- Use of REAL ID Facilities to pilot physical and data security enhancements for potential expansion to all Driver Services' Facilities
- SOS reserves the right to increase or decrease the number of locations.

## 2.2 Project Objectives

### 2.2.1 Vendor Responsibilities

- Design and develop a system for use in facilities and the central office that processes REAL ID applications
- Work with the selected Central Issuance Vendor to ensure smooth integration of their card issuance system with the REAL ID application system
- Provide training to facility operations staff and IT development and support staff prior to implementation
- Coordinate a production pilot at two REAL ID Facilities
- Develop and manage a plan for implementation and rollout to all REAL ID Facilities
- Provide on-going production support

## 2.3 Scope of Work Overview

SOS is seeking a vendor to assist with the planning, design, development and implementation of a solution to meet the requirements of the REAL ID Act (Public Law 109-13).

### Design Services – Complete Solution for REAL ID

The vendor will be required to design an application that includes the following electronic interfaces:

- SOS host environment
- Driver's license application system
- Central issuance vendor system (vendor to be determined)
- SOS Facial Recognition System (currently Viisage system)
- SOS Document Management System
- Federal and State verification systems including the national verification hub (when it becomes available)
- Other Federal and State systems as needed

The system architecture must be open to provide the ability to easily add hardware and software components after the initial purchase and implementation. The proposed solution must also be capable of integrating with the SOS existing Disaster Recovery Plan.

**Workflow Design** – The ILSOS REAL ID team has been working on the workflow design and requirements. The vendor will be expected to help finalize the workflow and business processes and to use this workflow as the basis for the complete solution design. *See the supporting documentation in Attachment 1 for current workflow diagrams. These diagrams should be considered work in progress.*

**Application Design** – The vendor will be expected to work with ILSOS information technology staff and the REAL ID team to design an application for use in the REAL ID Facilities and for the back office functions. The application design must satisfy the business and workflow requirements, making the best use of existing and available technology, with consideration to technology already owned and used by SOS.

All of the following components must be included:

### **Application Workflow Requirements**

#### **1. Facility Application**

- Appointment Scheduling System
- Applicant Check-in / Check-out
- Image & Electronic Signature capture
- Acceptance of Declaration Statement & Legal Information
- Document Scanning & Management
- Payment Collection & Management

- Interface with Verification Systems
  - SAVE
  - SSOLV
  - Address verification
  - National verification hub
  - Existing driver database
  - AAMVAnet
  - Other internal systems, as needed
- Issuance of a Receipt

## 2. Central Office Application

- Workflow Management
- Interface with Facial Recognition System
- Interface with Verification Systems
  - SAVE
  - SSOLV
  - Address verification
  - National verification hub
  - Existing driver database
  - AAMVAnet
  - Other internal systems
- Interface with Central Issuance Vendor

## 3. Administration Functions

- Audits
- Reports
- Application Security Requirements

**Hardware** – As part of the solution design, the vendor will be required to make recommendations for hardware including servers, workstations, scanners, printers, card readers, etc. ILSOS will procure the hardware separately with consideration given to these recommendations.

**Business Process Design** – In addition to the technical solution design, the vendor is also expected to assist in the business process design. This includes the complete set of business processes and procedures that will be needed to issue a REAL ID from start to finish. Some of this work has already been started, but will need to be refined and finalized. The following areas need to be included:

- **Staffing plan** – ILSOS needs a plan for staffing which includes project and implementation staff as well as on-going operations staff for both the business areas and IT. The staffing plan must be based on the number of locations planned taking into consideration normal coverage for sick time, vacation time, etc. It must also include a plan for quickly staffing additional facilities if necessary due to demand.
- **Training plan** – The vendor will be expected to provide a training plan for both technical and operations staff. The training plan must be comprehensive and cover everything that will be needed for ILSOS staff to support and maintain the system. SOS certified trainers will conduct the Fraudulent Document Recognition training that is required for REAL ID employees.



- **Testing plan** – The vendor will be expected to provide a testing plan for the complete REAL ID solution including any components that are purchased or developed. The testing plan must also include comprehensive end-to-end testing when all the components are fully integrated. The test plan must include all of the following:
  - Unit testing – on-going development testing
  - Usability testing – user friendly, intuitive application
  - Integration testing – all the pieces work together
  - Functional testing – test scenarios against requirements
  - Performance testing – stress and load
  - Testing of external interfaces – communication with other applications, databases, etc.
  - Continuous regression testing – on-going to determine impact of changes
- **Implementation plan** – The vendor will be expected to provide an implementation plan including a plan for a short pilot at two locations, roll out of remaining facilities, and a post implementation ramp up plan if needed due to volume of applicants.
- **Transition or Support plan** – The vendor will be expected to provide a plan for support and maintenance through implementation and on going production, and either a plan for long-term support and/or a transition plan that would allow internal staff to provide the long-term support. *If the vendor would like to propose two different options for support including both a long-term support plan and a plan for transitioning to SOS staff, these options must be submitted in completely separate proposals and will be evaluated independently.*

#### **Design Deliverables**

- Workflow design document
  - Technical flow
  - Functional flow
- Hardware and/or software recommendations
- Application design document
  - Architectural design documents
  - Data flow diagrams
  - Database design
  - Internal and external interface designs
  - User interface design
- Complete set of business processes and procedures
  - Operations
  - Information Technology
- Staffing Plan
- Training Plan
- Testing Plan
- Implementation Plan
- Support / Transition Plan

#### **Development / Testing**

The development phase includes everything that pertains to the creation of a solution. This could include a combination of product development and installation and configuration of an off the shelf product. This will be determined in the design phase. In general, the development / testing phase will include:

- Development of any components needed – applications, interfaces, database, etc.
- Installation and configuration of any hardware and/or software that is already available
- Procurement of production equipment
- All levels of testing
- Training for IT and operations staff

**Development / Testing Deliverables**

- A complete working & tested REAL ID solution
- Documented test results
- Operations and IT training must have been started and will be on-going

**Implementation / Support**

**Training** – The training for information technology staff must have started in the development and testing phase. Operations training must also have started and be on-going through the pilot and roll-out of locations.

**Pilot** – Implementation will start with a short pilot at two locations. This will be a production pilot so all components must be fully tested and functional prior to the start of the pilot.

**Roll-out** – The roll-out to all remaining locations must be capable of being executed in a short period of time. The vendor will be responsible for providing on-site support during the roll-out. SOS is planning for ten (10) locations to be part of the initial roll-out, but reserves the right to increase or decrease this number.

**Production** – Once all ten (10) REAL ID Facilities are open and in production, the vendor will be expected to continue providing a high level of support for a minimum of six (6) months. Final acceptance will not be given until six (6) months of successful production in all locations.

**Long-term support / Transition** – Long-term support may be needed depending on the solution that is implemented. At a minimum, at least twelve (12) months of continuous support after final acceptance of the system must be included to ensure a smooth transition to internal staff. *See Table G: Implementation & Support Requirements for additional information.* You may propose a long-term support plan that goes beyond this twelve (12) month period instead of a transition plan if the cost for that support is clearly stated in the cost proposal. A vendor may choose to bid the project both ways, one including a transition plan and one including long-term vendor support, but these options must be submitted in completely separate proposals and will be evaluated independently.

**2.4 Project Timeline**

Project Kickoff	November 2008
Planning & Design	December 2008 – February 2009
Development & Testing	January 2009 – August 2009
Full System Testing	July 2009 – September 2009
Purchase Production Equipment	May 2009 – July 2009
Hire Facility Staff	June 2009 – August 2009
Training	September 2009 – October 2009
Open Appointment System	October 2009
Pilot (2 locations)	November 2009
DHS Certification	September 2009 – October 2009
Implementation (roll out)	December 2009 – March 2010
Final Acceptance (sign off)	September 2010
Ongoing Support (transition)	October 2010 – September 2011

Time is of the essence in the Vendor’s execution of its duties under this Agreement. If Vendor fails to complete a milestone on or before the time for completion of the milestone as set forth in this Agreement, and that failure was not the result of the Secretary of State’s failure to exercise its duties on a timely basis, the Secretary of State may require Vendor to assign additional personnel or utilize other resources to insure timely completion, all at Vendor’s expense.

The Secretary of State shall notify the Vendor in writing of its decision to require the Vendor to assign additional personnel or utilize other resources to complete a milestone. If that milestone is not completed within 15 days of delivery of that notice, the Secretary of State may deduct up to 10% of the payment due to Vendor for completion of that milestone. See section 6.1 for payment terms and milestones.

If the completed REAL ID program is not delivered to the Secretary of State by October 1, 2009, for pilot testing, and the failure to deliver the program on time was not the result of the Secretary of State's failure to exercise its duties on a timely basis, the Secretary of State may deduct up to 15% of the total cost of the contract to under this Agreement.

If the REAL ID program is not completed and available for state-wide use by January 1, 2010, and the failure to deliver a completed program by that date was not the result of the Secretary of State's failure to exercise its duties on a timely basis, the Secretary of State may deduct up to 25% of the cost of the contract under this Agreement.

Any claim by the Vendor that the Secretary of State failed to exercise its duties on a timely basis must be supported by a copy of a written notice of that failure provided to the Secretary of State's project manager at the time of the claimed failure.

The remedies set forth in this section are in addition to, and not a limitation on, any other remedies available to the Secretary of State pursuant to this Agreement or applicable law. Deductions applied as a result of missed deadlines will be at the sole discretion of the Office of the Illinois Secretary of State.

## **2.5 Project Phases / Deliverables**

### **2.5.1 Planning / Design**

- Complete plan for meeting REAL ID compliance
- Business procedures / documentation of workflow
- System design
- Staffing / Resource plan for project work and long-term

### **2.5.2 Development / Testing**

- REAL ID facility application
- REAL ID central office application
- REAL ID database
- All required interfaces
- Test plan

### **2.5.3 Implementation / Training**

- Implementation plan
- Plan for test pilot implementation
- Recommendations for hardware and equipment
- Plan for ramping up or down as needed for volume
- Technical training plan
- End-user training plan

### **2.5.4 Support & Maintenance**

- Implementation Support
- Transition Plan
- Maintenance

### **2.5.5 Environments**

The vendor must supply four (4) complete environments that will become the property of SOS and will be installed on equipment supplied by SOS.

**Development System:** To be used by developers to build the code and do initial testing at the SOS site. Provide a complete system architecture plan.

- Utilize a development database with limited test records

**Test System:** To be used by developers and end users for testing of code at the SOS site before it goes into production.

- Provide a complete system architecture plan
- Utilize a separate test database instance from the development system
- Contain a more robust set of data than the development system

**Training System:** To be used by end users for training at the SOS site before the system goes into production.

- Provide a complete system architecture plan
- Utilize a separate training database instance from the test system
- Contain a comparable set of data to the test system

**Production System:** This is the primary system to be used in production at the SOS REAL ID Facilities.

- Provide a complete system architecture plan
- Utilize production network connections
- Provide full redundancy

### 3.0 Project Requirements

The tables on the following pages include the detailed requirements of any proposed solution. In each table, some of the requirements are marked mandatory. **If a proposal fails to address a mandatory requirement, it will be marked as non-responsive and will receive no score.**

More information about mandatory requirements, scoring, and evaluation can be found in *Section 5: Evaluation & Award Process*.

Req. #	A: Key Personnel Requirements	Total Possible Points	Required Response
<b>A</b>	<b>Key Personnel Requirements</b>	<b>15</b>	
A1	<p>The Vendor shall propose a project team composed of the best-qualified staff for the Office of the Illinois Secretary of State. Key personnel are those personnel responsible for the management, planning, database design, implementation, installation, system integration, security, and ongoing maintenance of the REAL ID system and processes. The State has designated three (3) positions as “Key Personnel”:</p> <p>Vendor Project Manager Vendor Business Operations Manager Vendor Technical Lead</p> <p>The Vendor shall specify the name of each person designated as Key Personnel and shall provide detailed resumes for each of the staff that is proposed to meet the Key Personnel Minimum Requirements.</p> <p>The Vendor must demonstrate through resumes and references that each proposed Key Personnel possesses a minimum level of experience in the general areas of responsibility listed for that position. Points will be awarded for proposed key personnel with additional desirable experience.</p> <p>Detailed resumés must be provided for the Key Personnel who will participate in this project. Resumés must be specific to the individuals who will perform the tasks and produce the deliverables associated with this project; "representative" or "sample" resumés are not acceptable. Sufficient detail must be included in each resumé to allow the SOS to verify the experience cited, including an explicit statement of the total cumulative time each individual performed work on each of the components for each project on which they worked. The State, at its discretion, may contact the listed references to confirm the information provided by the Vendor.</p>	Mandatory	Resumés for all three key positions
A2	<p>The identified Vendor “Key Personnel” must be available to work on site (Springfield, Illinois) at the time of contract award and continuing through the implementation of the REAL ID Production System.</p> <p>Any work that is to be performed offsite (not at an SOS location) is subject to prior written approval by the SOS Project Manager and all vendor personnel assigned to this project must be available between the hours of 8am and 5pm Central Standard Time.</p>	Mandatory	Acceptance of requirements

Req. #	A: Key Personnel Requirements	Total Possible Points	Required Response
A3	<p><b>1. Vendor Project Manager</b></p> <p>The Vendor Project Manager (Project Manager) is responsible for the day-to-day management of the contract, including overall performance and contract compliance, and is the Vendor’s on-site representative making decisions on behalf of the Vendor.</p> <p>The Vendor Project Manager is responsible for managing and coordinating all Vendor resources, including any subcontractor resources assigned to the contract, and ensuring that all tasks in the Project Work Plan are executed in compliance with the agreed upon schedules and State requirements.</p> <p>The Vendor Project Manager shall be based in Springfield and shall primarily work onsite at an SOS location during normal business hours (8am-5pm), until the SOS officially accepts the Vendors’ production system. The Vendor Project Manager must request and receive written approval from the SOS Project Manager a minimum of five (5) days in advance of any planned absences, such as vacation or training.</p> <p>The duties of the Vendor Project Manager will include, but are not limited to the following:</p> <ol style="list-style-type: none"> <li>a. Directs the <u>contracted portions</u> of the project with responsibility for project performance from initiation to closure, including planning, organizing, managing, and controlling all aspects of the project, and that project tasks are performed according to the approved Project Schedule and Project Plan.</li> <li>b. Employs PMI project management best practices that ensure a mutual understanding and agreement of the tasks to be completed and the schedule to be observed.</li> <li>c. Coordinate and schedules all Vendor staff resource assignments.</li> <li>d. Ensures that all necessary subcontractor resources are in place and monitors and enforces subcontractor commitments.</li> <li>e. Identifies all known items that may impact the availability of SOS resources during the project, and coordinates with the SOS’s Project Manager.</li> <li>f. Initiates and maintain project documentation systems to ensure that project documentation is up-to-date, organized and readily accessible by appropriate Vendor and SOS staff.</li> <li>g. Provides the State with written progress reports regarding actual progress as compared to what is projected in the work plans. Frequency of status reports to be determined by SOS.</li> <li>h. Communicates with the SOS’s Project Manager regularly, as determined by SOS, regarding Project progress and activities, and ensures adequate communication between</li> </ol>	Mandatory	Description of previous experience and acceptance of required duties

