STATE OF ILLINOIS

PUBLIC INSTITUTIONS OF

HIGHER EDUCATION

REQUEST FOR PROPOSAL

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Procurement Services

Lowden Hall, Room 107

DeKalb, Illinois 60115

Sealed Proposals (RFP’s) will be accepted in the above office until:

**RFP OPENING TIME & DATE:** Thursday, July 18, 2013 at 2:00 pm Local Time

For:

RFP NUMBER: #BJM140342

RFP TITLE: ISLE Learning Map and Assessment Applications

**RESPONDING VENDOR’S COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mandatory vendor conference/site visit required – see page 5, A.5, for details.**

**VENDORS MUST RETURN ONE (1) ORIGINAL AND TEN (10) COPIES OF THEIR RFP RESPONSES.** Mark as “Original” and “Copy” respectively. RFP responses received after the opening time stated above MUST BE REJECTED.

Direct questions regarding this Request for Proposal (RFP) to:

**Rebecca May, Manager of Procurement Serivces**

### Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115

**Phone: 815-753-1594 Fax: 815-753-6800 Email: Rmay@niu.edu**

THIS COVER SHEET MUST BE COMPLETED AND ATTACHED TO YOUR RFP RESPONSE.

Northern Illinois University (“University”) requests proposals from responsible vendors to meet its needs. A brief description is set forth below for Vendor’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the University appreciates and welcomes an offer.

**Brief Description:**

Northern Illinois University (NIU), Office of Education System Innovation (OESI), is seeking proposals from qualified firms (vendors) to provide and support two application areas for the Illinois Shared Learning Environment (ISLE): (1) a suite of Learning Map-related tools and applications (referred to in this RFP as the “Learning Map Application”), and (2) a suite of tools and applications to support Assessment Authoring & Delivery (referred to in this RFP as the “Assessment Application”). As further described in the Introduction and Background section of the ISLE Technology Development & Deployment Plan, Exhibit A to this RFP, ISLE is an ambitious new state initiative that is developing a common technology platform to deliver tools, resources, and content to educators and students to better personalize instruction and more closely meet the needs of the individual learner – from pre-K students through post-graduates and career seekers. ISLE is leveraging technology tools and standards developed by inBloom, Inc., a nonprofit organization working to make personalized learning a reality for every U.S. student.

The development of ISLE is being undertaken pursuant to an intergovernmental agreement among:

* Two state agency project co-sponsors: The Illinois State Board of Education (ISBE) and the Illinois Department of Commerce and Economic Opportunity DCEO); and
* Four project partners: NIU (through OESI and the Illinois Interactive Report Card (IIRC)), University of Illinois – National Center for Supercomputing Applications (NCSA), Southern Illinois University-Center for Workforce Development (CWD), and the IlliniCloud Cooperative.

The roles of each of these partners are further defined in the ISLE Technology Development & Deployment Plan attached as Exhibit A.

The applications procured through this RFP will be deployed in multiple releases, with the first releases targeted to Bloomington School District 87 and Unit 5 (the ISLE pilot districts) and then the other school districts participating in the Illinois Race to the Top application (identified in Attachment D of the ISLE Development Plan). Collectively, these districts are referred to in this RFP as the “RTTT Districts.”

Vendors may submit a proposal to provide and support: (1) Only the Learning Map Application; (2) Only the Assessment Application; and/or (3) A single unified solution that accomplishes the objectives of both applications as described in this RFP (“Unified Solution”). **A vendor must submit separate proposals for each of the three options for which the vendor wishes to be considered.** Following submission of all proposals, all proposals will be evaluated based on the criteria described in this RFP, and then NIU, with the other ISLE partners, will select one of the following options for award of a contract (or contracts): (1) Award a contract only for the Learning Map Application; (2) Award a contract only for the Assessment Application; (3) Award a contract only for the Unified Solution; or (4) Award two separate contracts to two separate vendors – one for the Learning Map Application, and one for the Assessment Application. The contract award (or awards) will be for an initial term through June 30, 2016, with rights of renewal as described in this RFP.

As described in the Introduction and Background section of the ISLE Technology Development & Deployment Plan, funding for ISLE has been provided through a $12 million Illinois Jobs Now capital grant committed by DCEO. The total amount of capital funding currently available for a contract award (or awards) through the initial term is $1,500,000. The ISLE project co-sponsors intend to pursue funding to support the ongoing operation and expansion of ISLE, beyond what can be achieved through the capital grant.

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 (Packet 1) and price proposal (Packet 2) which combined will constitute the offer. Vendors should keep a complete copy of their offer for future reference.

Please adhere to Form and Content of Proposal requirements or offers may not be considered.

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# A. INSTRUCTIONS FOR SUBMITTING OFFERS

A.1 HOW TO ENTER INFORMATION: Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text” in red font. If the information requested does not apply to the Vendor’s situation, then enter “**N/A**” into the text field. Please enter the requested information or N/A into every red text field. Please also respond elsewhere in this RFP (i.e., other than the red text fields) if you are instructed to do so. (Please see the EXHIBITS section of this RFP for providing additional RFP response information.)

