State of Illinois

Public Institutions of

Higher Education

Request for Proposal



**Campus-Wide IT Service Management (ITSM) Solution**

**RFP # ER082913**

TheBoard of Trustees of Illinois State University (“University”) requests proposals from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes an Offer.

**Brief Description:**

Illinois State University is seeking an Information Technology Infrastructure Library (ITIL) compliant campus-wide Information Technology Service Management (ITSM) solution to support over 26,000 faculty, staff, and students. The campus currently utilizes a variety of commercial and self-developed applications to manage Information Technology services and processes in multiple support units. Our desire is to procure a full-suite solution to meet the university’s needs for ITSM. This product should assist in advancing towards greater organizational maturity in ITSM for the University through a thoughtful implementation of ITIL best practices. The preference would be for a Software as a Service (SaaS) or Hybrid solution, but on-premise products will also be considered if the product’s functionality would best suit the expressed needs.

|  |  |
| --- | --- |
| **RFP Milestone** | **Target Date** |
| RFP Issued | 07/31/2013 |
| Written Questions Due | 08/14/2013 |
| Response to Written Questions | 08/20/2013 |
| Proposal Due | 08/29/2013 |
| Finalists Oral Presentation / Demonstration | Early September 2013 |
| Identification of Successful Vendor | September 2013 |

Please read the entire solicitation package and submit your Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instructions pages with Offers. Vendors should keep the Instructions and a copy of Offers for future reference.

Please adhere to form and content of the Request for Proposal requirements or Offers may not be considered.

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# A. Instructions for Submitting Offers

A.1 Responding to the Solicitation: Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor’s situation, then enter “N/A”.

A.2 Published Procurement Information: The University publishes procurement information, including updates, on the Illinois Public Higher Education Procurement Bulletin (<http://www.procure.stateuniv.state.il.us>) (“Bulletin”). Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The State will not be held responsible if Vendor fails to receive the optional e-mail notices.

A.3 Solicitation Contact: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss the solicitation or any Offer, directly or indirectly, with any University officer or employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any other person.

|  |  |
| --- | --- |
| Solicitation Contact: Ernie Olson | Phone: 309-438-1946 |
| Illinois State University  | Fax: 309-438-5555 |
| 100 S. Fell Ave., Suite D  | TDD:  |
| Normal, IL 61761  | Email: ewolson@ilstu.edu |

A.4 Vendor Questions / University Responses: All questions that pertain to this solicitation, other than those raised at any Vendor conference, must be in written form and submitted to the Solicitation Contact no later than *August 14, 2013*. Questions received and University responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for Addendums and other updates.

A.5 Vendor Conferences / Site Visits: [ ] Yes ☒ No Mandatory Attendance: [ ] Yes [ ]  No ☒ N/A

If attendance is mandatory, Vendor (incumbent Vendor included) will be disqualified and considered non-responsive if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet. Vendor must allow adequate time to accommodate security screenings at the site.

Date: N/A Time: N/A

Location: N/A

Additional Information: N/A

A.6 Due Date, Time and Address for Submission of Offers: Offers will be opened at the “Submit/Deliver Offers To” address provided below at the “Offer Due Date & Time” specified below.

A.6.1 Offer Due Date:  **August 29, 2013** Time: **2:00pm CST**

A.6.2 Submit/Deliver Offers To: Label (outside of envelopes/containers):

|  |  |
| --- | --- |
| Illinois State University  | Sealed Offer – Do Not Open |
| Attn: Purchasing | Project Title: **Campus-Wide IT Service Management (ITSM) Solution** |
| 100 S. Fell Ave., Suite D  | Reference #: **RFP # ER082913** |
| Normal, IL. 61761  | Due Date & Time: **August 29, 2013 2:00pm CST** |
|  | *Vendor Name* |
|  | *Vendor Address* |

A.7 Submission of Offers: Offers must be submitted in two packets as shown below and clearly labeled with the Request for Proposal title, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open”**.

Packet 1 shall contain the Vendor’s response to the Specifications/Qualifications/Statement of Work and all other non-pricing related information requested, including but not limited to the Offer Letter and Attachments.

Packet 2 shall ONLY include Vendor’s Pricing Offer provided in Section 2. **DO NOT INCLUDE ANYTHING EXCEPT PRICING IN PACKET 2.**

Seal each packet separately and label with the packet number. The two separately sealed packets may be submitted together in one shipping box or may be submitted separately in two individual shipping boxes.

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject Matter** | **# of Originals** | **# of Hard Copies** | **# of CDs or Other Electronic Media** |
| Specifications/Qualifications/Statement of Work &Required Forms – Packet 1 | 1 | 8 | 1 |
| Pricing – Packet 2 | 1 | 8 | 1 |

**A.8 Late Submission:** Offers submitted late will not be considered. Late submissions may be returned at Vendor’s request and expense.

**A.9 Offer Firm Time:** The Offer must remain firm for *120* days from opening.

A.10 Security: Performance Bond: If a performance bond is required, Vendor must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The form of security must be acceptable to the University.

A.11 Small Business Set-Aside: [ ]  Yes **X** No. If “Yes” is marked, Vendor must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate Vendor’s Offer. For complete requirements, visit (<http://www2.illinois.gov/cms/business/sell2/sbsp/Pages/default.aspx>).

A.12 Employment Tax Credit: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

A.13 Governing Law and Forum: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) (<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=532&ChapterID=7>) and the Standard Procurement Rules (44 Ill. Admin. 4) (<http://www.ilga.gov/commission/jcar/admincode/044/04400004sections.html>) are applicable to this solicitation.

A.14 Public Records and Requests for Confidential Treatment: Offers become the property of the University. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Vendor requests in its Offer that the University treat certain information as confidential. A request for confidential treatment will not supersede the University’s legal obligations under FOIA. The University will not honor requests to keep entire Offers confidential. Vendors must show the specific grounds in FOIA or other law or rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor’s name, the substance of the Offer, and the price. If Vendor requests confidential treatment, Vendor must submit additional copy/copies of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. On **Attachment EE**, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor’s request for confidential treatment. Vendor agrees the University may copy the Offer to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.

A.15 Reservations: Vendor must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The University reserves the right to amend the solicitation, reject any or all Offers, award by item, group of items, or grand total, and waive minor defects. The University may request a clarification, inspect Vendor’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The University may request best and finals when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Vendor provide additional information and otherwise cooperate with the University. If a Vendor does not comply with requests for information or cooperate, the University may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Vendor to an award or a contract. Posting Vendor’s name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Vendor(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract.

**A.16 “Prohibited Bidder”:** No person or business who contracts with a State agency to write specifications or submitted unsolicited specifications to meet this procurement need shall submit a bid or proposal or receive a contract for this procurement (30 ILCS 500/50-10.5. If you are unsure of your eligibility to submit a response, contact the solicitation contact.

A.17 Protest Review Office: Vendor may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules (44 Ill. Admin. Code 4.5550). For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office’s information is as follows:

Chief Procurement Office Phone: (217) 558-3724

Attn: Protest Review Office Facsimile: (217) 558-2164

401 S. Spring Street

Suite 514 Stratton Office Building Illinois Relay: (800) 526-0844

Springfield, IL 62706

# Selection of Vendor

B.1 Evaluation Process: The University will determine how well Offers meet the Responsiveness requirements. The University 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. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points, if applicable, will not be considered for Price evaluation and award.

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

B.1.1 RESPONSIVENESS: A responsive Offeror is one who has submitted an Offer that conforms in all material respects to the Request for Proposal. Note that completeness of the Offer (e.g. filling in blanks, signing and providing identified forms) is a part of the evaluation of responsiveness.

B.1.1.1 The University will determine whether vendor’s Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a vendor correct deficiencies as a condition of further evaluation.

B.1.1.2 The University will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University’s needs may be accepted or corrections allowed.