Req. #	A: Key Personnel Requirements	Total Possible Points	Required Response
	<p>members of the Vendor's and SOS's implementation staffs.</p> <ul style="list-style-type: none"> <li>i. Promptly consults with the SOS's Project Manager when Project Plan deviations occur, and documents all such plan deviations in accordance with agreed upon change control procedures.</li> <li>j. Identifies potential problem areas, recommends solutions, and works closely and cooperatively with the SOS Project Manager to resolve issues quickly and fairly.</li> <li>k. Identifies and provides SOS with timely written notice of all issues that may threaten the implementation, operation or performance of the system.</li> <li>l. Maintains a log of all defects, incomplete requirements or unresolved issues that occur over the course the Project, including date and manner of resolution. A current soft copy of such log shall be made available to the SOS Project Manager and designees at all times.</li> <li>m. Provides consultation and advice to the State on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues, and acts as a conduit to the Vendor's specialist resources that may be needed to supplement the Vendor's normal implementation staff;</li> <li>n. Facilitates review meetings and conferences between the SOS and the Vendor's executives when requested by the SOS.</li> <li>o. Presents project status information to the SOS REAL ID Steering Committee as requested by the SOS Project Manager.</li> </ul>		
A4	<p><b><u>Project Manager Minimum Qualifications:</u></b></p> <p>A minimum of five (5) years project management experience directing and overseeing all phases of a large information technology implementation similar in scope to the requirements of this contract.</p> <p>Similar in scope means:</p> <ul style="list-style-type: none"> <li>• Centralized driver license and/or identification card system</li> <li>• A card production facility</li> <li>• Large scale system integration including database design, access, maintenance, and security</li> <li>• Broad and varied operational or service functions, i.e. technology development, hardware and software support, training, customer service, and a card production environment</li> </ul>	Mandatory	Description of prior similar experience
A5	<p><b><u>Additional Desirable Project Experience for the Project Manager:</u></b></p> <p>Experience in the following areas may provide additional scoring:</p>	5	Description of experience in any of these areas

Req. #	A: Key Personnel Requirements	Total Possible Points	Required Response
	<ul style="list-style-type: none"> <li>• Implementation of card technology solutions for state, local, and/or federal government agencies</li> <li>• Facial Recognition Technology</li> <li>• Fingerprint Image Capture and Comparison Technology</li> <li>• Digital Image Capture Technology</li> <li>• Identity Source Document Imaging Technology</li> </ul>		
A6	<p><b>2. Vendor Business Operations Manager</b>                      The Vendor Business Operations Manager is responsible for the business process development, implementation, and training. This position also assists the Contract Project Manager with the installation, system integration, security, and database design to ensure the technology solution meets the business process need. The Business Operations Manager is expected to work on-site at the designated SOS location during normal working hours (8am-5pm) for the duration of the contract and any extensions. The Business Operations Manager must notify the SOS Project Manager a minimum of five (5) days in advance of any planned absences, such as vacation or training.</p>	Mandatory	Description of prior experience and acceptance of required duties
A7	<p><b><u>Operations Manager Minimum Qualifications:</u></b>                      A minimum of 5 years operations experience including, but not limited to, operations similar in scope to the requirements of this contract. Similar in scope means:</p> <ul style="list-style-type: none"> <li>• Analysis and development of business processes for a public service agency</li> <li>• Broad and varied operational or service functions, i.e., equipment and software maintenance, network implementation, training, customer service</li> <li>• Centralized card production and distribution facility</li> </ul>	Mandatory	Description of prior similar experience
A8	<p><b><u>Additional Desirable Operations Manager Experience:</u></b>                      Experience in any or all the following areas may provide additional scoring:</p> <ul style="list-style-type: none"> <li>• Implementation and maintenance of card technology solutions for state, local, and /or federal government agencies.</li> <li>• Facial Recognition Technology</li> <li>• Knowledge of Centralized card production security</li> <li>• Fingerprint Image Capture and Comparison Technology</li> <li>• Identity Source Document Imaging Technology</li> <li>• Document Verification Systems</li> </ul>	5	Description of experience in any of these areas



Req. #	A: Key Personnel Requirements	Total Possible Points	Required Response
A9	<p><b>3. Vendor Technical Lead</b>                      The Vendor Technical Lead is responsible for developing the System Architecture and Integration Plan for all the components relating to the proposed solution. The Technical Lead shall primarily work from a designated SOS location during normal business hours (8am-5pm), until SOS accepts the REAL ID Production System. The Vendor Technical Lead must notify the SOS Project Manager a minimum of five (5) days in advance of any planned absences, such as vacation or training.</p>	Mandatory	Description of prior experience and acceptance of required duties
A10	<p><b><u>Technical Lead Minimum Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• A minimum of 5 years experience architecting heterogeneous technology environments including but not limited to the design and integration of three (3) or more disparate technology solutions with the potential for large transaction volumes.</li> <li>• Experience with the use of hardware, software and/or software specifications necessary to interface the new systems with SOS existing systems.</li> </ul>	Mandatory	Description of prior similar experience
A11	<p><b><u>Additional Desirable Technical Lead Experience:</u></b>  <b>Experience in any or all of the following areas may provide additional scoring:</b></p> <ul style="list-style-type: none"> <li>• System architecture design and integration for state, local and/or federal government agencies.</li> <li>• Knowledge of centralized card production environment</li> <li>• Digitized Database Storage/Retrieval</li> <li>• Database design, access, maintenance, and security</li> <li>• Facial Recognition Technology and/or Fingerprint Image Capture and Comparison Technology</li> <li>• Identity Source Document Imaging Technology</li> </ul>	5	Description of experience in any of these areas
A12	<p>The State reserves the right, at its sole discretion, to disapprove the continuing assignment of Vendor personnel provided to the State under this contract. If the State exercises this right, the Vendor must terminate the personnel from the contract within three (3) working days of notice by the State, and must provide qualified replacement personnel who meet the minimum requirements set forth in this RFP within five (5) working days of the State exercising its rights under this paragraph. A failure to provide qualified replacement personnel (as determined by the SOS), within the specified period, will constitute a breach of this agreement and will entitle the State, at its sole discretion, to pursue all of its available legal remedies.</p>	Mandatory	Acceptance of requirements

Req. #	A: Key Personnel Requirements	Total Possible Points	Required Response
	<p>If replacement of any key personnel is necessary, the Vendor shall notify the SOS Project Manager and submit a resume for the replacement personnel to the SOS Project Manager within five (5) business days of notification to the SOS. The replacement personnel must have the skills and experience, which meet or exceed the skills of the previous personnel. The SOS Project Manager will approve or reject the replacement personnel before their services are rendered. In the event the SOS Project Manager does not approve such replacement, the Vendor shall continue to submit resumes until the SOS Project Manager approves such replacement. A failure to provide suitable replacement personnel, as determined solely by the SOS, shall constitute a breach of this agreement and shall entitle the State, at its sole discretion, to pursue all of its available legal remedies.</p>		

Req. #	B: Planning and Project Management Requirements	Total Possible Points	Evaluation Criteria
<b>B</b>	<b><u>Planning and Project Management Requirements</u></b>	<b>20</b>	
B1	<p>The Vendor shall develop, implement, and maintain a Project Management Plan (PMP) in accordance with the Project Management Institute <u>Guide to the Project Management Body of Knowledge (PMBOK)</u>. The PMP shall define how the project will be executed, monitored, and controlled, address schedule management, resource management, communication management, configuration management, change control, quality management, risk and issue management, and other sections as may be deemed necessary or appropriate for overall management of this project. Some of these sections may be subsidiary plans that are also deliverables subject to their own timeline and approval processes, as defined in this Statement of Work. The Project Management Plan is subject to SOS approval. After initial acceptance, the Project Management Plan shall be reviewed and updated as needed.</p>	Mandatory	Description of project management processes used
B2	<p><b><i>Project Workplan</i></b>                      The Vendor shall include in the response a draft Project Work Plan that includes project phases and milestones required from project initiation through full implementation and initial production operations of the REAL ID system (i.e. planning, analysis, design, development, testing, deployment, and operations), based on the Proposed Timeline, in Section 2.4.</p> <p>The vendor shall include a statement of assurance that they can complete this work in</p>	Mandatory	Draft project workplan  Agreement to the proposed timeline or an alternate timeline

Req. #	B: Planning and Project Management Requirements	Total Possible Points	Evaluation Criteria
	<p>the time allowed in accordance with the proposed timeline (section 2.4) and the REAL ID deadlines. The vendor shall include an alternate timeline if the proposed timeline cannot be met.</p> <p>See Section 2.4 for additional information regarding milestones and commitment to the timeline.</p>		
B3	<p>The Vendor shall maintain the Project Work Plan at all times, updating weekly to show changes and progress in completion of tasks.</p>	Mandatory	Acceptance of requirement
B4	<p>The Vendor shall manage the work by establishing and maintaining communications with all groups related to the project. The activities of the Vendor’s project team shall be directed, coordinated and communicated with the SOS Project Manager to ensure that the project progresses per the Project Work Plan and is completed on schedule.</p>	Mandatory	Description of communication / coordination approach
B5	<p>Once it is determined that the Vendor has met the minimum requirements as defined above, additional points may be awarded to Vendors that provide a more detailed and comprehensive draft Project Work Plan. Points will be considered for addressing the following:</p> <ul style="list-style-type: none"> <li>• Project tasks and subtasks</li> <li>• Task durations and dependencies</li> <li>• Milestones</li> <li>• Deliverables: scheduled dates for delivery, review and acceptance of the required planning documents and major milestones</li> <li>• Gantt chart showing planned start and end dates for all phases and major tasks</li> </ul> <p>The Vendor shall develop and maintain a comprehensive Project Work Plan in accordance with industry standards, such as the Project Management Institute PMBOK. The Project Work Plan must be submitted to the State for review within ten (10) business days of contract execution. The Project Work Plan shall be subject to SOS approval.</p>	10	Include sufficient detail in the project workplan to demonstrate a clear understanding of the scope of the project
B6	<p><b>Status Reporting</b></p> <p>Any deviation from the following shall be at the discretion of the SOS Project Manager and must be approved in advance and in writing:</p> <p>1) Vendor’s Project Manager shall participate in weekly project status reviews to ensure measurable progress is being achieved and the Vendor’s project team is following standard practices.</p>	10	<p><b>Acceptance of requirement</b></p> <p><b>Sample status report or template</b></p>

Req. #	B: Planning and Project Management Requirements	Total Possible Points	Evaluation Criteria
	<p>2) Meetings shall be scheduled as required by the SOS Project Manager or the Vendor. The Vendor's Project Manager and personnel shall be available to provide information reports, audits or other special projects as required by the SOS Project Manager.</p> <p>3) <u>Progress Reports</u>: Throughout the Project, the Vendor shall prepare and submit weekly written reports to the SOS Project Manager. The weekly reports shall include:</p> <ul style="list-style-type: none"> <li>• Update the Project Work Plan indicating progress for each task;</li> <li>• Identify and report the status of all tasks that have fallen behind schedule, the reason for the delay, and the projected completion date;</li> <li>• Identify and summarize all risks and problems identified by the Vendor, which may affect the Project:</li> <li>• For each risk and issue, identify the action and person(s) responsible for mitigating the risk and resolving the issue, and the cost and time required to implement avoidance and/or mitigation actions;</li> <li>• For each risk and issue identified, state the impact on the Project Plan; and</li> <li>• Identify all personnel, equipment, facilities and resources of the agency that will be required for the Vendor to perform the Implementation Services at least two (2) weeks in advance of the need.</li> </ul>		

Req. #	C: Change Control Requirements	Total Possible Points	Evaluation Criteria
<b>C</b>	<b>Change Control Requirements</b>	<b>20</b>	
C1	<p><b><i>Change Control Plan</i></b>                      The Vendor shall develop, implement, and maintain a Change Control Plan, subject to SOS approval, in accordance with industry standards that sets forth the procedures for controlling changes to project scope, cost, schedule, and quality requirements. The Change Control Plan shall include the procedures and entities involved with requesting, evaluating and approving changes to the project deliverables.</p>	Mandatory	Acceptance of requirement
C2	<p>The Vendor's proposal shall include a draft Change Control Plan describing the Vendor's change control approach that will become the basis of the required Change Control Plan. The Vendor's draft Change Control plan, at a minimum, shall address:</p> <ul style="list-style-type: none"> <li>• How changes will be identified, documented, evaluated, approved or rejected, and tracked through implementation</li> </ul>	Mandatory	Draft change control plan

Req. #	C: Change Control Requirements	Total Possible Points	Evaluation Criteria
	<ul style="list-style-type: none"> <li>Roles and Responsibilities of all entities involved in the change control process</li> </ul>		
C3	<p>Once it is determined that the Vendor has met the minimum requirements as defined above, additional points may be awarded to Vendors that provide a more detailed and comprehensive draft Change Control Plan. Points will be considered for addressing the following:</p> <ul style="list-style-type: none"> <li>Description of how the Vendor will work with the SOS for any changes that would impact SOS processes or systems</li> <li>Sample change request forms</li> </ul>	10	<p>Detailed description of the vendor's change control procedures</p> <p>Sample change request form</p>
C4	<p>Care must be taken when evaluating the requirements and preparing the cost proposal. Change orders are rarely approved. If a scope change does occur that will impact the cost or timeline of the project, the SOS Project Manager and Budget office must be notified in writing immediately BEFORE any work takes place. Change orders submitted for work that has already been completed will NOT be considered. Written approval using the SOS change request form must be obtained prior to any work that is considered outside the original scope.</p>	10	Acceptance of requirement

Req. #	D. Testing / Quality Control Requirements	Total Possible Points	Evaluation Criteria
<b>D</b>	<b>Testing / Quality Control Requirements</b>	<b>20</b>	
D1	<p><b>Quality Management Plan</b></p> <p>The Vendor shall develop, implement, and maintain a Quality Management Plan, subject to SOS approval, in accordance with industry standards, such as PMBOK or IEEE, including specific deliverables to be produced, reviews and approvals associated with each deliverable, standards for baselining, overall test strategies, and methods to be used within the project to assure quality and consistency throughout the life of the project.</p>	Mandatory	<p>Acceptance of requirement</p> <p>Description of vendor's practices</p>
D2	<p>The Vendor's proposal shall describe the Vendor's approach to Quality Assurance and Quality Control that will become the basis of the required Quality Management Plan. The Vendor's proposal, at a minimum, shall address, the following:</p> <ul style="list-style-type: none"> <li>Description of how the Vendor will apply quality control to project processes and deliverables</li> <li>Description of the Vendor's quality assurance and quality control techniques to ensure quality service and products, including software and hardware</li> </ul>	Mandatory	Draft quality assurance plan

Req. #	D. Testing / Quality Control Requirements	Total Possible Points	Evaluation Criteria
D3	<p><b>Testing Plan</b>                      The Vendor shall develop, implement, and maintain a Testing Plan, subject to SOS approval, in accordance with industry standards to manage testing and defect tracking for the purpose of providing an efficient error correcting process to be used in system and user acceptance testing.</p> <p>The test plan must include all of the following:</p> <ul style="list-style-type: none"> <li>○ Unit testing – on-going development testing</li> <li>○ Usability testing – user friendly, intuitive application</li> <li>○ Integration testing – all the pieces work together</li> <li>○ Functional testing – test scenarios against requirements</li> <li>○ Performance testing – stress and load</li> <li>○ Testing of external interfaces – communication with other applications, databases, etc.</li> <li>○ Continuous regression testing – on-going to determine impact of changes</li> <li>○ Backup and recovery testing – ability to conduct a local recover and disaster recovery</li> </ul>	Mandatory	Acceptance of requirement
D4	<p>The Vendor must provide and execute a testing plan, subject to SOS approval, prior to the installation of equipment to the test system. SOS will conduct testing of new equipment before equipment is installed in production.</p>	Mandatory	Draft testing plan
D5	<p>The Vendor must provide and execute a testing plan, subject to SOS approval, prior to the implementation of equipment configuration changes and/or software to the test system. SOS will conduct testing of new equipment and/or software before any such changes are installed in production.</p> <p>The test plan must include a schedule for when software or other changes will be deployed to the test system and testers must receive documentation of the changes. Full regression testing will be expected.</p>	Mandatory	Acceptance of requirement
D6	<p>The Vendor’s proposal shall describe the Vendor’s testing approach that will become the basis of the required System Testing Plan. The Vendor’s proposal shall, at a minimum, address the following:</p> <ul style="list-style-type: none"> <li>● List of the overall tests to be performed and planned test levels (e.g. unit tests, unit integration test, system integration test, acceptance test)</li> <li>● Planned sequence of tests</li> </ul>	Mandatory	Description of the vendor’s testing approach

Req. #	D. Testing / Quality Control Requirements	Total Possible Points	Evaluation Criteria
D7	<p><b>Test System</b></p> <p>The Vendor must provide a complete Test System for ongoing use by SOS. The user test system will be installed on equipment provided by SOS. This is one of the four required environments.</p>	Mandatory	Acceptance of requirement
D8	<p>Once it is determined that the Vendor has met the minimum requirements as defined above, additional points may be awarded to Vendors that provide a more detailed and comprehensive draft System Testing Plan. Points will be considered for addressing the following:</p> <ul style="list-style-type: none"> <li>• Testing schedule related to the phased implementation approach</li> <li>• Detailed description of how errors/problems and corrections are to be identified, tracked, communicated to SOS, and managed</li> <li>• Testing roles and responsibilities</li> <li>• Describe the process for tracking and resolving defects identified for each testing level</li> </ul>	10	Include sufficient detail in draft test plan
D9	<p><b>User Acceptance Testing</b></p> <p>The user acceptance testing must be planned and coordinated by the Vendor. It must be held in a location to be determined by SOS. The vendor must use standard defect tracking tools to track all feedback from testers. UAT shall end when the system has met the standard of performance for a period of ten (10) consecutive working days, as determined by the SOS Project Manager in conjunction with SOS testers.</p> <p>Standard of Performance includes:</p> <ul style="list-style-type: none"> <li>• Response times for all internal communications must be less than 1 second.</li> <li>• Response times for all external (third party) communications must be less than 4 seconds.</li> <li>• All stated requirements for functionality must be in place, tested, and working free of bugs or defects.</li> </ul>	10	Acceptance of requirement

**Real ID Specific Security Requirements** – There are zero (0) total possible points in this section because all the requirements are mandatory.

Req. #	E. REAL ID Specific Security Requirements	Total Possible Points	Evaluation Criteria
<b>E</b>	<b>REAL ID Specific Security Requirements</b>	<b>0</b>	
E1	<p><b>Employee Background Checks</b></p> <p>As specified in the REAL ID Final Rules, Docket # DHS-2006-0030, RIN 1601-AA37, Minimum Standards for Driver’s Licenses and Identification Cards Acceptable by Federal Agencies for Official Purposes, Vendor must adhere to the requirements specified in Section 37.45 pertaining to background checks for all prospective and “covered” Vendor employees, including any sub-</p>	Mandatory	Acceptance of requirement

Req. #	E. REAL ID Specific Security Requirements	Total Possible Points	Evaluation Criteria
	<p>contractor employees and maintain records of the background checks. <b>SOS considers ALL vendor employees who will have access to this system data to be “covered” employees and therefore subject to the required background checks. These background checks must have been done within the previous 36 months.</b></p> <p>The background check must include, at a minimum, the validation of references from prior employment, a name-based and fingerprint-based criminal history records check, and employment eligibility verification otherwise required by law, which is subject to the standards of review applicable to SOS employees. If an employee is not a US Citizen or a permanent legal resident, the Vendor must ensure that the employee is legally present at the time of hire and on an on-going basis for the term of this Contract.</p> <p><b>The vendor will be responsible for performing the required background checks and providing the results to SOS. The vendor is responsible for all costs associated with these background checks. If any vendor employee fails to pass the required background checks, the vendor must submit a new resumé for SOS approval.</b></p>		
E2	<p>The Vendor must meet access control requirements as specified in Section 37.41 of the REAL ID Final Rules, Docket # DHS-2006-0030, RIN 1601-AA37, Minimum Standards for Driver’s Licenses and Identification Cards Acceptable by Federal Agencies for Official Purposes as it pertains to the Security Plan.</p>	Mandatory	Acceptance of requirement
E3	<p>The Vendor must handle and protect the Security Plan in accordance with 49 CFR Part 1520 as specified in Section 37.41 of the REAL ID Final Rules, Docket # DHS-2006-0030, RIN 1601-AA37, Minimum Standards for Driver’s Licenses and Identification Cards Acceptable by Federal Agencies for Official Purposes.</p>	Mandatory	Acceptance of requirement
E4	<p>The Vendor must protect the security of personally identifiable information, collected pursuant to the REAL ID Act, in accordance with Section 37.33 and as specified in Section 37.41 of the REAL ID Final Rules, Docket # DHS-2006-0030, RIN 1601-AA37, Minimum Standards for Driver’s Licenses and Identification Cards Acceptable by Federal Agencies for Official Purposes.</p>	Mandatory	Acceptance of requirement
E5	<p>The vendor must protect the security of personal information on the driver database or any other SOS record in accordance with the Driver’s Privacy Protection Act. <i>18 U.S.C. 2721, et seq.</i></p>	Mandatory	Acceptance of requirement



Req. #	F. Training Requirements	Total Possible Points	Evaluation Criteria
<b>F</b>	<b>Training Requirements</b>	<b>30</b>	
F1	<p>The Vendor shall provide on-site training at SOS offices and training materials for departmental employees. All training materials shall be provided in electronic and hard copy.</p> <p>All training material and documentation of this system will become the property of the Office of the Illinois Secretary of State, which includes the right to reproduce documentation for internal distribution. All training material and documentation is subject to SOS approval prior to use.</p>	Mandatory	Acceptance of requirement
F2	<p>The Vendor shall develop and implement a Training Plan that specifies the approach and steps to be taken by the Vendor to ensure that the knowledge, skills and abilities necessary to operate the proposed system are transferred to SOS operations (approximately 200 employees) and IT personnel (approximately 20 employees). The Training Plan will be subject to SOS approval.</p>	Mandatory	Draft training plan
F3	<p>Training must address the use and maintenance (if necessary) of all Vendor-supplied equipment, source document scanning, photo capture techniques (e.g., minimizing glare from glasses, etc.), and procedures to effectively operate the Vendor’s system.</p> <p>Additional training must be provided to supervisors in areas such as in-office maintenance, adding/deleting users, changing passwords, and troubleshooting guidelines including when to call for service.</p> <p>Additional training to all SOS Help Desk Personnel must include troubleshooting equipment within the field offices and troubleshooting manuals.</p> <p>The Vendor shall also provide the initial operations training for all employees prior to the implementation of each REAL ID Facility.</p> <p>Fraudulent Document Recognition Training will be conducted by SOS certified trainers and will not be the responsibility of the vendor.</p> <p>The Vendor shall provide training on the system to the SOS REAL ID trainers who will provide ongoing training after installation is complete. SOS REAL ID trainers shall receive “Operator Training,” “Supervisor Training,” and “In-office Maintenance Training,” if applicable.</p> <p>The Vendor shall provide training within the following constraints:</p> <ul style="list-style-type: none"> <li>Hands-on training must be held onsite at each location.</li> </ul>	Mandatory	Acceptance of requirements

Req. #	F. Training Requirements	Total Possible Points	Evaluation Criteria
	<ul style="list-style-type: none"> <li>• Field office training can be held during normal REAL ID facility operational hours prior to the opening of each REAL ID Facility.</li> <li>• A minimum of eight (8) hours of training for each field employee.</li> <li>• A minimum of eight (8) additional hours of supervisor training.</li> <li>• A minimum of eight (8) hours of training for SOS Help Desk personnel.</li> <li>• A minimum of ten (10) days of training for SOS information technology employees. In addition to this classroom training, <b>SOS developers must be involved in every step of the design and development of the system.</b></li> <li>• Training for a facility’s employees may not occur more than ten (10) calendar days prior to the opening of that facility.</li> <li>• Training for IT employees must be accomplished during normal business hours (8am – 5pm).</li> <li>• Supervisor training is separate from sessions held for field office staff.</li> <li>• Training dates will be determined as part of the implementation and rollout plan.</li> </ul>		
F4	<p>One training guide is required for each trained employee, as well as one Operator’s Manual based on the menus and system requirements for each piece of vendor-provided equipment, if applicable.</p> <p>The training guide must include (at a minimum):</p> <ul style="list-style-type: none"> <li>• An introduction to the REAL ID application system</li> <li>• A layman’s explanation of the function of each component of the system</li> <li>• Step by step operating instructions for system components</li> <li>• Procedures for system start-up, daily operation, and end-of-day transactions</li> <li>• Guidelines for maintenance, problem solving, troubleshooting, backup and recovery</li> </ul> <p>The training guide must also be available to all employees online through the SOS internal website and through online help which is integrated into the software application.</p>	Mandatory	Acceptance of requirement
F5	<p>The Vendor must supply and or update training/troubleshooting manuals for the following:</p> <ul style="list-style-type: none"> <li>• When a system is replaced, or software is upgraded that creates a significant change to a process, the appropriate training manuals and/or sessions must be redistributed by the Vendor to all impacted locations.</li> <li>• Updated user, administrator and troubleshooter manuals are to be supplied prior to the testing and acceptance phases of the project.</li> </ul>	Mandatory	Acceptance of requirement

Req. #	F. Training Requirements	Total Possible Points	Evaluation Criteria
F6	The Vendor shall supply technical bulletins, troubleshooting manuals, and updates to the Vendor-created user manuals/troubleshooting manuals for the system throughout the term of the contract, at no additional cost to SOS.	Mandatory	Acceptance of requirement
F7	<p>Vendor's proposal shall include a draft Training Plan that will become the basis of the required Training Plan. The final Plan and schedule are subject to approval by the SOS REAL ID Project Manager. The SOS REAL ID Training Group will collaborate on any additional technical training for employees. The Vendor's draft Training Plan, at a minimum, shall address the following:</p> <ul style="list-style-type: none"> <li>• Training Timeline that corresponds with the proposed project timeline</li> <li>• The length of and number of training sessions and the number of employees to be trained at each session</li> <li>• High level description of classes listed and training objectives for each</li> </ul>	Mandatory	Draft training plan
F8	The cost of all training and training materials must be included. SOS will not be responsible for travel expenses associated with installation or training at REAL ID Facilities.	Mandatory	Acceptance of requirement
F9	<p>Once it is determined that the Vendor has met the minimum requirements as defined above, additional points may be awarded to Vendors that provide a more detailed and comprehensive draft Training Plan. Points will be considered for addressing the following:</p> <ul style="list-style-type: none"> <li>• Description of how skills or knowledge will be transferred and how successful transfer will be measured</li> <li>• Description of how the Vendor will incorporate feedback provided by trainees in order to continually improve the training process throughout statewide implementation</li> <li>• Description of the Vendor's planned training media, such as classroom training, video, work books, on-line or self-study training</li> <li>• Description of supplemental materials for ongoing training</li> </ul>	30	Detailed plan for training that demonstrates understanding of the training needs of the project

Req. #	G. Implementation & Support Requirements	Total Possible Points	Evaluation Criteria
<b>G</b>	<b>Implementation &amp; Support Requirements</b>	<b>20</b>	
G1	The vendor shall provide a draft plan for the implementation and rollout of the solution to all locations. The implementation plan must include at a minimum:	Mandatory	Draft implementation