B.1.1.3 When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

B.1.2 RESPONSIBILITY: A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The University will determine whether the Offeror is a “Responsible” Offeror and one with whom the University can or should do business. The University may consider factors including the following:

B.1.2.1 political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the bidder’s probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

B.1.2.2 Awarded Vendors must at all times, including during any resulting contract, have financial resources sufficient, in the opinion of the University to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the Contract if the Vendor lacks the financial resources to perform under the Contract.

B.1.3 PRICE: The University will evaluate price in accordance with the evaluation criteria set forth below and will determine if the Offeror’s price is fair and reasonable.

B.2 Award: The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this Request for Proposals and price. The University will post a notice to the Bulletin identifying the apparent most responsive/responsible Vendor. Awards are not final until all protests are resolved.

**B.2.1 Evaluation Scoring:** The University will first 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. The maximum number of points possible is 1000 (Responsiveness 700 + Price 300).

**B.2.2 Technical Evaluation:** The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is 700.

|  |  |
| --- | --- |
| Responsiveness Elements | Maximum # of Points Possible |
| Product Functional Evaluation Questions (Section 1.3.1) | 350 |
| Product Technical and Integration Evaluation Questions (Section 1.3.2) | 250 |
| Vendor Qualifications (Section 1.2, Attachments DD, GG, and HH)  | 100 |

**B.2.3 Price Evaluation:** The total number of points for Price is 300. The State will determine Price points using the following formula:

Maximum Price Points X (Lowest Price/Vendor’s Price) = Total Price Points

If the University does not consider the Price to be fair and reasonable and negotiations fail to establish an acceptable Price, the University reserves the right to cancel the award and take appropriate action to meet the needs of the University. The University 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.

**End of Instructions**

# Offer Letter

**Project Title / Reference #: Campus-Wide IT Service Management (ITSM) Solution RFP # ER082913**

The undersigned authorized representative of the identified Vendor hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the University that the University may accept.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation or our response. We understand that failure to meet all requirements may be cause for disqualification.

**1. Solicitation and Contract Review**: We have reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how we will meet the requirements of the University.

[ ]  Yes [ ]  No

**2. Addenda**: We acknowledge receipt of any and all addendums to the solicitation and have taken those into account in making this Offer.

[ ]  Yes [ ]  No [ ]  N/A

**3. Vendor Conference**: We attended the mandatory Vendor Conference.

[ ]  Yes [ ]  No ☒ N/A

**4. Offer Submission**: We are submitting the correct number of copies, in a properly labeled container(s), addressed to the correct location.

[ ]  Yes [ ]  No

**5. Security**: We are submitting our Performance Bond.

[ ]  Yes [ ]  No ☒ N/A

**6.** We have enclosed the completed items as shown below:

**Packet 1**

Vendor’s Proposed Solution to Meet the University’s Requirements Section 1.3 [ ]  Yes [ ]  No

Milestones and Deliverables Section 1.4 [ ]  Yes [ ]  No

Vendor/Staff Specifications Section 1.5 [ ]  Yes [ ]  No

Transportation and Delivery Terms Section 1.6 [ ]  Yes [ ]  No ☒ N/A

Subcontracting Disclosed Section 1.7 [ ]  Yes [ ]  No [ ]  N/A

Where Services Are to Be Performed Section 1.8 [ ]  Yes [ ]  No [ ]  N/A

Standard Terms and Conditions Attachment AA [ ]  Yes [ ]  No

Supplemental Terms and Conditions Attachment BB [ ]  Yes [ ]  No

Certifications Attachment CC [ ]  Yes [ ]  No

State Board of Elections Registration Attachment CC, #27 [ ]  Yes [ ]  No [ ]  N/A

Disclosure of Business in Iran Attachment CC, #28 [ ]  Yes [ ]  No

Authorization to do Business in Illinois Attachment CC, #29 [ ]  Yes [ ]  No [ ]  N/A

Subcontractor Information Attachment DD [ ]  Yes [ ]  No [ ]  N/A

Vendor Exceptions Attachment EE [ ]  Yes [ ]  No

Vendor Confidential Information, including redacted copy of proposal Attachment EE [ ]  Yes [ ]  No [ ]  N/A

Illinois Department of Human Rights Public Contracts Number Attachment FF [ ]  Yes [ ]  No [ ]  N/A

Business Directory Information Attachment GG [ ]  Yes [ ]  No

References Attachment HH [ ]  Yes [ ]  No [ ]  N/A

Financial Disclosures and Conflicts of Interest (**signed**) Attachment II [ ]  Yes [ ]  No

Taxpayer Identification Number Attachment JJ [ ]  Yes [ ]  No

**Packet 2**

Pricing in a separately sealed envelope or container: Section 2 [ ]  Yes [ ]  No

**7. Preferences/Special Programs:** The Illinois Procurement Code provides various preferences and special programs to promote business opportunities in Illinois. We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this Offer. We have provided an explanation of qualification. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

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

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

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

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

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

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

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

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

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

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

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

[ ]  Disabled Veterans (30 ILCS 500/45-57).

[ ]  Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

[ ]  Biobased Products (30 ILCS 500/45-75).

[ ]  Historic Preference Area (30 ILCS 500/45-80).

[ ]  Procurement of Domestic Products (30 ILCS 517).

[ ]  Public Purchases in Other State (30 ILCS 520).

[ ]  Illinois Mined Coal Act (30 ILCS 555).

[ ]  Steel Products Procurement (30 ILCS 565).

[ ]  Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

[ ]  Veteran’s Preference (330 ILCS 55).

Items that Qualify and Explanation:

We certify that no alterations or modifications have been made to the original content of this solicitation or other related procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are clearly noted in **Attachment EE**. We understand that failure to comply with this requirement may result in our Offer being disqualified and, if determined to be a deliberate attempt to misrepresent our Offer, may be considered as sufficient basis for suspension or debarment from consideration for future contract awards.

Vendor Name :

Signature of Authorized Representative:

Printed Name of Signatory: Date:

Title of Signatory:

# Section 1 - Specifications/Qualifications/Statement of Work

Illinois State University is seeking an ITIL compliant campus-wide IT Service Management solution to support over 26,000 faculty, staff, and students. The campus currently utilizes a variety of commercial and self-developed applications to manage IT services and processes in multiple support units. Our desire is to procure a full-suite solution to meet the University’s needs for IT Service Management. This product should assist in advancing towards greater organizational maturity in IT Service Management for the University through a thoughtful implementation of ITIL best practices. The preference would be for a SaaS or Hybrid solution, but on-premise products will also be considered if the product’s functionality would best suit the expressed needs.

* + 1. UNIVERSITY OVERVIEW

Illinois State University was founded in 1857. The campus is located in the twin-city community of Bloomington-Normal near the geographic center of the Illinois. ISU has an enrollment of over 20,000 students with over 3,500 university employees including Faculty, Administrative, and other personnel.

The University is one of nine public universities in Illinois. Its academic departments offer more than 160 major/minor options in the Colleges of Applied Science and Technology, Arts and Sciences, Business, Education, Fine Arts, and Mennonite College of Nursing. The Graduate School coordinates 41 masters, specialist, and doctoral programs. The University's academic programs are supported by the services and collections of Milner Library, which contains more than three million holdings and special collections.

Illinois State University is accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Secondary Schools. The teacher preparation programs are accredited by the National Council for Accreditation of Teacher Education and are certified by the Illinois State Board of Education. In addition, 22 programs hold discipline-based accreditation.

The University enrolls students from throughout Illinois, 40 other states, the District of Columbia, and 61 other countries. Students are mentored by a faculty that includes numerous teacher-scholars recognized at national and international levels, all of which are dedicated to superior teaching.

* + 1. INFORMATION TECHNOLOGY OVERVIEW

Technology at Illinois State University is divided into three primary areas: Administrative Technologies, Academic Technologies, and Student Affairs Information Technology. Below are some brief descriptions of these three areas and the units contained within them.