Req. #	G. Implementation & Support Requirements	Total Possible Points	Evaluation Criteria
	<ul style="list-style-type: none"> <li>An implementation schedule including delivery and installation of equipment, training for facility staff, and opening of facility in the appointment system prior to opening day at the facility.</li> <li>A complete plan for the installation and coordination of the 2 facility pilot.</li> </ul>		plan
G2	<p>The vendor must fully implement the system and all components at the initial ten (10) REAL ID locations in the State of Illinois.</p> <ul style="list-style-type: none"> <li>The REAL ID facilities will be strategically located within the State of Illinois.</li> <li>Initially, there will be a pilot phase with just two (2) facilities.</li> <li>More facilities will be added over time with the potential for 20 or more locations and a total of about 100 workstations.</li> </ul>	Mandatory	Acceptance of requirement
G3	<p><b>Support Plan</b> The vendor must provide a comprehensive plan for product support during the pilot, roll out period, initial six months of production, and on going support for a minimum of twelve (12) months from the date of final product acceptance.</p> <ul style="list-style-type: none"> <li>Support must be available onsite at each location during the pilot, and roll out to all facilities.</li> <li>Support must be available from the SOS location in Springfield for the first six (6) months of production.</li> </ul>	Mandatory	Acceptance of requirement
G4	<p><b>Product Support</b> The vendor anticipates that long-term product support will be available for a minimum of ten (10) years following the date of implementation. This must include, at a minimum:</p> <ul style="list-style-type: none"> <li>Software updates and bug fixes</li> <li>Technical support</li> <li>Product training</li> </ul>	Mandatory	Acceptance of requirement
G5	<p><b>Source Code</b> Any source code, computer programs, supporting documentation, training materials or other work product developed by the Vendor pursuant to this Agreement shall become the sole property of the Secretary of State.</p> <p>If the Vendor uses and licenses to the Secretary of State any pre-existing, proprietary software to fulfill any of its obligations under this Agreement, the Vendor shall place a copy of that proprietary software application source code and any associated documentation in escrow with an agreed upon</p>	Mandatory	Acceptance of requirement

Req. #	G. Implementation & Support Requirements	Total Possible Points	Evaluation Criteria
	<p>third party. The escrowed source code and documentation must be kept up-to-date with the current version used in production. In the event that the Vendor ceases operations, as a result of bankruptcy or any other cause, or ceases to support the software licensed to the Secretary of State, the escrowed source code and documentation shall be provided to the Secretary of State at no additional cost. The cost of keeping the source code and documentation in escrow shall be divided equally between the Vendor and the Secretary of State.</p>		
G6	<p>Once it is determined that the Vendor has met the minimum requirements as defined above, additional points may be awarded to Vendors that provide a more detailed and comprehensive draft Implementation and Support Plan. Points will be considered for addressing the following:</p> <ul style="list-style-type: none"> <li>• A detailed task list for implementation at each site</li> <li>• Vendor staffing plan for onsite support during the pilot and roll out</li> </ul>	20	Detailed implementation and support plan that demonstrates understanding of the project
	<p><i>See Table O: Additional Technical Requirements – Service Level Agreement for additional support and maintenance requirements.</i></p>		

The following sections include specific requirements for the functionality of the REAL ID application. Please respond to each requirement in your proposal with an explanation of how it will be met. For example, it may be built-in functionality for an application that already exists, it may be customization to an application that already exists, or it may be something that will have to be developed. You may also explain if your application or solution does not have the specific functionality listed, but does meet the requirement in a different way.

Req. #	H. Application Workflow Requirements	Total Possible Points
<b>H</b>	<b>Application Workflow Requirements</b>	<b>165</b>
	The REAL ID application must include the following components (or equivalent functionality): <ul style="list-style-type: none"> <li>• Facility Application</li> <li>• Central Office Application</li> <li>• Administrative Functions</li> </ul>	
H1	<b>Facility Application Requirements - Login</b>	<b>5</b>
	Ability to login to the REAL ID application using the fingerprint reader.	
	Ability to login to the REAL ID application using a username and password.	
H2	<b>Facility Application Requirements - Menu</b>	<b>5</b>
	Ability to access menu choices based on the security rights associated with the username.	
	Ability to access the facility's daily schedule from the menu.	
	Ability to access a queue of waiting applicants from the menu.	
	Ability to access or start a REAL ID transaction from the menu.	
	Ability to access the REAL ID Central Office application from the menu.	
	Ability to access administrative functions from the menu.	
H3	<b>Facility Application Requirements - Scheduling</b>	<b>5</b>
	Ability to access the facility functions of the scheduling application.	
	See scheduling section for scheduling system requirements.	
H4	<b>Facility Application Requirements – Queue / Check-in</b>	<b>10</b>
	Ability to access a queue of applicants waiting to be processed.	
	Ability to determine which applicant needs to have their photo taken.	
	Ability to determine the order that applicants should be processed based on their arrival time.	
	Ability to select an applicant from the queue for processing.	
	Ability to check-in the applicant with a single click.	
	Ability to send to queue for photo when checked in.	
	Ability to scan and read the (2d) barcode on a DL / non-compliant ID or REAL ID.	
H5	<b>Facility Application Requirements – Image</b>	<b>10</b>
	Ability to access the image capture system from the facility application.	
	Ability to capture full facial digital photograph of the applicant with non-proprietary COTS high-resolution	

Req. #	H. Application Workflow Requirements	Total Possible Points
	ISO-compliant camera.	
	The facial image must meet <b>ISO/IEC 19794-5:2005(E) Information Technology – Biometric Data Interchange Formats – Part 5: Face Image Data.</b>	
	The facial image must meet the minimum criteria of the REAL ID Regulations.	
	Lighting shall be equally distributed on the face.	
	The face from crown to the base of the chin, and from ear-to-ear, shall be clearly visible, and free of shadows.	
	Veils, scarves or headdresses must not obscure any facial features and not generate shadow. The person may not wear eyewear that obstructs the iris or pupil of the eyes and must not take any action to obstruct a photograph of their facial features.	
	Where possible, there must be no dark shadows in the eye-sockets due to the brow.	
	The iris and pupil of the eyes shall be clearly visible.	
	Care shall be taken to avoid "hot spots" (bright areas of light shining on the face).	
	Photographs must be in color.	
<b>H6</b>	<b>Interface - Facial Recognition System</b>	<b>10</b>
	Ability to interface to the existing SOS Facial Recognition System.	
	Ability to integrate captured facial images with L-1/Viisage FaceExplorer Facial Recognition System (FRS)	
	Ability to provide real-time image quality checks and best practices compression standards or other compatible with L-1/Viisage FaceExplorer at the customer workstation level	
	Ability to provide output and integration to the L-1/Viisage FaceExplorer system and other required REAL ID systems in JPG, BMP, or TIF formats from a secure encrypted image storage database.	
	Ability to provide integration and updates of REAL ID card related data and applicant specific data in conjunction with corresponding photo, to the L-1/Viisage FaceExplorer database.	
	Ability to use L-1/Viisage FaceExplorer FRS SDK and built-in applications to allow exchange of images and data between existing FRS system and the vendor proposed REAL ID system.	
	Ability to receive status flag(s) from L-1/Viisage FaceExplorer photo comparison results to be applied to REAL ID record (flag is one determining factor in releasing the record for REAL ID card printing/mailing to customer).	
<b>H7</b>	<b>Facility Application Requirements – Transaction Type</b>	<b>5</b>
	Ability to select the type of transaction.	
	First time applicant	
	Renewal	
	Corrected	
	Duplicate	
	Voluntary Surrender	
	Inquiry	
	Ability to access the correct workflow for the type of transaction selected.	
<b>H8</b>	<b>Facility Application Requirements – Document Scanning &amp; Management</b>	<b>5</b>

Req. #	H. Application Workflow Requirements	Total Possible Points
	Ability to access the document scanning system.	
	See document management section for specific requirements.	
H9	<b>Facility Application Requirements – Customer Record</b>	25
	Ability to create a permanent customer record for each applicant.	
	Ability to assign a unique customer ID (REAL ID Number).	
	Ability to store transaction information.	
	Ability to record transaction status.	
	Ability to retain transaction history.	
	Ability to link transaction information to customer record.	
	Ability to link multiple transactions to one customer record.	
	Ability to retrieve previous transaction details.	
	Ability to retrieve incomplete transaction data.	
	Ability to complete the transaction during a return visit within 1 year.	
	Ability to override the fee if previously collected within 1 year.	
	Collect a new photo for each transaction.	
	Process verifications each time - as required.	
	Ability to retrieve a customer record for a returning applicant.	
	Ability to view information in the record.	
	Ability to update information in the record.	
	Ability to scan documentation in support of the information change.	
	Ability to retain name history.	
	Ability to flag a record for expedited processing.	
H10	<b>Facility Application Requirements – Manual Document Authentication</b>	5
	Ability to record information regarding the authenticity (as determined by manual inspection) of each document.	
	Ability to indicate if a document is suspected to be fraudulent.	
H11	<b>Facility Application Requirements – Payment</b>	5
	Ability to calculate fee amount by transaction type.	
	Ability to display fee amount for the transaction.	
	Ability to override fee amount.	
	Require supervisor ID to change fee amount.	
	Require explanation when fee amount is changed.	
	Ability to select payment type.	
	Personal Check	
	Cashier's Check	
	Master Card	



Req. #	H. Application Workflow Requirements	Total Possible Points
	Discover	
	Money Order	
	Debit Card	
H12	<b>Facility Application Requirements – Declaration &amp; e-signature</b>	<b>10</b>
	Ability to display information to the applicant on the signature pad.	
	Ability to receive feedback from the applicant through the signature pad.	
	Ability to capture the applicant's electronic signature.	
	See declaration section for specific requirements.	
H13	<b>Facility Application Requirements – Internal Record Check</b>	<b>10</b>
	Ability to search the REAL ID database to determine if the applicant already has a REAL ID.	
	Ability to determine if the applicant has a Driver license or non-compliant ID card in the Driver's database via request to Driver's system.	
	See Record Check section for specific requirements.	
H14	<b>Facility Application Requirements – Verifications</b>	<b>20</b>
	Ability to send information to external systems for verification of the applicant's information.	
	Ability to receive information from external systems for verification of the applicant's information.	
	Ability to update the customer record with information received from the verification systems.	
	See Verifications section for specific requirements.	
H15	<b>Facility Application Requirements – Receipt</b>	<b>5</b>
	Ability to print a receipt for the applicant on plain 8 ½ x 11 paper.	
	Ability to print verification information on the receipt.	
	Ability to print payment information on the receipt.	
	Ability to print legal information on the receipt.	
	Ability to print the declaration statement on the receipt.	
	Ability to print all the information that will be included on the card.	
	Ability to print the applicant's signature	
H16	<b>Facility Application Requirements – Comments</b>	<b>5</b>
	Ability to enter comments to be stored with the transaction to document exceptions processing.	
H17	<b>Back Office Application Requirements</b>	<b>25</b>
	Ability to send transaction information to a queue for back office processing.	
	Ability to continue processing a REAL ID transaction that was started in a facility.	
	Ability to determine verifications that are not complete.	
	Ability to process transaction through the Facial Recognition System.	
	Ability to process any incomplete verifications	
	Ability to view each transaction as a case.	
	Ability to manage each transaction as a case.	

Req. #	H. Application Workflow Requirements	Total Possible Points
	Ability to enter case notes for each transaction.	
	Ability to view the current status of each transaction.	
	Ability to send the transaction for central issuance when all the requirements are met.	
	Ability to generate a problem letter to the applicant if any requirements cannot be met.	

**Scheduling** - SOS has a web-based scheduling tool that is currently used for Commercial Driver License testing. This tool could be modified to meet the scheduling requirements of Real ID and then integrated with the proposed solution. Please clearly indicate in your response if you are proposing to integrate our existing tool, or if you are proposing some other solution.

Req. #	I. Appointment Scheduling Requirements	Total Possible Points
<b>I</b>	<b>Appointment Scheduling Requirements</b>	<b>25</b>
II	<b>Website</b>	<b>5</b>
	Ability for an individual to schedule their own appointment through the public website	
	Ability to access system 24 / 7	
	Ability to enter the following information:	
	Name	
	DOB	
	Email address	
	Phone number	
	Lawful Status	
	Ability to view available appointments for a specific facility	
	Ability to view next available appointments for any facility	
	Ability to determine eligibility for an appointment	
	Individuals born in 1964 or later are eligible for transaction type "New"	
	Individuals born in 1963 or earlier need to be given instructions for transaction type "New"	
	Ability to determine eligibility for an appointment based on other criteria to be determined.	
	Individuals who are citizens or permanent residents are able to renew their REAL IDs one year prior to the expiration date of the card.	
	Individuals who are temporary visitors are able to renew their REAL IDs 180 days prior to the expiration date of their card.	
	Individuals who need a corrected or duplicate card are able to schedule an appointment at any time.	
	Ability to verify that the individual doesn't already have an appointment	

Req. #	I. Appointment Scheduling Requirements	Total Possible Points
	Ability for an individual to cancel an appointment	
	Ability to send an email confirmation when an appointment is cancelled	
	Ability to assign a transaction number to an appointment	
	Ability to display a printable confirmation when an appointment is scheduled	
	Ability to email a confirmation when an appointment is scheduled	
	Ability to email reminder if email address is available	
	Email reminder 48 hours before appointment	
12	<b>Appointment via Phone</b>	<b>5</b>
	Ability for internal staff to use the appointment tool to schedule an appointment for someone over the phone	
	Ability to access system during REAL ID facility operational hours	
	Ability to limit access from workstation other than SOS workstations	
	Ability to capture user login information	
	Ability to enter the following information:	
	Name	
	DOB	
	Email address	
	Phone number	
	Lawful Status	
	Ability to view available appointments for a specific facility	
	Ability to view next available appointments for any facility	
	Ability to determine eligibility for an appointment	
	Individuals born in 1964 or later are eligible	
	Individuals born in 1963 or earlier need to be given instructions	
	Individuals who are citizens or permanent residents are able to renew their REAL IDs one year prior to the expiration date of the card.	
	Individuals who are temporary visitors are able to renew their REAL IDs 180 days prior to the expiration date of their card.	
	Individuals who need a corrected or duplicate card are able to schedule an appointment at any time.	
	Ability to over-ride eligibility criteria.	
	Ability to verify that the individual doesn't already have an appointment	
	Ability to cancel an appointment for an individual	
	Ability to send an email confirmation when an appointment is cancelled if email address is available	
	Ability to assign a transaction number to an appointment	
	Ability to display confirmation	