**Administrative Technologies** (AT) provides information technology products and services for the administrative and business functions of Illinois State University. The focus is to create value-added solutions for the campus community in the most efficient and effective manner. AT is results-oriented and looks for ways to provide continuous improvement of the processes at Illinois State University. Units include:

* Application Services
* Infrastructure Operations and Networking
* LEAPForward Initiative
* Enterprise Architecture
* Portfolio Management Office
* Analysis, Insight, and Management Information
* eMerge

**The Office of Academic Technologies** (OAT) federates the activities of twelve units working together to provide academic technology services that support the goals of Educating Illinois and enhance the purpose of technology for teaching, learning, research and creative activity, and service outreach. Areas include:

* Learning Spaces & Audio/Visual Technologies
* Web & Interactive Communications
* TechZone & Student Technologies
* Center for Teaching, Learning and Technology
* College IT Support Team –
The seven colleges that make up the College IT Support Team are:  1) College of Applied Science and Technology; 2) College of Arts and Sciences; 3) College of Business; 4) College of Education, 5) College of Fine Arts; 6) Mennonite College of Nursing; and 7) Milner Library.

**Student Affairs Information Technology** (SAIT) was created in 2008 to promote and support the use of technology, assisting each department within the Division of Student Affairs. SAIT is comprised of six core areas, including:

* Application Development
* Customer Relations
* Data Security
* Helpdesk Support
* Project Management
* System Support
	+ 1. CURRENT STATE

ITSM at ISU is a complex, diverse, and segregated set of processes across all campus IT support units. Eleven of the eighteen IT support units have chosen to use commercial incident management software. Three different systems are currently being used with no interface between systems. One of the three products is no longer supported by the manufacturer, another will be out of support in the summer of 2013, and the third will be at end of life in 2015.

This confluence of events, coupled with a shared desire for a single Incident Management workflow, led to the decision to implement a campus-wide ITSM solution. The project offers an opportunity to share common IT practices/processes, technical documentation, and knowledge base materials.

The decision has been made to adopt an ITIL framework, and a majority of the IT staff on campus has been ITIL v3 Foundations certified. At this point in time there are some moderately mature Incident Management and Request fulfillment processes throughout the units, but many of the other ITIL processes are currently in lower levels of maturity.

* + 1. GOALS AND OBJECTIVES TO BE ACHIEVED
* Implement an ITSM solution that will allow for a single Incident Management workflow for all campus units.
* Provide an ITSM solution for units that currently do not have tools to manage IT processes.
* Create a common repository for all institutional IT knowledge that is easily accessible and readily available.
* Track and manage the full lifecycle of all IT assets and configurations.
* Provide a tool to manage changes in order to reduce the amount of incidents and unplanned changes.
* Provide seamless integration among ITSM processes and key existing data sources .
* Implement a tool that assists entire organization in IT process maturation as it relates to the ITIL framework.
	+ 1. PRODUCT SCOPE

The product provided by the vendor should include at a minimum the following CORE components to respond: Incident Management

Problem Management

Change Management

Service Asset and Configuration Management

Release Management

Knowledge Management

Request Fulfillment

The following additional OPTIONAL process areas are desired by Illinois State University, but may or may not be implemented later based upon the vendor response and implementation schedule:

Event Management

Access Management

Information Security Management

Capacity Management

Availability Management

Service Level Management

Service Catalog Management

Project and Portfolio Management

Financial Management

IT Service Continuity Management

* 1. SUPPLIES AND/OR SERVICES REQUIRED:

The Vendor will be required to provide a variety of services as part of implementing the ITSM solution. The services provided will vary depending on the nature of the ITSM Toolset solution proposed by the Vendor. **Note: This is a general overview section, and more detailed and specific questions will be asked in Section 1.3.** Services are to include the following dependent upon solution provided:

* + 1. PROJECT MANAGEMENT (CORE REQUIREMENT)
* Vendor is to provide a Project Manager.
* The Project Manager is to serve as single point of contact and coordinate all tasks with the ISU Project Manager.
* Vendor Project Manager is to develop project schedule and plans.
* Vendor Project Manager is to provide quality assurance and oversight for all vendor services.
* Vendor Project Manager is to identify and schedule Vendor resources to meet project deliverables and timelines.
* Vendor Project Manager is to provide a detailed implementation plan.
* Vendor Project Manager is to provide status reports including, but not be limited to, work completed, work underway, upcoming planned work, scheduled changes and delays.

|  |  |
| --- | --- |
| **1.2.1.1** | Provide a brief description about your company’s ability to provide all the services listed above in section 1.2.1. If unable to provide any of the services, indicate what you are not able to provide or where your services deviate from what is listed. |
| Enter Text Here |

* + 1. **ITSM IMPLEMENTATION DESIGN AND PLANNING (CORE REQUIREMENT)**
* Detailed design documents and diagrams for all components of the proposed system, whether On Premises or SaaS.
* For On-Premises systems, server hardware recommendations for initial planned implementations and expanded implementations.
* Storage hardware recommendations for initial planned implementations and expanded implementations.
* Recommendation on best approach for process implementation.
* Recommendation on ISU personnel required to support the system.
* Recommended conversion and migration approach (e.g., from various currently implemented solutions to proposed solution).
* Recommended test plans and procedures.
* Standard Operating Procedures conducive to an educational institution of our size.
* Recommended best business practices for use of the ITSM solution.
* Product documentation.

|  |  |
| --- | --- |
| **1.2.2.1** | Provide a brief description about your company’s ability to provide all the services listed above in section 1.2.2. If unable to provide any of the services, indicate what you are not able to provide or where your services deviate from what is listed. |
| Enter Text Here |

* + 1. **ITSM SYSTEM IMPLEMENTATION SERVICES (CORE REQUIREMENT)**
* For On Premise systems, supply and install the application software on hardware provided by the University.
* Complete system implementation.
* Setup and configuration of all integrations fully supported in the current release of the product including, but not limited to Active Directory and single sign-on.
* Provide support staff during configuration acceptance tests.

|  |  |
| --- | --- |
| **1.2.3.1** | Provide a brief description about your company’s ability to provide all the services listed above in section 1.2.3. If unable to provide all of the services, indicate what you are not able to provide or where your services deviate from what is listed. |
| Enter Text Here |

* + 1. **CONSULTING/PROFESSIONAL SERVICES (OPTIONAL)**
* Technical consulting and development of system integrations.
* Documentation of custom development and integrations.
* Data conversion and migration (e.g., from various currently implemented solutions to proposed solution).
* Technical consulting services on integrations with external systems (e.g., web services, external workflow, etc.).
* Process design and improvement.

|  |  |
| --- | --- |
| **1.2.4.1** | Provide a brief description about your company’s ability provide all the services listed above in section 1.2.4. If unable to provide all of the services, indicate what you are not able to provide or where your services deviate from what is listed. |
| Enter Text Here |

* + 1. TRAINING (CORE REQUIREMENT)
* The selected Vendor shall provide all technical, operational, and administrative knowledge transfers required for ISU personnel to successfully conduct activities related to the deployed solution.
* Technical training materials and classes including both onsite and distance/online delivery.
* End user training materials and classes including both onsite and distance/online delivery.

|  |  |
| --- | --- |
| **1.2.5.1** | Provide a brief description about your company’s ability to provide all the services listed above in section 1.2.5. If unable to provide all of the services, indicate what you are not able to provide or where your services deviate from what is listed. |
| Enter Text Here |

* + 1. SUPPORT (CORE REQUIREMENT)
* Ongoing application maintenance and support.
* Warranty support for all system software.
* A detailed Service Level Agreement (SLA) as agreed upon by both ISU and the selected vendor.

|  |  |
| --- | --- |
| **1.2.6.1** | Provide a brief description about your company’s ability to provide all the services listed above in section 1.2.6. If unable to provide all of the services, indicate what you are not able to provide or where your services deviate from what is listed. |
| Enter Text Here |

* 1. VENDOR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS:

The Vendor must indicate how the proposed solution will comply with the following functional specifications. Provide answers to the following questions as they relate to the **CURRENT** release of the product. If this functionality is planned for a future release, enter the expected date for each question under the functional specification below.

* + 1. PRODUCT FUNCTIONAL EVALUATION QUESTIONS

|  |  |  |
| --- | --- | --- |
| Number | Area | Question |
|  | Availability Management | Describe your product’s ability to facilitate Availability Management. |
|  | Capacity Management | Describe your product’s ability to facilitate Capacity Management. |
|  | Change Management | How does your Change Management process area support workflows?  |
|  | Change Management | How would your Change Management process area support multiple and distinct groups of approvers possibly following multiple change processing paths?  |
|  | Change Management | How does your product facilitate emergency changes?  |
|  | Change Management | Tell us how your product identifies duplicate Requests for Change (RFC). |
|  | Change Management | How does your product allow for defining dependencies between change requests? |
|  | Change Management | Describe your product’s ability to send change notifications to staff outside the change process.  |
|  | Change Management | Describe your product’s ability to facilitate Change Management. |
|  | Event Management | Describe your product’s ability to facilitate Event Management. |
|  | Financial Management | Describe your product’s ability to facilitate Financial Management. |
|  | Financial Management | Describe how your product facilitates Vendor Management. |
|  | Financial Management | Describe how your product facilitates Contract Management. |
|  | Financial Management | Describe how your product integrates with third-party vendor product catalogs, such as Dell, Apple, etc. |
|  | Financial Management | Describe your product’s ability to track and manage purchases. |
|  | Financial Management | Describe your product’s integration between Financial and Asset Management. |
|  | General | What process areas support prioritization within your product? |
|  | General | Which fields within your product support rich text editing? |
|  | General | Can images/screenshots be inserted inline in text boxes? |
|  | General | Does your product support the ability to add attachments? Which processes support this feature? |
|  | General | Can users drag and drop attachments? Which processes support this feature? |
|  | General | Describe your product’s reporting capabilities. |
|  | General | Describe how users are able to create ad-hoc reports. |
|  | General | Describe how your product supports role-based access as it applies to reporting. |
|  | General | Describe how your product supports report scheduling and automation. |
|  | General | Describe your product’ s dashboard capabilities. |
|  | General | Can users customize their own dashboards? If so, describe. |
|  | General | Include a screenshot of two sample dashboards. One should include a stock dashboard that comes with the product and the second should be a customized dashboard. |
|  | General | Describe the workflow capabilities of your product. |
|  | General | Describe how workflows are created in your product. |
|  | General | What chat functionality does your product offer for end user support? |
|  | General | Is chat communication captured? If so, describe. |
|  | General | What chat functionality does your product offer for internal use? |
|  | General | What capabilities does your product have to send communications to any user or group and have the message and response tracked in the product? |
|  | General | Describe your product’s ability to customize forms and templates and for which ITIL processes they are available.  |
|  | General | Do you have an integrated ITIL and ITSM process modeling technology available? If so, describe. |
|  | General | Discuss the alignment of Vendor’s product plans with the direction of the industry, providing information detailing the Vendor’s intent to comply with industry standards. |
|  | General | Describe the training programs and tools available for your product. |
|  | General | Is your product certified for ITIL compliance by Pink Elephant and/or another certification agency? If so, list processes certified and by which agency. |
|  | Incident and Problem Management | How does your product offer ticket prioritization based on impact / urgency matrix? |
|  | Incident and Problem Management | Can the priority matrix be configured for different units / support groups? If so, describe. |
|  | Incident and Problem Management | How does your solution offer integration for remote control support? |
|  | Incident and Problem Management | Describe your product’s ability to link and/or merge tickets. |
|  | Incident and Problem Management | How is Knowledge Management integrated with Incident Management in your tool? |
|  | Incident and Problem Management | Describe your product’s ability to conduct user surveys. How are they customizable? |
|  | Incident and Problem Management | Describe how your product handles tasks within Incident Management and Request Fulfillment. What is the functionality of tasks inside an incident or request? |
|  | Incident and Problem Management | Describe your product’s ability to facilitate Incident Management. |
|  | Incident and Problem Management | Describe your product’s ability to facilitate Problem Management. |
|  | Knowledge Management | Describe your product’s Knowledge Management Solution. |
|  | Knowledge Management | How does your product support multiple knowledge bases (i.e. both internal and public facing)? |
|  | Knowledge Management | Describe how your product utilizes roles and permissions in Knowledge Management. |
|  | Knowledge Management | How does your Knowledge Management support versioning in areas such as Knowledge Base articles, etc? |
|  | Knowledge Management | Describe your product’s ability to facilitate a full Service Knowledge Management System (SKMS) as defined by ITIL. |
|  | Knowledge Management | Describe how the SKMS within your product supports process areas and functions within the software. Examples include Capacity Management, Availability Management, Configuration Management, etc. |
|  | Knowledge Management | List all of the areas supported by your product’s SKMS. |
|  | Knowledge Management | How quickly do knowledge articles become available for searching (indexed) after being entered into the Knowledge Management system? |
|  | Knowledge Management | Describe how your product supports the Knowledge Centered Support (KCS) methodology. |
|  | Project and Portfolio Management | Describe your product’s Project and Portfolio Management capabilities. |
|  | Release Management | Describe the relationship between Change Management and Release Management within the product. |
|  | Release Management | Describe your product’s ability to facilitate Release Management. |
|  | Request Fulfillment | How does your product support triggering a service request based on a calendar? |
|  | Request Fulfillment | Describe how your product’s self-service portal provides a ‘shopping cart’ approach to ordering services and equipment. |
|  | Request Fulfillment | Describe your product’s ability to facilitate Request Fulfillment. |
|  | Service Asset and Configuration Management | Describe your Configuration Management Database (CMDB) in detail and what ITIL processes it supports. |
|  | Service Asset and Configuration Management | Describe your product’s ability to track and display relationships between configuration items. |
|  | Service Asset and Configuration Management | Describe how your product facilitates Asset Management including its ability to update configuration items based on changes. |
|  | Service Asset and Configuration Management | Describe how your Asset and Configuration Management components tie in with your Incident and Problem Management components, as well as the ability to report on historical issues. |
|  | Service Asset and Configuration Management | How does your product support the ability to track purchase dates, warranties, lifecycles and other factors for purposes of forecasting and the ability to report on this data? |
|  | Service Asset and Configuration Management | Describe your product’s ability to support barcode readers and how it can relate to incident and configuration items. |
|  | Service Asset and Configuration Management | Describe your product’s ability to auto discover assets (both using an agent and agentless). |
|  | Service Asset and Configuration Management | How does your product track software licensing? |
|  | Service Asset and Configuration Management | Describe your product’s ability to facilitate Service Asset and Configuration Management. |
|  | Service Catalog Management | Describe the Service Catalog features of your product. |
|  | Service Catalog Management | Describe how your Service Catalog integrates with your Configuration Management Database. |
|  | Service Catalog Management | Describe your product’s ability to facilitate Service Catalog Management. |
|  | Service Catalog Management | Describe your product’s ability to facilitate Service Level Management. |