Req. #	I. Appointment Scheduling Requirements	Total Possible Points
	Ability to email a confirmation when an appointment is scheduled if email address is available	
	Ability to email reminder if email address is available	
	Email reminder 48 hours before appointment	
I3	<b>Walk-in (Schedule Future Appointment)</b>	<b>5</b>
	Ability for facility staff to schedule a walk-in appointment	
	Ability to access system during REAL ID facility operational hours	
	Ability to limit access to facility workstations	
	Ability to capture user login information	
	Ability to scan barcode to populate data fields	
	Ability to enter the following information:	
	Name	
	DOB	
	Email address	
	Phone number	
	Lawful Status	
	Ability to view available appointments for a specific facility	
	Ability to view next available appointments for any facility	
	Ability to determine eligibility for an appointment	
	Individuals born in 1964 or later are eligible	
	Individuals born in 1963 or earlier need to be given instructions	
	Individuals who are citizens or permanent residents are able to renew their REAL IDs one year prior to the expiration date of the card.	
	Individuals who are temporary visitors are able to renew their REAL IDs 180 days prior to the expiration date of their card.	
	Individuals who need a corrected or duplicate card are able to schedule an appointment at any time.	
	Ability to over-ride eligibility criteria.	
	Ability to verify that the individual doesn't already have an appointment	
	Ability to cancel an appointment for an individual	
	Ability to send an email confirmation when an appointment is cancelled if email address is available	
	Ability to assign a transaction number to an appointment	
	Ability to display a printable confirmation	
	Ability to email a confirmation when an appointment is scheduled if email address is available	
	Ability to email reminder if email address is available	
	Email reminder 48 hours before appointment	

Req. #	I. Appointment Scheduling Requirements	Total Possible Points
I4	<b>Facility Functions</b>	5
	Ability to access facility functions	
	Ability to use the scheduling system when there is no web access	
	Ability to view daily appointments	
	Ability to switch to weekly view	
	Ability to switch to monthly view	
	Ability to check-in applicant with single-click	
	Ability to select a blank appointment to assign a walk-in	
	Ability to search all facilities for an appointment	
	Search by Name	
	Search by phone number	
	Search by DOB	
	Search by confirmation #	
	Ability to view hit list of possible matches	
	Ability to select from hit list	
	Ability to check-in applicant with single-click	
	Ability to cancel appointment and add as walk-in	
	Ability to add a future appointment	
	Ability to send name to queue for photo when checked-in	
I5	<b>Administrative Functions</b>	5
	Ability to access administrative functions	
	Ability to block appointments for walk-ins by facility	
	Ability to block appointments for particular days by facility	
	Ability to cancel appointments for an entire day by facility	
	Ability to send email notification to individuals when appointments are cancelled	
	Ability to generate reports from appointment data	

**Document Management** – SOS has a separate project in progress to develop a document scanning and management solution for the Temporary Visitor Driver License facilities. Pending the completion of that project, that solution could be modified to meet the requirements of REAL ID and integrated with the proposed solution. Please clearly indicate in your response if you are proposing to integrate our existing system, or if you are proposing some other solution.

Req. #	J. Document Scanning Requirements	Total Possible Points
<b>J</b>	<b>Document Scanning &amp; Management</b>	<b>50</b>
J1	<b>Scanning</b>	10
	Ability to scan source documents presented by applicants.	
	Ability to view document images after scanning.	
	Ability to accept document images.	
	Ability to reject document images.	
	System ability to assign a document class & type.	
	Ability to view automatic document classification.	
	Ability to modify automatic document classification.	
	Ability to select classification for documents not automatically classified.	
	Ability to assign multiple document classes	
	Ability to index scanned documents for retrieval.	
	Name	
	REAL ID Number	
	DL/ID Number	
	State of Issuance	
	SSN	
	Transaction ID	
	Facility #	
	Document type (proof of name, DOB, address, etc.)	
	Document class (identity, medical, etc.)	
	Scan date	
	Scan operator #	
	Passport #	
	A or I number	
	Expiration date of lawful stay - could be date or could say "undetermined"	
	Lawful Status (student, temporary visitor, refugee, permanent legal resident, etc.)	
	System ability to determine if all required documents have been scanned for the transaction type.	
	System ability to determine verifications needed based on document type.	
	Ability to overlay the document image with a barcode.	
<b>J2</b>	<b>Storage</b>	10
	Ability to store scanned source documents.	
	Document images must be stored in TIF or compatible standard format.	
	Ability to store documents that could NOT be authenticated.	
	If card is not issued, store document images for 5 years.	

Req. #	J. Document Scanning Requirements	Total Possible Points
	Ability to store authenticated documents.	
	If card is issued, document images must be stored for 10 years.	
	If card is renewed, restart 10-year retention period.	
	Ability to store applicant's photo.	
	Photo must be stored in JPEG 2000 or compatible standard format.	
	If card is not issued, must store photo for 5 years.	
	If card is issued, must store photo for 10 years.	
	If card is renewed, restart 10-year retention period.	
	Ability to link images from multiple page documents.	
J3	<b>Retrieval</b>	10
	Ability to retrieve active (current) document images.	
	Document images must be able to be retrieved by the indexed data elements.	
	Facility personnel must have the ability to retrieve document images.	
	Central office personnel must have the ability to retrieve document images.	
	Ability to view retrieved document images.	
	Ability to retrieve old document images (not active but still retained)	
	Ability to compare document images from different individuals.	
	Ability to print document images with proper access.	
	Printed identity document images must have a watermark to show they are not originals.	
	No ability to download document images.	
	Ability to retain and retrieve transaction information if the applicant leaves and returns at a different date/time.	
	Incomplete transaction information must be retained for 1 year from date of last activity. (An incomplete transaction is one where documents were scanned, but the transaction did not make it through to card issuance)	
J4	<b>Security</b>	10
	Ability to control access to document images.	
	Ability to implement role based security.	
	Facility personnel must not be allowed to print document images.	
	Ability to download document images must be prohibited.	
J5	<b>E-form</b>	10
	Ability to store application form.	
	Ability to store applicant's signature.	
	Signature images must be stored in TIF or compatible standard format.	

The requirements in table (K) below assume an electronic solution to presenting the required information and capturing the signature. Alternative solutions are acceptable as long as they are clearly explained in the proposal. The signature must be captured electronically for printing on the REAL ID card, but the information could be presented to the applicant in another way.

Req. #	K. Declaration & Electronic Signature Requirements	Total Possible Points
<b>K</b>	<b>Declaration &amp; Electronic Signature</b>	<b>20</b>
K1	<b>Demographics</b>	<b>5</b>
	Ability to display demographic information for the customer to review.	
	Must display all information that will be printed on the card.	
	The applicant must have the ability to confirm the information.	
	The applicant must have the ability to indicate that the information is not correct.	
	The applicant's response must be stored with the transaction.	
K2	<b>Declaration &amp; Legal Language</b>	<b>5</b>
	Ability to display the declaration statement.	
	The applicant must have the ability to agree to the information presented in the declaration.	
	The applicant must have the ability to cancel if they do not agree to the statements presented in the declaration.	
	The applicant's response must be stored with the transaction.	
	Ability to display legal information regarding the fee collected.	
	The applicant must have the ability to agree to the legal information presented.	
	The applicant must have the ability to cancel if they do not agree to the legal statements presented.	
	The applicant's response must be stored with the transaction.	
	The applicant must have the ability to go back to the previous screen.	
	If the applicant returns to a previous screen, they must complete the information on all the screens that follow, even if already answered.	
K3	<b>Payment Information</b>	<b>5</b>
	Ability to display information about the fee and method of payment.	
	The applicant must have the ability to confirm the payment information.	
	The applicant must have the ability to indicate that the information is not correct.	
	The applicant's response must be stored with the transaction.	
	The applicant must have the ability to go back to the previous screen.	
	If the applicant returns to a previous screen, they must complete the information on all the screens that follow, even if already answered.	
K4	<b>Signature</b>	<b>5</b>
	Ability to capture an electronic signature.	
	The applicant must have the ability to accept the signature.	
	The applicant must have the ability to clear the signature and re-sign.	
	The signature must be stored as a .tif file.	
	The signature must be stored for 5 years if the card is NOT issued.	
	The signature must be stored for 10 years if the card IS issued.	



Req. #	K. Declaration & Electronic Signature Requirements	Total Possible Points
	The applicant must have the ability to go back to the previous screen.	
	If the applicant returns to a previous screen, they must complete the information on all the screens that follow, even if already answered.	

Req. #	L. Record Check Requirements	Total Possible Points
<b>L</b>	<b>Record Check Requirements</b>	<b>30</b>
L1	<b>REAL ID Database</b>	<b>10</b>
	Ability to request a search of the REAL ID database to determine if the applicant already has a customer record.	
	Ability to search the REAL ID database by:	
	Social Security Number.	
	Name and Date of Birth	
	System ability to return a list of possible matches.	
	Ability to select a match to retrieve the record, including photo and signature.	
	Ability to search the REAL ID database by Name and date of birth.	
L2	<b>Driver's Database</b>	<b>20</b>
	Ability to request a search of the Driver's database to determine if the applicant already has a customer record.	
	Ability to request a search of the Driver's database by Social Security Number.	
	System ability to return a list of possible matches.	
	Ability to select a match to retrieve the record.	
	Ability to request a search of the Driver's database by Name and date of birth.	
	System ability to return a list of possible matches.	
	Ability to select a match to retrieve the record.	
	Ability to determine what cards the applicant holds.	
	Ability to compare the personally identifiable information on all cards.	
	Ability to send a flag to the DL record if information will need to change to meet REAL ID requirements.	
	Ability to store all name differences in REAL ID record.	
	Ability to send a flag to the non-compliant ID record so that it cannot be renewed if the applicant holds a REAL ID.	
	Ability to send a flag to the non-compliant ID record if the applicant surrenders the card at the time of application for a REAL ID.	
	Ability to retrieve and compare photo and signature from DL or non-compliant ID records.	
	Ability to link the REAL ID record with the DL and/or non-compliant ID record.	

Req. #	M. Verification Requirements	Total Possible Points
<b>M</b>	<b>Verification Requirements</b>	<b>35</b>
M1	<b>Address Verification</b>	5
	Ability to integrate the SOS address verification system – currently QAS	
	Ability to track status of address verification – verified, not verified	
<b>M2</b>	<b>SAVE Verification</b>	10
	Ability to enter and store lawful status information.	
	Ability to submit the A or I number from the applicant's immigration document for first level SAVE verification.	
	Ability to receive a response from the first level SAVE verification.	
	Ability to store the information returned from the first level SAVE verification.	
	Ability to flag the record if first level SAVE is clear.	
	Ability to flag the record if first level SAVE is NOT clear.	
	Ability to enter information requested for second level SAVE verification.	
	Ability to submit information for second level SAVE verification.	
	Ability to flag the record when second level SAVE information has been submitted.	
	Ability to store information returned from second level SAVE verification.	
	Ability to enter information requested for third level SAVE verification.	
	Ability to submit information for third level SAVE verification.	
	Ability to flag the record when third level SAVE information has been submitted.	
	Ability to store information returned from third level SAVE verification.	
	Ability to determine instructions for the applicant if SAVE issues cannot be resolved.	
<b>M3</b>	<b>SSOLV Verification</b>	10
	Ability to submit information for SSOLV verification.	
	Ability to submit the applicant's name.	
	Ability to submit the applicant's date of birth.	
	Ability to submit the applicant's social security number.	
	Ability to receive a response from the SSOLV verification.	
	Ability to store the full response from SSOLV- reason code and explanation.	
	Ability to resubmit the SSOLV verification with corrected information.	
	Ability to resubmit the SSOLV verification with a different name. (Not corrected name - different - based on documentation provided.)	
	Ability to determine instructions for the applicant if SSOLV issues cannot be resolved.	
<b>M4</b>	<b>National Verification Hub</b>	10
	Ability to connect to the national verification hub when it becomes available.	

Req. #	M. Verification Requirements	Total Possible Points
	Ability to submit information to the national hub for verification.	
	Ability to receive a response from the national hub.	
	Ability to store information received from the national hub.	
	Ability to flag the record based on verification information received from the hub.	
	Ability to determine instructions for the applicant if verification issues cannot be resolved.	

Req. #	N. Central Issuance Interface Requirements	Total Possible Points
<b>N</b>	<b>Central Issuance Interface Requirements</b>	<b>20</b>
N1	Ability to exchange data between the proposed REAL ID system and the Central Issuance vendor to allow the production and mailing of REAL ID cards.	
N2	Ability to encrypt data and transmit securely to and from the Central Issuance vendor.	
N3	Ability to receive a flag from the Central Issuance vendor when the card has been printed and mailed.	
N4	Ability to update the customer record with the flag received from the Central Issuance vendor.	
N5	Ability to format the data for the card including photo and signature to be sent as either individual data elements or as a complete card layout per the requirement of the Central Issuance vendor.	
N6	Ability to send expedited records to the Central Issuance vendor for priority printing.	
N7	Ability to transmit card production data files to Central Issuance vendor a minimum of once daily per the requirements of the Central Issuance vendor.	
N8	Ability to transmit card production data files to the Central Issuance vendor a minimum of six days per week as needed to accommodate REAL ID facility operational hours.	
N9	Ability to request status information for individual records from the Central Issuance vendor.	
N10	Ability to receive status information for individual records from the Central Issuance vendor.	
N11	Ability to store a history of status requests on individual records with comments from back office employees.	

Req. #	O. Additional Technical Requirements	Total Possible Points
<b>O</b>	<b>Additional Technical Requirements</b>	<b>50</b>
O1	<b>Software and Equipment</b>	
	<p>During the planning and design phase of the RFP, vendor shall recommend software and equipment, if applicable. The recommendation should be based upon requirements that will be given to the selected vendor. The vendor can refer to SOS's proposed workstation diagram as an example. <i>See Appendix A for the workstation diagram.</i></p> <p>The vendor shall provide a list of all software that is needed for the proposal. This includes all proprietary and/or third party software.</p>	

Req. #	O. Additional Technical Requirements	Total Possible Points
	The hardware recommendations made by the vendor will be considered, but SOS will procure the hardware separately.	
	Vendor must disclose any intention to use proprietary equipment in the written response to the RFP.	
<b>O2</b>	<b>System Diagnostics</b>	
	SOS and the vendor will discuss and agree upon system diagnostic solutions during the design phase. SOS currently has diagnostic solutions that could be used as part of a recommended solution.	
<b>O3</b>	<b>System Monitoring</b>	
	SOS and the vendor will discuss and agree upon system monitoring solutions during the design phase. SOS currently has monitoring solutions that could be used as part of a recommended solution.	
<b>O4</b>	<b>System Utilities</b>	
	SOS and the vendor will discuss and agree upon system utility solutions during the design phase. SOS currently has utility solutions that could be used as part of a recommended solution.	
<b>O5</b>	<b>Communications</b>	
	SOS will be responsible for communication between the facilities and the SOS data center. The detailed connectivity specifications will be discussed at the pre-bid conference.	
<b>O6</b>	<b>System Security</b>	
	<p>SOS and the vendor will discuss and agree upon system security solutions during the design phase. SOS currently has security solutions that could be used as part of a recommended solution. The system design phase of the project will be expected to address, but is not limited to, the following requirements:</p> <ul style="list-style-type: none"> <li>❑ All data stored on servers shall be secured from unauthorized access and inadvertent disclosure. This includes, but is not limited to, data regarding systems, customers, business processes and/or investigations. The public’s personal identification information must be kept confidential. Only authorized users will be able to access the application.</li> <li>❑ Unless necessary to ensure successful data uploading or other essential system operations, the system must not cache or store any content on the client hardware.</li> <li>❑ The system must have the capacity to encrypt system data and images for security purposes.</li> <li>❑ The system must be able to log all user action/operations at the transaction level for use in later audit or investigation.</li> </ul>	
<b>O7</b>	<b>Passwords and Logon IDs</b>	
	Vendor must follow SOS standards for passwords and logon IDs.	
	Vendor must be prepared to authenticate user throughout the transaction.	

Req. #	O. Additional Technical Requirements	Total Possible Points
O8	<b>Backup, Disaster Recovery, and Continuity of Operations</b>	Mandatory
	Vendor is expected to provide disaster recovery plans for any software provided. These plans must follow and be compatible with SOS disaster recovery standards and procedures.	
	The vendor's plan must ensure the continuity of business in the event of a disaster, and meet a standard of less than forty-eight (48) hour suspension in services to SOS customers. Vendor should be aware that SOS is moving toward COOP compliant standards in 2010 that will require recovery of services within twelve (12) hours.	
	Disaster recovery testing must occur prior to the final system acceptance.	
	REAL ID application data must be backed up in accordance with standard SOS policies.	
O9	<b>System Availability and Downtime</b>	
	<p>REAL ID application must operate during the SOS REAL ID facility operational hours. The system design shall minimize the extent and scope of system downtime for the purpose of system maintenance such as system software upgrades, and addition of system components.</p> <p>In the event of a power or communication failure:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> In-process transactions in system queues must be able to be restarted after power-up with no loss of transactions or data;</li> <li><input type="checkbox"/> If transaction cannot be restarted, it must roll back to beginning;</li> <li><input type="checkbox"/> Application software must restart at the point displayed prior to the power failure;</li> <li><input type="checkbox"/> Software settings must return to the settings displayed prior to the power failure; and</li> <li><input type="checkbox"/> All regularly required statistical and audit transactions regarding applications in-progress must be restored and must continue to function as if no interruption had occurred.</li> <li><input type="checkbox"/> Since there will be no local storage of data, application must not accept entry while communications are unavailable.</li> </ul>	
	The REAL ID web based scheduling system must be available for use 24 x 7 x 365.	
O10	<b>Data Storage</b>	Mandatory
	All data will be stored at the SOS data center in order to comply with State statutory provisions, administrative rules and records retention requirements.	
	The data associated with this application is the property of SOS and is not available for resale or distribution.	
O11	<b>Reports</b>	

Req. #	O. Additional Technical Requirements	Total Possible Points
	SOS and the vendor will discuss and agree upon production report requirements during the design phase. The system design phase must address, but is not limited to, the following requirements:	
	<input type="checkbox"/> The reporting capability for the system must support role based access.	
	<input type="checkbox"/> The system's capacity to generate reports must be user-friendly and usable by employees who are not computer programmers. Operation of the system's reporting functions must be presented in an intuitive and simple-to-use format that is appropriate to the skill level of a computer user who is familiar with common suites of office application software such as Microsoft Office (i.e. MS Word, Outlook, Excel, Access, PowerPoint).	
	<input type="checkbox"/> The system must produce reports automatically in accordance with a predefined schedule (standard) or in response to queries submitted by authorized operators (on-demand). Standard reports must be able to be routed, either automatically or under operator control, to designated network workstations and/or network printers.	
	<input type="checkbox"/> The system must provide the capability for system programmers to access transaction logs and to develop standard reports that depict transaction activity during a specified time period, including transaction counts by transaction type, originator, time-of-day and day-of-week, etc.	
	<input type="checkbox"/> Training materials and technical manuals shall include a detailed description of the basic reporting functionality that is available within designated aspects of the vendor-proposed software.	
	<input type="checkbox"/> The system must provide real time threshold reporting.	
	<input type="checkbox"/> Examples of production reports include, but are not necessarily limited to: <ul style="list-style-type: none"> <li><input type="checkbox"/> Database activity statistics, including record counts by record type, originator and record date;</li> <li><input type="checkbox"/> Adds (enrollments), changes, deletes and purges by selected record type, selected facility, workstation and/or selected user;</li> <li><input type="checkbox"/> Daily, weekly, monthly, and annual statistics sorted by facility, workstation, and/or user;</li> <li><input type="checkbox"/> System repository activities, including statistics for complete and incomplete records;</li> <li><input type="checkbox"/> Source, frequency and outcome indicators associated with database audits and system integrity checks;</li> <li><input type="checkbox"/> System status, backup activity, downtime, error incident counts and media usage with a designated time period;</li> <li><input type="checkbox"/> Processing statistics by transaction type / transaction originator for automated processing, manual processing and rejected transactions; and</li> <li><input type="checkbox"/> Cost accounting reports by application type/application originator for transactions with associated applicant fees conducted within a specific date or time period.</li> <li><input type="checkbox"/> Other business reporting requirements are to be determined.</li> </ul>	
O12	<b>Service Level Agreement</b>	Mandatory
	SOS and the vendor will discuss and agree upon a Service Level Agreement during the project. The Service Level Agreement must cover items, such as, but limited to, the following areas:	

Req. #	O. Additional Technical Requirements	Total Possible Points
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Support for the Help Desk</li> <li><input type="checkbox"/> Warranty and Maintenance</li> <li><input type="checkbox"/> Preventative Maintenance</li> <li><input type="checkbox"/> Point of Contact</li> <li><input type="checkbox"/> Software Updates</li> <li><input type="checkbox"/> Availability minimums</li> </ul> <p>A draft Service Level Agreement must be included in the proposal.</p>	
	<p><b><i>Support for the Help Desk</i></b>  SOS and the vendor will discuss and agree upon Help Desk requirements during the design phase. The system design phase must address, but is not limited to, the following requirements:</p> <p><b>The system must provide online “help” features accessible to all system users.</b>  Technical assistance manual and Help screens must be furnished to the SOS Help desk by the vendor.</p> <p>During the initial implementation period and any contract extensions:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The vendor shall designate technicians, troubleshooters and technical support specialists who will assist SOS Help Desk personnel in learning to respond directly to routine inquiries or trouble calls.</li> <li><input type="checkbox"/> The vendor shall designate telephone support numbers that may be routinely utilized by any representative of an SOS Help Desk or other authorized personnel for the purpose of reaching a technical system support specialist employed by the vendor in the event of a requirement for problem solving or trouble shooting, If the access number varies for support for problems with various components of the system the vendor shall specify this within the proposal and shall provide all of the details necessary for accessing system support: means, availability, response time, response procedures.</li> <li><input type="checkbox"/> SOS reserves the right to determine and assign a level of severity to reported issues or support problems. The details and response times for each level will be defined in the SLA.</li> </ul> <p><b>Warranty and Maintenance</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The response to the RFP must clearly describe the overall approach that the vendor will take to reducing or eliminating downtime by quickly addressing system failures during the initial contract period and any subsequent contract extensions.</li> </ul>	

Req. #	O. Additional Technical Requirements	Total Possible Points
	<ul style="list-style-type: none"> <li>❑ The response to the RFP must include provisions concerning: response time, points of contact, software upgrades and obsolescence.</li> <li>❑ The vendor shall render maintenance to keep all vendor provided software in, or restored to, good working order. Maintenance includes preventative and remedial maintenance, system upgrades, etc. Maintenance also includes the provision of technical advice to system users.</li> <li>❑ “Restored to good working order” shall be defined as software that performs all functions as prescribed in the system design and implemented.</li> <li>❑ The vendor will employ an adequate number of trained technicians sufficient to meet the warranty – maintenance requirements of the contract and to service the software in a professional manner with qualified personnel.</li> <li>❑ The vendor shall supply technical bulletins and updated user guides as required as system changes and updates are made;</li> <li>❑ The vendor shall correct or replace the software to remedy any programming error which is attributable to the vendor;</li> <li>❑ The vendor shall exert best effort to perform all fault isolation and problem determination, including software problem diagnosis that is attributed to the software covered under the contract or the agreement</li> <li>❑ During the initial contract period and any subsequent contract extensions, the vendor shall be responsible for the cost of all repairs, including software, consulting services, labor, shipping / handling and any other costs associated with maintaining the REAL ID application system.</li> <li>❑ Travel time and per diem expenses related to remedial and preventive maintenance shall not be considered expenditures billable to SOS.</li> <li>❑ During the term of the contract the vendor must provide SOS with a monthly report that tallies and describes maintenance performed and downtime experienced for the system or system components.</li> <li>❑ Response Time and Time frames                         <ul style="list-style-type: none"> <li>○ Major system components pre-identified within the Warranty - Maintenance Agreement must be operational during normal REAL ID facility operational hours.</li> <li>○ All maintenance to major system components must be coordinated with SOS operations and shall at no time affect the operating system in use at the SOS.</li> <li>○ For the entire term of the contract, on-site remedial and preventive maintenance shall be made available by the vendor 24 x 7 x 365.</li> <li>○ Within 15 minutes of a telephone call, vendor personnel, knowledgeable about the operation of the REAL ID application system must call the REAL ID facility that is reporting the problem to determine the exact problem and to try to talk through a solution to the problem.</li> <li>○ On-site remedial maintenance conducted by the vendor shall be completed within a four or eight hour timeframe unless SOS and the vendor mutually agree to another period of</li> </ul> </li> </ul>	



Req. #	O. Additional Technical Requirements	Total Possible Points
	<p>time.</p> <ul style="list-style-type: none"> <li>○ Downtime shall be calculated from the time SOS first notifies the vendor's designated representative of the inoperative condition until the system is returned to proper operating condition.</li> <li>○ If on-site remedial maintenance is not completed and system operations are not restored within the times as prescribed, and downtime exceeds the maintenance time frames as established and described above, the vendor shall be deemed in default of standards of performance and subject to liquidated damages.</li> <li>○ Scheduling system must be available on the web for use 24 x 7 x 365</li> </ul>	
	<p><b><i>Preventative Maintenance</i></b></p> <ul style="list-style-type: none"> <li>❑ Preventive or scheduled maintenance shall be performed at mutually agreed upon intervals. The vendor will arrange for preventive maintenance or remedial training for users to be performed in accordance with a scope and time that is approved by SOS. The vendor shall specify, prior to implementation, the frequency and duration of the preventive maintenance required and SOS shall specify when the preventive maintenance shall be performed, subject to change and agreement from both parties.</li> <li>❑ Preventive maintenance shall be on-site at either the REAL ID facilities or the headquarters facilities of SOS.</li> <li>❑ The vendor shall identify all key personnel who shall be providing maintenance on the software and furnish SOS with a means of identifying these personnel, furnish SOS with credentials on these personnel, as well as, the results of the required background checks.</li> <li>❑ The vendor shall notify SOS at least fifteen (15) days in advance of any reductions in staffing levels of key personnel assigned to serve the IL SOS.</li> </ul>	
	<p><b><i>Point of Contact</i></b></p> <ul style="list-style-type: none"> <li>❑ The vendor will provide telephone support, remote computerized maintenance or on-site repair for all unresolved warranty and maintenance problems, ensuring that all necessary adjustments, repairs, replacement of system components or modifications to software are completed as needed to ensure system operation.</li> <li>❑ The SOS Department of Technology Help Desk will be designated to serve as the initial point of contact for SOS users with routine questions or problems relating to the system. The vendor will act in conjunction with SOS Help Desk staff to develop guidelines for troubleshooting that will assist in diagnosing system problems, resolving issues and referring maintenance requests when required.</li> </ul>	

Req. #	O. Additional Technical Requirements	Total Possible Points
	<ul style="list-style-type: none"> <li data-bbox="310 277 1478 337">❑ During the term of the contract, the vendor will provide SOS with a toll free number to use to contact the vendor 24 x 7 x 365 whenever a system component becomes inoperative.</li> <li data-bbox="310 370 1478 462">❑ In regards to warranty and maintenance, the SOS Help Desk will eventually be responsible for logging all user inquiries, performing routine troubleshooting in accordance with the pre-established guidelines and notifying the vendor when a problem remains unresolved.</li> </ul>	
	<p data-bbox="310 500 512 526"><b><i>Software Updates</i></b></p> <ul style="list-style-type: none"> <li data-bbox="310 532 1478 625">❑ The vendor must notify SOS of and supply SOS all software upgrades (required or optional) for the duration of the initial contract and additional contract renewal extensions, if any, at no additional cost to the State. SOS retains the authority to determine which updates are applied.</li> <li data-bbox="310 657 1423 683">❑ The vendor must follow SOS version change control standards in effect at time of software upgrade.</li> <li data-bbox="310 716 1457 776">❑ The vendor must guarantee that long-term product support will be available for a minimum of 10 years following the date of implementation.</li> <li data-bbox="310 808 1478 901">❑ The vendor shall provide a capability to track and report system update history. The vendor must provide a capability to roll back software changes or updates with no degradation or corruption of current or archived data.</li> <li data-bbox="310 933 1415 993">❑ The vendor must provide updated technical bulletins, software documentation and user guides, and necessary training to go along with software upgrades.</li> </ul>	

#### **Section 4: Description of Current Environment**

SOS does not currently have a REAL ID application. SOS driver's license/ identification card issuance processes, databases, and facilities will remain separate from the REAL ID system. These existing processes interface with external entities for SSOLV, SAVE, PDPS, and CDLIS verifications, etc. The information discussed in this section outlines our current environment, but does not necessarily relate to this RFP.

The SOS maintains a data center 24 x 7 x 52. The enterprise server is an IBM z9 running zOS, CICS TS, and DB2 V8. Communications to existing facility servers is over a TCP/IP network. The z9 is capable of calling web services, handling browser front ends, executing Java code, and using UNIX / Linux based services. Our preferred browser is IE 7.0.

Current facility workstations are PCs using Windows XP version 2002 SP 2  
Our current facilities utilize a facility server, which is a Linux OS based server.

SOS uses Kofax Ascent Capture and ACIS as the center of its capture architecture. SOS recently implemented Kofax's Xtrata Document Exchange Server and Document Scan Server. Our captured documents are loaded into SOS's Document Management system. SOS uses IBM's Content Manager as its Document management system. The Kofax environment runs in a Windows 2003 environment. The IBM Content Manager is currently running in a z/OS environment. SOS is currently migrating to a combined z/OS and Linux on z configuration for Content Manager.