* + 1. PRODUCT TECHNICAL AND INTEGRATION EVALUATION QUESTIONS

|  |  |  |
| --- | --- | --- |
| Number | Area | Question |
|  | General | Does your product have open Application-Programming Interface (API) / Web Services for custom integration? Describe in detail how the integration functions. |
|  | General | Does the use of integrations or custom APIs affect licensing or is the use of integrations/custom APIs limited in any way? |
|  | General | Provide us with a list of products and services that your product integrates with out of the box. |
|  | General | What mobile platforms are supported? Include specific operating systems and versions. |
|  | General | Do you provide a mobile app? For what platforms? |
|  | General | Describe how your product's idle user logoff time can be configured. |
|  | General | List the browsers and minimum versions your product supports. |
|  | General | Is functionality impaired on certain browsers? If so, list browsers that have limited functionality, as well as their limitations. |
|  | General | Does your product have a thick client? If so, describe its technical requirements and how it differs from web-based access your product offers. |
|  | General | How does your product support single sign-on and what methods are supported? |
|  | General | Describe your product’s database technology platform. |
|  | General | Describe your product’s ability to add custom fields. |
|  | General | Describe your product’s data structure. |
|  | General | Describe how ISU will be able to directly access the raw data contained in the product’s database(s). In addition, does ISU own the data and retain full access to it?  |
|  | General | Describe how your workflow can integrate with third-party products / solutions. |
|  | General | Describe how your product allows data to be displayed on disparate systems via an external data feed (i.e. RSS, XML, etc.). |
|  | General | Describe your product’s ability to support a multi-tenant structure with multiple support units having different product configuration needs. |
|  | General | How does your product offer integration with Microsoft System Center Configuration Manager? |
|  | General | How does your product offer integration with Microsoft System Center Operations Manager? |
|  | General | How does your product offer integration with Unified Communications infrastructure? |
|  | General | How does your product offer integration with Computer Telephony Interface (CTI)? |
|  | General | How does your product offer integration with Cisco Contact Center? |
|  | General | How does your product offer integration with Solar Winds? |
|  | General | How does your product offer integration with Pinnacle Communications Management Solution? |
|  | General | How does your product offer integration with LightSpeed Retail Point of Sale System? |
|  | General | How does your product offer integration with Microsoft Orchestrator? |
|  | General | How does your product offer integration with Daptiv Project and Portfolio Management Software? |
|  | General | How does your product offer integration with Ellucian Colleague Financial Systems (formerly Datatel)? |
|  | General | How does your product offer integration with Cisco Network Management Tools? |
|  | General | How does your product offer integration or import capabilities with iTop Configuration Management Database? |
|  | General | How does your product offer integration with Active Directory Authentication and Security Groups? |
|  | General | How does your product offer integration with Microsoft Client Access Service? |
|  | General | How does your product offer integration with Microsoft Exchange? |
|  | General | How does your product offer integration with Microsoft Outlook? |
|  | General | How does your product offer integration with Chat / IM solutions? |
|  | General | How does your product offer integration with text messaging/MMS? |
|  | General | How does your product integrate with Identity and Access Management solutions (password management, user provisioning)? |
|  | General | Describe your product’s licensing model. |
|  | General | Describe the support model for your product including methods of contacts and availability.  |
|  | Knowledge Management | What import capabilities does your product have for Knowledge Management? |

1.4. Milestones and Deliverables:

**See Section 1.3**

1.5. Vendor and Staffing Specifications:

**See Section 1.3**

1.6. Transportation and Delivery Terms:

 N/A

## 1.7. Subcontracting

1.7.1 Subcontracting ☒ is [ ] is not allowed.

For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Vendor must identify subcontractors with an annual value of more than $50,000 and the expected amount of money each will received under the contract in **Attachment DD - Subcontractor Information**.

1.7.2 For goods and/or services contemplated in this Offer and the resulting contract, the maximum percentage allowed to be provided by a subcontractor is 100%.

1.7.3 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of this contract and the amount to be paid to each.

## 1.8 Where Services are to be Performed

1.8.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this contract shall be performed, including any subcontracts, and the known or anticipated value of the services to be performed at each location.

1.8.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the university.

1.8.3 Location where services will be performed:

To be determined

Percentage of services performed at this location:

To be determined

## 1.9 Term

1.9.1. This contract has an initial term that will commence upon the last dated signature of the Parties and ending on 6/30/16 (approximately 32 months).

1.9.2 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

1.9.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

## 1.10. Renewal

1.10.1 The resulting Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

The University reserves the right to renew for a total of 7 1-year renewals. 10 year total contract limit.

1.10.2 Any renewal is subject to the same terms and conditions as the original contract except as otherwise stated in this solicitation or resulting contract.

1.10.3 The university may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the university.

1.10.4 The contract may not renew automatically nor renew solely at the Vendor’s option.

## 1.11 Termination for Cause

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

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

1.11.3. For termination due to any of the causes contained in this section, the University retains its right to seek any available legal or equitable remedies and damages.

## 1.12 Termination for Convenience

The University may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

**Include Section 1 and any attachments in Packet 1**

# Section 2 – Pricing

## 2.1 Format of Pricing:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Proposal. Vendor’s Price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Vendor’s entire Offer non-responsive and ineligible for award.

* + 1. Pricing proposal may be submitted in the below format. If Vendor is submitting multiple proposals, Vendor should provide responses to all pricing questions below separately. All proposals should be based upon the following license counts:

|  |  |
| --- | --- |
| **Total Named Technicians:**  | **450** |
| **Total Concurrent Technicians:** | **200** |
| **System Users:**  | **26,000** |
| **Configuration Items/Devices:**  | **20,000** |

**Proposals should include the following process areas in the CORE pricing**: Incident Management, Problem Management, Change Management, Service Asset and Configuration Management, Release Management, Knowledge Management, and Request Fulfillment.

Note: The University will evaluate the price based on a total cost of ownership concept utilizing a configuration (2.1.1.2, 2.1.1.4, 2.1.1.5, 2.1.1.7, and 2.1.1.12)?? this may be leftover from last RFP numbering may the TCO approach may still apply here but the number referencing may need to be revised. that best meets its needs.

|  |  |  |
| --- | --- | --- |
|  | **Licensing Model Information (perpetual, subscription, concurrent, SaaS)** Vendor shall provide a brief description of licensing model being proposed as it relates to 1.3.2.38. |  |
| License Proposal Description - Enter Text Here |
|  | **Software Costs – CORE Process Areas**Vendor shall list software licensing costs based upon the license quantities and CORE process areas listed in section 1.1.5. |  |
| CORE Software – Enter Text Here | **$** |
|  | **Software Costs - OPTIONAL Process Areas**Vendor shall list software licensing costs for each additional process areas beyond the CORE that is listed in section 1.1.5. If additional process areas are included free of charge, Vendor shall list them here and indicate that there is no additional charge for these process areas. |  |
| OPTIONAL Software – Enter Text Here, Add Rows as Needed | **$** |
| OPTIONAL Software – Enter Text Here, Add Rows as Needed | **$** |
| OPTIONAL Software – Enter Text Here, Add Rows as Needed | **$** |
|  | **Hardware and Infrastructure Costs**Vendor shall provide typical costs for an implementation of our size and type based upon vendor standards. Vendor shall include server and storage hardware/software costs. |  |
| Hardware and Infrastructure – Enter Text Here, Add Rows as Needed | **$** |
|  | **Implementation Costs – CORE Process Areas**Vendor shall provide implementation costs for CORE process areas including Project Management (1.2.1), ITSM Implementation Design and Planning (1.2.2), ITSM System Implementation (1.2.3). The vendor’s cost should include travel and all other expenses in the rate provided. |  |
| Implementation Costs - Enter Text Here, Add Rows as Needed | **$** |
|  | **Implementation Costs – OPTIONAL Process Areas**Vendor shall provide implementation costs for each additional process area including Project Management (1.2.1), ITSM Implementation Design and Planning (1.2.2), ITSM System Implementation (1.2.3). If additional process areas implementations are included free of charge, Vendor shall list them here and indicate that there is no additional charge for these process areas implementation. The vendor’s cost should include travel and all other expenses in the rate provided. |  |
| Implementation Costs - Enter Text Here, Add Rows as Needed | **$** |
| Implementation Costs - Enter Text Here, Add Rows as Needed | **$** |
| Implementation Costs - Enter Text Here, Add Rows as Needed | **$** |
|  | **Annual Maintenance Costs – CORE Process Areas**Vendor shall list annual maintenance and support costs as described in section 1.2.6 for CORE process areas. |  |
| Annual Maintenance- Enter Text Here, Add Rows as Needed | **$** |
|  | **Annual Maintenance Costs – OPTIONAL Process Areas**Vendor shall list annual maintenance and support costs as described in section 1.2.6 for each additional process areas beyond the CORE. If additional process areas are included free of charge, Vendor shall list them here and indicate that there is no additional charge for these process areas. |  |
| Annual Maintenance- Enter Text Here, Add Rows as Needed | **$** |
| Annual Maintenance- Enter Text Here, Add Rows as Needed | **$** |
| Annual Maintenance- Enter Text Here, Add Rows as Needed | **$** |
|  | **Training Costs**Vendor shall list all costs and options associated with training programs for your product. Vendor shall include cost for both onsite training and distance/online options if available.  |  |
| Training - Enter Text Here, Add Rows as Needed | **$** |
| Training - Enter Text Here, Add Rows as Needed | **$** |
| Training - Enter Text Here, Add Rows as Needed | **$** |
|  | **Consulting/Professional Services**Vendor shall provide an hourly rate and/or rate card for consulting services and professional services as outlined in section 1.2.4. |  |
| Consulting - Enter Text Here, Add Rows as Needed | **$ /hr** |
| Consulting - Enter Text Here, Add Rows as Needed | **$ /hr** |
| Consulting - Enter Text Here, Add Rows as Needed | **$ /hr** |
|  | **Major Version Upgrade Costs**Vendor shall provide typical costs associated with a major version upgrade of the product. |  |
| Version Upgrade - Enter Text Here, Add Rows as Needed | **$** |
|  | **Costs for Disaster Recovery, Staging, or Testing Environment**Vendor shall list any costs associated with licensing, setup, and maintenance of a Disaster Recovery, Staging, or testing environment. |  |
| DR/Testing - Enter Text Here, Add Rows as Needed | **$** |
|  | **Additional Licensing Costs**Vendor shall list per license costs associated with adding additional users. Vendor is to include the length of time this pricing is valid. |  |
| Additional Licensing - Enter Text Here, Add Rows as Needed | **$** |
| Additional Licensing - Enter Text Here, Add Rows as Needed | **$** |
| Additional Licensing - Enter Text Here, Add Rows as Needed | **$** |