The SOS web environment is centered around IBM's Websphere, which is running in an AIX environment.

Current SOS technical skill sets include COBOL, CICS, DB2, Java, and Websphere plus html, and javascript.

HTML and Javascript are used for browser presentation from CICS (COBOL).

SOS also uses Java in the Websphere IDE to develop browser frontends that then communicate to the host applications (COBOL, CICS) or to DB2 Stored procedures.

SOS has a web-based scheduling tool that is currently used for Commercial Driver Licensing testing. This application was developed using COBOL, JAVA, and Websphere.

**Section 5: Evaluation & Award Process**

Vendors who would like to submit more than one option may do so, but they must be submitted as separate proposals and each will be evaluated independent from the other.

Proposals will be evaluated in three phases:

- Phase 1: Written proposals
- Phase 2: Vendor presentations
- Phase 3: Cost proposals

***Phase 1: Evaluation of written proposals***

The written proposals must be submitted in the required format and must include all mandatory sections to be considered responsive. Non-responsive proposals will not be given a score. Responsive proposals will be evaluated and given a score for each section.

**Proposals must receive a minimum of 400 of the total 520 possible cumulative points, including a required minimum of 300 of the 520 points must be earned in Sections H - O to advance to the Phase 2 Vendor Presentations.**

**Point Values Per Section**

	<b>Requirements Section</b>	<b>Total Possible Points</b>	
<b>A</b>	Key Personnel Requirements	15	
<b>B</b>	Planning & Project Management Requirements	20	
<b>C</b>	Change Control Requirements	20	
<b>D</b>	Testing / Quality Control Requirements	20	
<b>E</b>	Real ID Specific Security Requirements	0	
<b>F</b>	Training Requirements	30	
<b>G</b>	Implementation & Support Requirements	20	
		<b>Subtotal:</b>	125
<b>H</b>	Application Workflow Requirements	165	
<b>I</b>	Appointment Scheduling Requirements	25	
<b>J</b>	Document Scanning Requirements	50	
<b>K</b>	Declaration & Electronic Signature	20	
<b>L</b>	Record Check Requirements	30	
<b>M</b>	Verification Requirements	35	
<b>N</b>	Central Issuance Interface Requirements	20	
<b>O</b>	Additional Technical Requirements	50	
		<b>Subtotal:</b>	395
		<b>Total Possible Points</b>	<b>520</b>

***Phase 2: Evaluation of vendor presentations***

The vendor presentations will be by invitation only and will be held in Springfield, Illinois. The invitation will include information about what the presentation must cover. Presentations will be evaluated on a Pass / Fail basis, those presentations that Pass will be considered for contract award.

***Phase 3: Evaluation of cost proposals***

All of the proposals that make it to the evaluation of cost will be considered equal without regard to scores received for the written proposals. The recommendation for award will be based on the lowest cost. This will include upfront as well as long-term costs (5 years beyond the initial 3 year contract term). All cost proposals must make any maintenance or ongoing costs very clear. (see section 6.2)

## Section 6: Cost

### 6.1 Payment Terms

Payment will be tied to milestones based on the deliverables received and approved for each phase of the project. Each phase below requires signoff from the SOS REAL ID Project Manager and other SOS representatives (to be determined for each phase).

- 20%**        **Design Phase** – completion and acceptance of all design deliverables  
(estimated completion February 2009)
- 20%**        **Development / Testing Phase** – completion of all development; completion of all phases of testing including signoff of User Acceptance Testing  
(estimated completion September 2009)
- 20%**        **Implementation / Support Phase** – completion of the two (2) facility pilot; completion of the roll-out to ten (10) REAL ID facilities  
(estimated completion March 2010)
- 25%**        **Final Acceptance of the System** – completion of six (6) months of *successful production* in ten (10) REAL ID facilities  
(estimated completion September 2010)
- 15%**        **Support / Transition** – completion of twelve (12) months of *successful production* AFTER final acceptance of the product; completion of successful training and transition of primary support to SOS staff  
(estimated completion September 2011)

*Successful production* will be defined based upon the required functionality, performance times, and system availability.

Time is of the essence in the Vendor's execution of its duties under this Agreement. If Vendor fails to complete a milestone on or before the time for completion of the milestone as set forth in this Agreement, and that failure was not the result of the Secretary of State's failure to exercise its duties on a timely basis, the Secretary of State may require Vendor to assign additional personnel or utilize other resources to insure timely completion, all at Vendor's expense.

The Secretary of State shall notify the Vendor in writing of its decision to require the Vendor to assign additional personnel or utilize other resources to complete a milestone. If that milestone is not completed within 15 days of delivery of that notice, the Secretary of State may deduct up to 10% of the payment due to Vendor for completion of that milestone. See section 6.1 for payment terms and milestones.

If the completed REAL ID program is not delivered to the Secretary of State by October 1, 2009, for pilot testing, and the failure to deliver the program on time was not the result of the Secretary of State's failure to exercise its duties on a timely basis, the Secretary of State may deduct up to 15% of the total cost of the contract to under this Agreement.

If the REAL ID program is not completed and available for state-wide use by January 1, 2010, and the failure to deliver a completed program by that date was not the result of the Secretary of State's failure to exercise its duties on a timely basis, the Secretary of State may deduct up to 25% of the cost of the contract under this Agreement.

Any claim by the Vendor that the Secretary of State failed to exercise its duties on a timely basis must be supported by a copy of a written notice of that failure provided to the Secretary of State's project manager at the time of the claimed failure.

The remedies set forth in this section are in addition to, and not a limitation on, any other remedies available to the Secretary of State pursuant to this Agreement or applicable law. Deductions applied as a result of missed deadlines will be at the sole discretion of the Office of the Illinois Secretary of State.

## 6.2 Cost Proposal

You must use the pricing table template provided in Attachment 2.

If you are proposing more than one pricing option, you must submit those options as completely separate proposals. Each cost proposal submitted should contain one complete option. SOS will not attempt to separate cost proposals with multiple options submitted on a single pricing table or in a single envelope. All proposals will be evaluated separately.

All cost proposals must clearly separate programming costs, software costs, equipment costs (if required), support and maintenance costs, training costs, etc., in accordance with the line items in the pricing table. Software license costs must be itemized and priced separately for each required license. Any long-term costs for support and maintenance, license fees, etc., must be included for five (5) years after the original three (3) year contract term

**Long-term Costs** – If the proposed solution will involve on-going, long-term support and maintenance costs, those costs must be clearly stated in the cost proposal. The determination of the total cost will include the upfront costs for the initial three (3) year contract term PLUS the long-term costs for an additional five (5) years. *See the example below:*

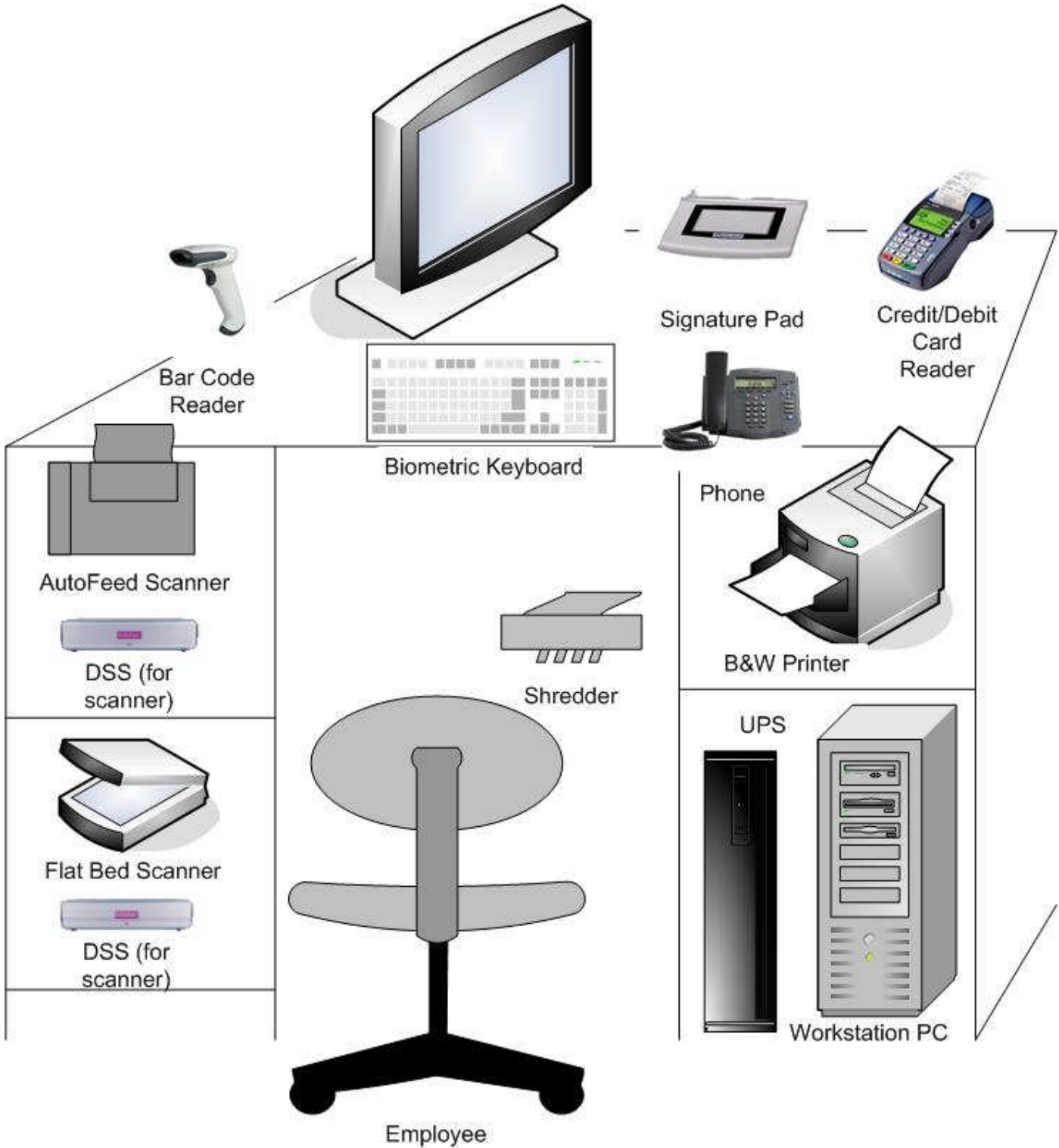
**Example:**

Proposal #	Upfront Contract Cost (3 years)	+	Long-term Cost (5 years)	=	Total Cost
1	\$200,000	+	\$1,500,000	=	\$1,700,000
2	\$500,000	+	\$1,000,000	=	\$1,500,000
3	\$700,000	+	\$500,000	=	\$1,200,000

In this example, proposal #3 has the lowest total cost and therefore, would win the cost evaluation.

# APPENDIX A: Workstation Equipment Diagram

(This information is for reference only and subject to change.)



*The Vendor's configuration must also include a camera for an image capture.*





**SUBCONTRACTING OR ASSIGNMENT:** This contract shall not be subcontracted or assigned, in whole or in part, without the prior written consent of the Purchasing Division of Budget & Fiscal Management for the Office of the Secretary of State (30 ILCS 500/35-40).

**Failure to disclose and receive written approval for any Subcontractor shall void the contract and any right to compensation.**

Contractor shall indicate in the space below the names, addresses, phone number, E-mail addresses, contact name, scope of duties and compensation of all subcontractors that the Contractor proposes to utilize (attach additional pages if necessary).

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Compensation Amount: \_\_\_\_\_  
Scope of Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Compensation Amount: \_\_\_\_\_  
Scope of Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Compensation Amount: \_\_\_\_\_  
Scope of Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Compensation Amount: \_\_\_\_\_  
Scope of Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_  
\_\_\_\_\_

Authorized SOS Representative (signature)

**PRICING/COMPENSATION**

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

**CERTIFICATION AND DETAILED BID:** The Bidder understands that good service and compliance with the specifications, terms and conditions of this Contract is expected and demanded, and agrees to provide services accordingly.

**ADDENDUM:** I (we) hereby acknowledge receipt of the following addendum's (if any) to this Invitation for Bid and have included their provisions in this proposal.

Addendum No.1, dated \_\_\_\_\_ . Enter date and initial \_\_\_\_\_.  
Addendum No.2, dated \_\_\_\_\_ . Enter date and initial \_\_\_\_\_.  
Addendum No.3, dated \_\_\_\_\_ . Enter date and initial \_\_\_\_\_.

**BASE BID:** The undersigned hereby agrees to provide the services in accordance with the Terms, Conditions and Specifications contained herein at the prices quoted below which shall include all costs associated with this Request for Proposal, as well as travel, per diem and all other incidental expenses.

**Cost Proposal**

**This is a sample only – you must use the template provided in Attachment 2.**

*Vendor Instructions: Add more lines to each table as required. If you have more than one pricing option, they must be submitted as complete cost proposals in separate sealed envelopes.*

**Section 1: Contract Costs** (from date of award until approximately November of 2011)

**1. Programming costs**

Line #	Requirement	Hourly Rate	Total Hours	Line Total
1				
2				
3				
4				
5				
6				
7				

**1. Software costs**

Line #	Software	Per License Fee	# of Licenses	Line Total
1				
2				
3				
4				
5				
6				
7				

2. **Equipment costs** (Only include equipment if it is unique to your organization.)

Line #	Equipment	Per Unit Cost	# of Units	Line Total
1				
2				
3				
4				
5				
6				
7				

3. **Training costs**

Line #	Description	Unit cost (hourly, daily, etc)	# of Units	Line Total
1				
2				
3				
4				
5				
6				
7				

4. **Implementation & support costs**

Line #	Description	Line Total
1	Pilot	
2	Roll-out & six month acceptance period	
3	Twelve month transition period	
4		
5		
6		
7		

**Total Cost Summary - contract**

	Total Cost
1. Programming	
2. Software	
3. Equipment	
4. Training	
5. Implementation & Support	
<b>Grand Total:</b>	

**Section 2: Long-term costs** (include anything that will have an ongoing support, maintenance, or licensing fee)

To cover 5 years beyond the term of the original contract – approximately November, 2011 through November, 2016.

Line #	Description	Year 1	Year 2	Year 3	Year 4	Year 5
1						
2						
3						
4						
5						
6						
7						

Sample

**Section 3: Total Cost Proposal**

Contract Cost (3 years)	+	Long-term Cost (5 years)	=	Total Cost
	+		=	

The awarding of this contract shall be determined at the sole discretion of the SOS.

Tax Exemption. The ordering agency's Illinois tax exemption number is E9984-1231-05. The Federal tax exemption information is available upon request to the ordering agency.

## STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
  
2. **BILLING:**
  - a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the ordering AGENCY. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AGENCY no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
  - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
  - c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.
  
3. **PAYMENT:**
  - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
  - b) The AGENCY shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.
  - c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AGENCY that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.
  - d) Payments hereunder are subject to setoff in accordance with the State Comptroller Act (15 ILCS 405).
  - e) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
  - f) As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request. (**30 ILCS 500/25-60(b)**). Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein. (**820 ILCS 130/4(a)**).
  
4. **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.
  
5. **CONSULTATION:** VENDOR shall keep the AGENCY fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party.

6. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. Vendor shall provide any required information within 30 days of the AGENCY'S request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT / RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AGENCY, the Inspector General and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AGENCY determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **ASSIGNMENT AND SUBCONTRACTING:**
  - a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AGENCY for review and approval upon request.
  - b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT **(30 ILCS 500/35-40)**.
  - c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. AGENCY shall have the option to accept a substitute or to terminate the CONTRACT.
  - d) After notice, AGENCY may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third-party for financing purposes.
12. **LICENSE:** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AGENCY, VENDOR may meet the license requirement through a subcontractor.

**13. MAINTENANCE ASSURANCE:**

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

**14. CONFIDENTIALITY AND USE OF WORK PRODUCT:**

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

**15. LIABILITY AND INSURANCE:**

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating, but not limited to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the agency's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by

law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

- c) VENDOR shall, without limitation, at its expense defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute supplies or services.
- d) AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
- e) The Vendor shall be liable for incidental, or consequential damages.

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

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

**18. BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

**19. LEGAL ABILITY TO CONTRACT:** VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b) VENDOR is not in default on an educational loan (**5 ILCS 385/3**).
- c) Vendor has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
- d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
- e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office



for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.

- f) If VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. VENDOR further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. **(30 ILCS 500/50-10.5)**.

The Vendor further acknowledges that the Principal may conduct a fingerprint criminal background verification and the Contractor agrees to submit to the same. Failure to submit to such fingerprint background check will result in an immediate termination of the contract. Further, a negative criminal history report may result in immediate termination of the contract.

- g) VENDOR and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR and its affiliates acknowledge the contracting state agency may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if VENDOR or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- h) VENDOR and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- i) VENDOR certifies in accordance with Public Act 93-0575 **(30 ILCS 500/50-12)** that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.
- j) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
- k) VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- l) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, /50-45, /50-50)**.
- m) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual, shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
- n) Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 **(30 ILCS 582)**.
- o) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
- p) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- q) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
- r) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(30 ILCS 583/1 et. seq)**.
- s) VENDOR complies with requirements of the Corporate Accountability For Tax Expenditure Act. (20 ILCS 715/1 et. Seq.)
- t) VENDOR complies with Illinois Law (415 ILCS 5/1 et. Seq.) which prohibits the bidding on or entering into contracts with the State of Illinois or a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the

Environmental Protection Act for a period of five years from the date of order.

- u) VENDOR certifies in accordance with (30 ILCS 584/1 *et. Seq.*) that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

**20. CONFLICTS OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. Vendor shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- a. the person intending to contract with the State, their spouse or minor child;
- b. holds an elective office in Illinois;
- c. holds a seat in the Illinois General Assembly;
- d. is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$102,550.20**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
- e. the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 72% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$170,917.00**).
- f. the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$341,834.00**) from the firm, partnership, association or corporation.

**21. BREACH AND OTHER FOR CAUSE TERMINATION:** AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.

**22. FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

**23. ANTITRUST ASSIGNMENT:** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.

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

**25. APPLICABLE LAW:** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney

General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the 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 CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at [www.legis.state.il.us](http://www.legis.state.il.us).

- 26. NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the executive head of the AGENCY at AGENCY headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.
- 27. ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

In the event of a conflict between the Secretary of State contractual agreement and any vendor's terms or conditions, the Secretary of State terms shall prevail and control. If there is a contradiction, conflict, or inconsistency between the Secretary of State contractual provisions and any vendor terms and conditions, including any vendor attachments, the contradiction, conflict, or inconsistency shall be resolved in favor of the Secretary of State contractual provisions.

- 28. CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.
- 29. WARRANTY:** VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, Vendor warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the State to use, the supplies and services being provided and that the State may use same without suit, trouble or hindrance from VENDOR or third parties.

## **AGENCY SUPPLEMENTAL TERMS AND CONDITIONS**

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

- Public Works Requirements. **(820 ILCS 130/4)** \*
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services if valued at more than \$200 per month or \$2000 per year. **(30 ILCS 500/25-60)** \*
- Prevailing Wage (all printing contracts) **(30 ILCS 500/25-60)**. \*
- Prohibition on Contingent Fees (certain federally funded contracts)
- Other (describe)

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

1. **SECRETARY'S RIGHT TO TERMINATE CONTRACT:** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract or fails to perform any provision of the Contract, the Secretary may, after serving written notice to the Contractor and without prejudice to any other remedy available, make good such deficiencies and may, in turn, deduct the cost thereof from the payment then or thereafter due the Contractor, or at his option, the Secretary reserves the right to cancel the Contract. In the event of such cancellation, the name of the Bidder will be removed from the list of qualified Bidders for a period of one year and reinstated thereafter only when satisfactory proof of his ability to perform duties as specified has been furnished and accepted by the Secretary.
2. **DATA SECURITY STANDARDS:** The Contractor hereby acknowledges the existence of a set of Data Security Standards which has been adopted and published by the Office of the Secretary of State. Security procedures vary among the several departments within the office and it shall be the responsibility of the contractor to become informed of all such standards and procedures which may be associated with work to be performed under this agreement and to remain in full compliance with same at all times.
3. **COMPETENCY OF BIDDERS:** The competency and responsibility of all Bidders shall be taken into consideration in the award of the Contract or this Work. If Bidders are unknown to the Office of the Secretary of State or their competency questioned, it shall be understood that Bidders shall, on request, file with the Office of the Secretary of State reliable data and reference for investigation.
4. **INVOICING:** All billings must be itemized, showing at a minimum; location where and description of services rendered. Billings will be accepted and approved for payment only on items specifically included in this contract. Billings shall be submitted to the Department of Identification Security and Theft Prevention, 2701 South Dirksen Parkway, Springfield, IL 62723.
5. **NON-DISCLOSURE - PUBLICITY:** The Contractor shall not use the Secretary of State's name in any publication, promotion or advertisement in any communication medium presently devised or in any future medium not presently in existence, without the Secretary of State's written permission prior to the issuance of any such publication, promotion or advertisement.
6. **TIME LIMITS:** All time limits stated in this bid document is to be considered of the essence of the contract.

7. **TERMINATION:** The Vendor recognizes that development and implementation of a REAL ID system is contingent on numerous factors beyond the control of the Secretary of State. These factors include, but are not limited to, federal mandates, state and federal funding, and state authorization. Therefore, the Secretary of State may terminate this Agreement, without cause, upon 30 days written notice to the Vendor. In the event of termination pursuant to this clause, Vendor will be paid for all work performed up to and including the date of termination.
8. **ADDENDUM TO BID:** Prior to the bid opening, the State may change or alter the terms, conditions and specifications of this Project. Such changes will be posted as "addenda" to the Invitation for Bid in the Illinois Procurement Bulletin as stated in para. 1.11 ILLINOIS PROCUREMENT BULLETIN. Bidders shall acknowledge receipt of any and all addenda in the space provided on the bid form. The Bidder's failure to acknowledge receipt of addenda may result in rejection of his/her bid.
9. **AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:** Contractors/Vendors must be in compliance with (805 ILCS 5/et seq.) regarding the authority to conduct business in the State of Illinois. If applicable a Certificate of Authority to Transact Business in Illinois may be obtained by contacting the Illinois Secretary of State Business Services Division at (217/782-1834). Application Forms may be downloaded from the following web address:  
[http://cyberdriveillinois.com/departments/business\\_services/publications\\_and\\_forms/home.html](http://cyberdriveillinois.com/departments/business_services/publications_and_forms/home.html)
10. **PREVAILING WAGE ACT:** As a condition of this agreement the Contractor or any subcontractors of this agreement must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service ect.), and must pay its suppliers and subcontractors providing lien waivers on request (30 ILCS 500/25-60 (b)). The Principal has the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (820 ILCS 130 et. seq).

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

11. **CONFIDENTIALITY:** Each party acknowledges that all material and information which has or will come into the possession or knowledge of each in connection with this contract or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to employees requiring such information, and not to release or disclose it to any other party. Each party agrees not to release such information or material to any employee who has not signed a written agreement expressly bidding himself not to use or disclose it.

**VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS**

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

**Additional Material (mark one)**

- No other material included
- Other material included (describe--attach additional pages if needed)

**Exceptions (mark one):**

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

**VENDOR PREQUALIFICATION  
GENERAL**

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

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

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

- Business and Directory Information
- References
- Department of Human Rights Public Contract Number
- Minority, Female, Person with a Disability Status and Subcontracting
- Disclosures
- Taxpayer Identification Number

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

Vendor (show official name and DBA)

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

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

### **Business and Directory Information**

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Billing Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone, toll-free number, fax, and e-mail).
7. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).
9. Length of time in business.
10. Annual Sales for Vendor's most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.



**References**

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

1. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

2. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

3. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

4. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

**Department of Human Rights (DHR) Public Contract Number**

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

Name of Company (and DBA) \_\_\_\_\_.

\_\_\_\_\_ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number \_\_\_\_\_

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR \_\_\_\_\_.

Date of expiration \_\_\_\_\_.

**NOTICE:**

**Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a))**

**Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.**

**IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.**

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms". In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**STATE OF ILLINOIS  
DISCLOSURES  
FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTERESTS  
Disclosure Form A**

**This requirement applies to all contracts with the Office of the Secretary of State, submissions that do not include this information, will not be considered.**

NOTE: A publicly traded entity may submit its 10k Disclosure (include proxy if referenced in 10k) in satisfaction of the disclosure requirements set forth in Disclosure Form A.

**Vendor Section 1**  
*(To be completed by Vendors only)*

**Disclosure of Financial Interest in the Vendor.**

- a. If any individuals have one of the following financial interest in the vendor (or its parent), please check all that apply and show their names and address:

Ownership exceeding 5%	(_____)
Ownership value exceeding \$102,550.20	(_____)
Distributive Income Share exceeding 5%	(_____)
Distributive Income Share exceeding \$102,550.20	(_____)
If Not-Applicable, please checkmark here	(_____)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

- b. For each individual named above, show the type of ownership/distributable income share.

Sole Proprietorship: \_\_\_\_\_ Stock: \_\_\_\_\_ Partnership: \_\_\_\_\_ Other: \_\_\_\_\_

(Explain) \_\_\_\_\_

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the vendor (or its parent) as follows:

1. If the proportionate share of the named individual(s) in the ownership of the vendor (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$102,550.20 or less, check here (\_\_\_\_\_).
2. If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$102,550.20, show either:

The percent of ownership \_\_\_\_\_%,

Or

The value of the ownership \$ \_\_\_\_\_

**Section 2**

*(To be completed by Individuals and Vendors)*

**NOTE: Completion of this section is required for all Individuals/Contractors unless a 10k disclosure is submitted. Please attach additional pages if needed.**

Circle YES or NO to indicate which, if any, of the following potential conflicts of interest relationships apply:

a. Have you held State employment, currently or in the previous three years, including contractual employment of services? *If YES, please list the name of the individual and provide the details of the employment.* YES NO

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

b. Has your spouse, father, mother, son, or daughter held State employment including contractual employment for services in the previous two years? *If YES, please list the affected individual, their relationship and the details of employment.* YES NO

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

c. Have you held elective office in the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, currently or in the previous three years? *If YES, please list the individual, the office held and the dates of term.* YES NO

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

d. Has your spouse, father, mother, son or daughter held any elective office in the previous two years? *If YES, please list the individuals, their relationship, the office held and the dates of term.* YES NO

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

e. Have you held any appointive governmental office of the State of Illinois, the United States of America, of any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, in which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three years? *If YES, please list the individual, the office held and the dates of the term.* YES NO

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

- f. Has your spouse, father, mother, son, or daughter held appointive office within the last two years? *If YES, please list the individual, their relationship and the office held.* \_\_\_\_\_ YES NO  
 \_\_\_\_\_
- g. Have you been employed currently or in the previous three years, as or by any registered lobbyist of State government? *If YES, please list the individual, their relationship and provide details of employment.* \_\_\_\_\_ YES NO  
 \_\_\_\_\_
- h. Have you been employed currently or in the previous three years, by any election or re-election committee registered with the Secretary of State or any County Clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? *If YES, please list the individual, their relationship and provide details of employment.* \_\_\_\_\_ YES NO  
 \_\_\_\_\_
- i. Has your spouse, father, mother, son, or daughter been employed as or by any registered lobbyist in the previous two years? *If YES, please list the individuals, their relationship and provide details of employment.* \_\_\_\_\_ YES NO  
 \_\_\_\_\_
- j. Has your spouse, father, mother, son, or daughter been a compensated employee in the last two years of any election or re-election committee registered with the Secretary of State or the Federal Board of Elections? *If YES, please list the individual, their relationship and provide details of employment.* \_\_\_\_\_ YES NO  
 \_\_\_\_\_

**This Disclosure is submitted on behalf of:**

\_\_\_\_\_  
 (Name of Vendor/Contractor)

**Person authorized to sign on behalf of the Vendor/Contractor:**

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

**STATE OF ILLINOIS  
DISCLOSURES  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
Disclosure Form B**

**This requirement applies to all contracts with the Office of the Secretary of State, submissions that do not include this information, will not be considered.**

**You must submit this information along with your bid, contract, proposal or offer.**

A. Does the vendor/contractor have current contracts (including leases) with other units of government within the State of Illinois?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

*If YES, please list each contract, showing agency name and other descriptive information, such as purchase order or contract reference number (attach additional pages as necessary).*

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B. Does the vendor/contractor have pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois Government?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

*If YES, please list each relationship by showing the agency name and other descriptive information such as bid or project number (attach additional pages as necessary).*

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**This Disclosure is submitted on behalf of:**

\_\_\_\_\_  
(Name of Vendor/Contractor)

**Person authorized to sign on behalf of the Vendor/Contractor:**

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

**Taxpayer Identification Number**

**I certify that:**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

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

**Taxpayer Identification Number:**

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

or

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

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

**Legal Status** (check one):

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

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

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