2.2 Type of Pricing: Pricing under this contract is [ ] firm [ ] estimated $ .

2.3 Expenses Allowed: Expenses ☒ are not allowed [ ]  are allowed as follows:

2.4 Discount: The university may receive a \_\_\_\_% discount for payment within \_\_\_\_ days of receipt of correct invoice.

2.5 Taxes: Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University’s Illinois tax exemption number and federal tax exemption information.

2.6 Pricing Offer: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1 Offeror’s Price for the Initial Term:

2.6.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the university formula is shown below, Vendor shall calculate renewal rates using that formula.

2.6.2.1 University Formula for Determining Renewal Compensation:

|  |  |  |  |
| --- | --- | --- | --- |
|   | Identify coverage period. Must coincide with fiscal year July 1 through June 30 | Rates will remain firm for each fiscal year checked below | Rates changes for each fiscal year as indicated below |
| First Renewal:  | 7/1/16 – 6/30/17 | Yes\_\_\_\_\_No\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |
| Second Renewal:  | 7/1/17 – 6/30/18  | Yes\_\_\_\_\_No\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |
| Third Renewal:  | 7/1/18 – 6/30/19  | Yes\_\_\_\_\_No\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |
| Fourth Renewal:  | 7/1/19 – 6/30/20  | Yes\_\_\_\_\_No\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |
| Fifth Renewal:  | 7/1/20 – 6/30/21  | Yes\_\_\_\_\_No\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |
| Sixth Renewal:  | 7/1/21 – 6/30/22  | Yes\_\_\_\_\_No\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |
| Seventh Renewal:  | 7/1/22 – 6/30/23  | Yes\_\_\_\_\_No\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |

2.6.2.2 Offeror’s Price for Renewal(s):

**2.7 Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).

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

2.7.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. Send invoices to:

Illinois State University

100 S. Fell Ave., Suite D

Normal, IL 61790

**Include Section 2 and any attachments in Packet 2**

# Attachment AA – Standard Terms and Conditions

**1. Resulting Contract:** The Vendor’s proposal and the Request for Proposal may be appended to the resulting contract. In the event of any conflict, inconsistency or dispute, the order of precedence shall be the resulting contract language, the Proposal and then the Request for Proposal.

**2. Payment Terms and Conditions:**

**2.1 Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the University. Payment terms contained on Vendor’s invoices shall have no force and effect.

**2.2** Minority Contractor Initiative: The State Comptroller requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

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

**2.4 Prevailing Wage:** Certain services require vendors to pay prevailing wage rates. If applicable and as a condition of receiving payment Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. The prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Department's official website (<http://www.state.il.us/agency/idol/index.htm>). Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. See **Attachment BB** for Supplemental Provisions.

**2.5** Federal Funds: The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved which are federally funded and the dollar amount of such federal funds will be disclosed.

**2.6 Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the University as provided in the resulting contract. Invoices may be subject to statutory offset. 30 ILCS 210.

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

2.6.2 Vendor shall invoice, as provided in the resulting contract, at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

**3. Assignment and Subcontracting:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the University. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe, in an attachment, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall notify the University of any additional or substitute subcontractors hired during the term of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the University. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify the University, by written amendment to the Contract, of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

**4. Audit/Retention of Records:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant 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 three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s books and records. 30 ILCS 500/20-65.

**5. Time is of the Essence:** Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.

**6. No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

**7. Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

**8. Confidential Information:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.

**9. Freedom of Information Act:** This contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**10. Use and Ownership:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

**11. Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

**12. Insurance:** Vendor shall, at all time during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the University. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker’s Compensation Insurance in amount required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.

**13. Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University. All payments by the University shall be made on the basis of Vendor being an independent contractor of the University.

**14. Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the University’s president if Vendor solicits or intends to solicit University employees to perform any work under this contract.

**15. Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may conduct, at its expense, background checks of Vendor’s and subcontractor’s officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.

**16. Applicable Law:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference. 44 Ill. Admin. Code 750. Any claim against the University arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The University shall not enter into binding arbitration to resolve any contract dispute. The University does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**17. Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**18. Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.

**19. Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an university or otherwise approves, he/she does so as approving officer and shall have no liability to Vendor.

**20. Notices:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

**21. Modifications and Survival:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination.

**22. Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor’s performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

**23. Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.

**24. Warranties for Supplies and Services**

**24.1** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

**24.2** Vendor shall insure that all manufacturers’ warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University’s payment, acceptance, inspection, or failure to inspect the supplies.

**24.3** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

**24.4** Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney’s fees and expenses arising from failure of the supplies to meet such warranties.

**25. Reporting, Status and Monitoring Specifications:**

**25.1** Vendor shall immediately notify the University of any event that may have a material impact on Vendor’s ability to perform the contract.

**25.2** By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

# Attachment BB – Supplemental Provisions

**1. University Supplemental Provisions:**

☒ University Definitions

Application-Programming Interface (API) – is a software delivery model in which software and associated data are centrally hosted on the cloud.

Availability Management – Ensure that the level of service availability in all services is matched to or exceeds the current and future agreed needs of the business in a cost effectiveness manner.

Capacity Management – To ensure that costs justifiable IT capacity in all areas of IT always exists and is matched to the current and future needs of the business in a timely way.

Change Management – Respond to the customer changing business requirements while maximizing value and reducing incidents, disruptions, and rework.

Financial Management – Responsible for managing an IT service providers budgeting, accounting, and charging requirements.

Incident Management – Primarily to return the IT service to users as quickly as possible and minimize the adverse impact on business operations.

Information Technology (IT) – The application of computers and telecommunications equipment to store, retrieve, transmit, and manipulate data, often in the context of a business or other enterprise.

Information Technology Infrastructure Library (ITIL) – A set of practices for ITSM that focuses on aligning IT services with the needs of business.

Information Technology Service Management (ITSM) – Refers to the implementation and management of quality IT services that meet the needs of the business.

Knowledge Management – To enable organizations to improve the quality of management decision making by ensuring that reliable and secure information and data is available throughout the service lifecycle.

Problem Management – Primarily to prevent incidents from happening and to minimize the impact of incidents that can not be prevented.

Project and Portfolio Management – Describe IT Services in terms of business values.

Release Management – To deploy releases into production and establish effective use of the service in order to deliver value to the customer and be able to handover to server operations.

Request Fulfillment – Responsible for managing the lifecycle of all service requests.

Software as a Service (SaaS) – A software delivery model in which software and associated data are centrally hosted on the cloud.

Service Asset and Configuration Management – To support efficient and effective Service Management processes by providing accurate configuration information.

Service Catalog Management – Ensures that an accurate Service Catalog is produced and maintained containing information on all operational services.

[ ]  Required Federal Clauses, Certifications and Assurances

[ ]  American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[ ]  Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4).

[ ]  Prevailing Wage (for example: 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 $2,000 per year or printing) (30 ILCS 500/25-60). Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).

[ ]  University Specific Terms and Conditions

[ ]  Other (describe)

**2. Vendor Supplemental Provisions**

This is supplemental information that supports a vendor’s proposal (e.g. a vendor’s licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed on **Attachment EE**).

# Attachment CC – Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

1. the contract may be void by operation of law,
2. the Chief Procurement Officer may void the contract, and
3. the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (ii) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

6. If Vendor has been convicted of a felony, Vendor certifies 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.

7. 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, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.

8. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e).

9. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.

10. Vendor certifies that it 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.

11. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

12. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor 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.

13. Vendor certifies it is not in violation of the “Revolving Door” provision of the Illinois Procurement Code. 30 ILCS 500/50-30.

14. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

16. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.

17. Drug Free Workplace

17.1 If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580

17.2 If Vendor is an individual and this contract is worth more than $5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.

18. Vendor certifies that 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 United States Department of Commerce. 30 ILCS 582.

19. Vendor certifies it 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 5/33 E-3, E-4.

20. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

21. Vendor certifies it 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.

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.

24. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.

25. **This applies to information technology contracts and is otherwise not applicable.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.

26. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

27. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.

28. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration’s (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General’s (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury’s (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor’s employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.

29. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.

30. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

**In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:**

**[ ]  Vendor is not required to register as a business entity with the State Board of Elections.**

**[ ]  Vendor is a not-for-profit entity.**

**or**

**[ ]  Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed $50,000 annually. (If this solicitation has an estimated annual value of $50,000 or more, or when vendor’s pending and/or current bids/proposals, contracts and orders in the aggregate exceed $50,000 annually, vendor must register.)**

**[ ]  Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act. (include a copy of Vendor’s registration certificate)**

31. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

* more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
* the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

**[ ]  There are no business operations that must be disclosed to comply with the above cited law.**

**or**

**[ ]  The following business operations are disclosed to comply with the above cited law:**

32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or Offer will be disqualified.

**Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.**

**A. [ ]  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.**

**B. [ ]  Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Vendor to provide evidence of compliance before award.**

**C. [ ]  Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75).  A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.**

**D. [ ]  Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.**

# Attachment DD – Subcontractor Information

**1.** Will subcontractors be utilized? [ ] Yes [ ]  No

**2.** Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with an annual value of $50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name:

Business Enterprise Program (BEP) Certification # (if applicable):

Anticipated/Estimated Amount to Be Paid:

Address:

Description of work:

Subcontractor Name:

Business Enterprise Program (BEP) Certification # (if applicable):

Anticipated/Estimated Amount to Be Paid:

Address:

Description of Work:

**3.** All subcontracts with an annual value of $50,000 or more must include the Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

# Attachment EE – Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page and provided as part of the resulting contract. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor’s Offer.

Vendor agrees with the terms and conditions set forth in the Request for Proposal, including the standard terms and conditions, University supplemental provisions, certifications, and disclosures, with the following exceptions:

|  |  |
| --- | --- |
|  |  |
|  | **EXCEPTIONS TO STANDARD TERMS AND CONDITIONS** |
| Page # / Section / Subsection # | State the exception such as “add,” “replace,” and/or “delete.” |
|  |  |
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|  |  |

|  |  |
| --- | --- |
|  | **CONFIDENTIAL INFORMATION – Include a redacted copy of the proposal.** |
| Page # / Section / Subsection # | State the information being claimed as confidential and the statutory basis for each claim. Include supporting information. |
|  |  |
|  |  |
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|  |  |

# Attachment FF – Illinois Department of Human Rights Public Contract Number

**1.** If Vendor 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), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer Due Date (775 ILCS 5/2-101). If the University cannot confirm compliance, it will not be able to consider a Vendor’s 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 fewer 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).

[ ]  (check if applicable) The number is not required because the company is located wholly outside the territorial boundaries of the United States and has no employees in the United States and will not hire employees in the United States to perform any part of any public contract.

**2.** IDHR Public Contracts Number:

Expiration Date: . (Valid numbers begin with 900000-00-0.)

**3.** If a valid number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:

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

**5.** Vendor may obtain an application form by:

Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

Internet: You may download the form from the Department of Human Rights’ website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

# Attachment GG – Business 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. Vendor 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
12. Is your company at least 51% owned and controlled by individuals in one of the following categories? [ ]  Yes [ ] No

If “Yes,” please check the category that applies:

[ ]  Minority (30 ILCS 575/2(A)(1) & (3))

[ ]  Female (30 ILCS 575/2(A)(2) & (4))

[ ]  Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))

[ ]  Disadvantaged (49 CFR 26) & (49 CFR 23)

[ ]  Veteran (30 ILCS 500/45-57)

[ ]  Small Business (30 ILCS 500/45-45)

1. Vendor's Statement of Contractual Disputes, Mergers and Acquisitions, and Legal Risk
If any answer is affirmative, Respondent must describe the reasons, its current status and its outlook for the future.

|  |  |  |
| --- | --- | --- |
| Yes | No |  |
|  |  | Within the past three years, has the Respondent filed for reorganization, protection from creditors or dissolution under bankruptcy statues?  |
|  |  | Is the Respondent the subject of any litigation? If yes, please identify the subject and status of that litigation.  |
|  |  | Is the Respondent currently involved in any stage of fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?  |

1. Vendor Demographics

|  |  |
| --- | --- |
| Year of incorporation/business registration |  |
| Total number of employees |  |
| Total number of technical support personnel |  |
| Location of field offices |  |

1. Respondent’s Client Base

Total Number of University Higher Education Clients Serviced (Using the Products that You Are Recommending to the University) in Last Three (3) Years.

|  |  |  |  |
| --- | --- | --- | --- |
|  | In the US | In Other Countries | In Total |
| Number of University higher education clients  |  |  |  |
| Smallest installation (expressed in # of concurrent users) | (Do not respond here) |  |
| Largest installation (expressed in # of concurrent users) |  |

1. The successful vendor must demonstrate a track record of long-term relationships with University customers.
	1. Provide a listing of any clients (universities preferred) served in the last 3-year period. Include dates of engagement and a brief description of goods and services rendered.
	2. What is the length of your longest uninterrupted customer contract for a University client?
	3. How many of your current campus customers have been customers for 3 years using your proposed solution? 5 or more years?
2. Total Number of in progress implementations (the successful vendor must demonstrate how you will prioritize this work and guarantee University will meet mandated timelines).
	1. Identify current and pending contracts for services/installations
	2. Identify the size of the current and pending contracts for services/installations.
	3. Identify how you will prioritize work and guarantee timelines with University
3. Description of Vendor Expertise in the proposed solutions
Describe your experience and expertise in providing the proposed solutions. Explain how your expertise differs from those of your competitors. Include the answers to the following questions in your response:
	1. How long has your company been providing these solutions?
	2. How long have you been assisting clients with these solutions?
4. Corporate Viability and Financial Status
All information provided will be used solely by Illinois State University for the purpose of evaluating the financial viability of the Respondent and will be held in the strictest confidence.
	1. Provide the two most recent annual reports and two complete sets of audited financial reports.
	2. Describe your corporate strategy for developing and selling your services in the applicable market. Your response should include your corporate long-term business strategy and should address your organization's vision and strategies for the future of the sector.
	3. What is your share of the market? Provide your firms’ share of recent sales within the solution market.

# Attachment HH - References

If requested, provide references, according to the instructions below, from established firms or government agencies other than the procuring University that can attest to Vendor’s experience and ability to perform the contract that is the subject of this solicitation. References from higher educational institutions are preferred. If requested, references will be contacted.

References ☒ are [ ]  are not requested.

Type of References: Implementations successfully completed in the last 3 years

 References for implementations in progress

 References for operations that were terminated during the past 5 years

Number of Each Reference Type: **3**

1. Firm/Government/ University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

2. Firm/Government/ University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

3. Firm/Government/University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

4. Firm/Government/University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

5. Firm/Government/University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

6. Firm/Government/University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

7. Firm/Government/University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

8. Firm/Government/University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

9. Firm/Government/University (name):

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

Date of Supplies/Services Provided:

Type of Supplies/Services Provided:

# Attachment II – Financial Disclosures and Conflicts of Interest

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The University will consider this form when evaluating the Bid, Offer, or Proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

**Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.**

This disclosure is submitted for (check one):

[ ]  Vendor

[ ]  Vendor’s Parent Entity(ies) (show 100% ownership)

[ ]  Subcontractor(s) >$50,000

[ ]  Subcontractor’s Parent Entity(ies) > $50,000

Project Name:

Procurement Bulletin Reference #:

Vendor Name:

Doing Business As (DBA):

Disclosing Entity Name:

Disclosing Entity’s Parent Entity:

Subcontractor:

Instrument of Ownership or Beneficial Interest (check one):

[ ]  Sole Proprietorship

[ ]  Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

[ ]  Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

[ ]  Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)

[ ]  Not-for-Profit

[ ]  Trust Agreement (Beneficiary)

[ ]  Other

 If you selected Other, please describe: .

**Step 1**

**Supporting Documentation Submittal**

All vendors complete regardless of annual bid, offer, or contract value

Subcontractors with subcontract annual value of more than $50,000 must complete

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

**[ ]  Option 1 – Publicly Traded Entities**

1.A. [ ]  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

 OR

1.B. [ ]  Attach a copy of the Federal 10-K, and skip to Step 3.

**[ ]  Option 2 – Privately Held Entities with more than 200 Shareholders**

2.A. [ ]  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

 OR

2.B. [ ]  Complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

**[ ]  Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

3.A. [ ]  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

**[ ]  Option 4 – Foreign Entities**

4.A. [ ]  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

 OR

4.B. [ ]  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

**[ ]  Option 5 – Not-for-Profit Entities**

[ ]  Complete Step 2, Option B.

**[ ]  Option 6 – Sole Proprietorships**

[ ]  Skip to Step 3.

**Step 2**

**Disclosure of Financial Interest or Board of Directors**

All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value

Subcontractors with subcontract annual value of more than $50,000 must complete

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**Option A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

[ ]  Check here if including an attachment with requested information in a format substantially similar to the format below.

|  |
| --- |
| TABLE - X |
| Name | Address | % of Ownership | $ Value of Ownership |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

[ ]  Check here if including an attachment with requested information in a format substantially similar to the format below.

|  |
| --- |
| TABLE - Y |
| Name | Address | % of Distributive Income | $ Value of Distributive Income |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Please certify that the following statements are true.**

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20. [ ]  Yes [ ]  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity. [ ]  Yes [ ]  No

**Option B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

|  |  |
| --- | --- |
| Name  | Address |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Step 3**

**Disclosure of Lobbyist or Agent**

Complete only if bid, offer, or contract has an annual value over $25,000

Subcontractors with subcontract annual value of more than $50,000 must complete

[ ]  Yes [ ]  No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning this bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information.

|  |  |  |
| --- | --- | --- |
| Name  | Address | Relationship to Disclosing Entity |
|  |  |  |
|  |  |  |

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this State/University contract:

**Step 4**

**Prohibited Conflicts of Interest**

All vendors must complete regardless of annual bid, offer, or contract value

Subcontractors with subcontract annual value of more than $50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

|  |  |
| --- | --- |
| 1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly?
 | [ ]  Yes [ ]  No |
| 1. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?
 | [ ]  Yes [ ]  No |
| 1. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?
 | [ ]  Yes [ ]  No |
| 1. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?
 | [ ]  Yes [ ]  No |
| 1. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor’s total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?
 | [ ]  Yes [ ]  No |
| 1. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor’s distributable income or an amount of distributable income in excess of two times the salary of the Governor?
 | [ ]  Yes [ ]  No |

**Step 5**

**Potential Conflicts of Interest Relating to Personal Relationships**

Complete only if bid, offer, or contract has an annual value over $25,000

Subcontractors with subcontract annual value of more than $50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

|  |  |
| --- | --- |
| * 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?
 | [ ]  Yes [ ]  No |
| * 1. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?
 | [ ]  Yes [ ]  No |
| * 1. Do you hold currently or have you held in the previous 3 years elective office of 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?
 | [ ]  Yes [ ]  No |
| * 1. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?
 | [ ]  Yes [ ]  No |
| * 1. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?
 | [ ]  Yes [ ]  No |
| * 1. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?
 | [ ]  Yes [ ]  No |
| * 1. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?
 | [ ]  Yes [ ]  No |
| * 1. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?
 | [ ]  Yes [ ]  No |
| * 1. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?
 | [ ]  Yes [ ]  No |
| * 1. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?
 | [ ]  Yes [ ]  No |

**Step 6**

**Explanation of Affirmative Responses**

All vendors must complete regardless of annual bid, offer, or contract value

Subcontractors with subcontract annual value of more than $50,000 must complete

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**Step 7**

**Potential Conflicts of Interest**

**Relating to Debarment & Legal Proceedings**

Complete only if bid, offer, or contract has an annual value over $25,000

Subcontractors with subcontract annual value of more than $50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided:

|  |  |
| --- | --- |
| 1. Within the previous ten years, have you had debarment from contracting with any governmental entity?
 | [ ]  Yes [ ]  No |
| 1. Within the previous ten years, have you had any professional licensure discipline?
 | [ ]  Yes [ ]  No |
| 1. Within the previous ten years, have you had any bankruptcies?
 | [ ]  Yes [ ]  No |
| 1. Within the previous ten years, have you had any adverse civil judgments and administrative findings?
 | [ ]  Yes [ ]  No |
| 1. Within the previous ten years, have you had any criminal felony convictions?
 | [ ]  Yes [ ]  No |

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

**Step 8**

**Disclosure of Current and Pending Contracts**

Complete only if bid, offer, or contract has an annual value over $25,000

Subcontractors with subcontract annual value of more than $50,000 must complete

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? [ ] Yes [ ]  No

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Agency/University | Project Title | Status | Value | Contract Reference/P.O./ Bulletin # |
|  |  |  |  |  |
|  |  |  |  |  |

Please explain the procurement relationship:

**Step 9**

**Sign the Disclosure**

All vendors must complete regardless of annual bid, offer, or contract value

Subcontractors with subcontract annual value of more than $50,000 must complete

This disclosure is signed and made under penalty of perjury by an authorized officer or employee on behalf of the Offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity:

Signature: Date:

Printed Name:

Title:

Phone Number:

Email Address:

# Attachment JJ – Taxpayer Identification Number

I certify that:

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

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

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

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

Name:

Business Name:

Taxpayer Identification Number:

Social Security Number:

 or

Employer Identification Number:

Legal Status (check one):

[ ]  Individual [ ]  Governmental

[ ]  Sole Proprietor [ ]  Nonresident alien

[ ]  Partnership [ ]  Estate or trust

[ ]  Legal Services Corporation [ ]  Pharmacy (Non-Corp.)

[ ]  Tax-exempt [ ]  Pharmacy/Funeral Home/Cemetery (Corp.)

[ ]  Corporation providing or billing [ ]  Limited Liability Company

 medical and/or health care services (select applicable tax classification)

[ ]  Corporation NOT providing or billing [ ]  D = disregarded entity

 medical and/or health care services [ ]  C = corporation

 [ ]  P = partnership