A.2 PUBLISHED PROCUREMENT INFORMATION: The University publishes procurement information, including updates, on the Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us](file://illinois/cms/SpiUsers2/Shirley.J.Webb/Forms/new%20solicitation%20forms/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 identified below. The University shall not be held responsible for information provided by any other person.

|  |  |
| --- | --- |
| Solicitation Contact: Rebecca May, NIU Purchasing Officer | Phone: 815/753-1594 |
| University Name: Northern Illinois University | Fax: 815/753-6800 |
| Street Address: Procurement Services, Lowden Hall 107 | TDD: n/a |
| City, State Zip: DeKalb IL 60115 | Email: Rmay@niu.edu |

A.4 VENDOR QUESTIONS / UNIVERSITY RESPONSES: All questions that pertain to this solicitation, other than those raised at any Vendor conference, must be submitted in written form (email is acceptable) and submitted to the Solicitation Contact no later than three business days prior to the RFP opening date. 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

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: June 25, 2013 Time: 10:00 AM

Location: NIU Naperville, 1120 E. Diehl Road, Naperville, IL, 60563, in Room #167

Additional Information: This is a mandatory site visit. Any questions, please contact Becky May, phone # 815-753-1594 or email: rmay@niu.edu.

A.6 OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below (and also referenced on the cover page of this RFP document):

A.6.1 Offer Due Date: July 18, 2013 Time: 2:00 PM

A.6.2 Submit/Deliver Offers To: Mailing Label (outside of envelopes/containers) is to be marked as follows:

|  |  |
| --- | --- |
| University: Northern Illinois University | Sealed Offer – Do Not Open |
| Attn: Rebecca May | Project Title: ISLE Assessment and Learning Map Applications |
| Address: Procurement Services, Lowden Hall 107 | Reference #: bjm140342 |
| City, State Zip: DeKalb IL 60115 | Due Date & Time: 7/18/2013 2:00 PM |
|  | *Vendor Name* |
|  | *Vendor City, State and Zip* |

A.6.3 Offer Firm Time: The Offer must remain firm for 120 days from opening.

A.7 SUBMISSION OF OFFERS: Offers must be submitted in two packets as shown below and clearly labeled with the Request for Proposal (RFP) title, the packet number, the proposer’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, Required Forms, any Attachments, and Signed Addendums (if Addendums were issued). **PACKET 1 SHALL CONTAIN EVERYTHING OTHER THAN PRICING.**

**Packet 2** shall ONLY include Vendor’s Pricing Offer provided in Section 2 (including Renewal Options Pricing, if applicable). **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. **The shipping boxes are to be addressed and labeled as indicated above in A.6.2.**

Vendors, please submit the following numbers of Originals, Copies, and (if requested) CD’s or other Electronic Media (mark each document as “Original” or “Copy”, respectively):

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Responding Packets** | **# of Originals** | **# of Hard Copies** | **# of CDs or Other Electronic Media** |
| EVERYTHING OTHER THAN PRICING – **PACKET 1**:  SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK/REQUIRED FORMS/ATTACHMENTS, ETC. | 1 | 10 | 2 |
| PRICING ONLY – **PACKET 2**: PRICING INFORMATION AND RENEWAL PRICING (IF REQUESTED). | 1 | 10 | 2 |

**Note:** Unsigned proposals may not be considered. The proposal must be made on these forms, but the vendor may include additional information by attachment (vendors must mark all additional-information attachments with the section of the RFP that the attached information pertains to).

Proposals may be sent by U.S. Postal Service or express courier-type service (such as FedEx, UPS, DHL, etc.) properly addressed to ensure on-time delivery. Vendors may also deliver their proposal in person to NIU Procurement Services, Lowden Hall 107, prior to the proposal opening date and time.

**NOTE**: The RFP due date and time refers to NIU’s local time for the RFP opening, which may be different from he vendor’s time zone.

**ALSO PLEASE NOTE:** All mail and courier/delivery-service packages (e.g., FedEx, UPS, DHL, etc.) are all delivered through the University’s campus mail system once they reach campus, so appropriate labeling and early shipping is required to ensure on-time delivery. Proposals are typically NOT delivered directly to Procurement Services. Bids/Proposals may take a day or two to arrive in Procurement Services after the document first reaches the University’s central parcel receiving facility. Therefore, please be advised of this internal campus delivery process and the related time delay, and mail/ship/submit your bid/proposal responses early to allow for receipt in the NIU Procurement Services office by the Bid/RFP Opening Date and Time.

A.8 SECURITY: Performance Bond: **Not Applicable** 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.9 SMALL BUSINESS SET-ASIDE: Yes  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 and to qualify for the Small Business Set-Aside Program, visit ([www.sell2illinois.gov/bep/Set\_Aside.htm](http://www.sell2illinois.gov/bep/Set_Aside.htm)).

A.10 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.

A.11 FEDERAL FUNDS: The solicitation 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.

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”. Vendor may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Admin. Code Part 4) are applicable to this solicitation and may be viewed by users registered for the Illinois Public Higher Education Procurement Bulletin at (<http://www.procure.stateuniv.state.il.us>).

A.14 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the University and late submissions may be returned at Vendor’s request and expense. 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.** **The redacted copy/copies must also be marked as such, i.e., “’Redacted Copy’ re confidential information”.** On Attachment II, 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 defending 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.

The University treats bids/proposals as confidential until the award is issued. A record of bids/proposals shall then be prepared and may become open for public inspection AFTER the contract award has been made. If a party wishes to make a Freedon of Information Act request for bid-file information subject to FOIA, that request must be submitted to the NIU University Relations Office in order to obtain access to those records under FOIA and or other applicable laws and rules.

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 & Final Offers 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 AWARD: The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award(s), the award(s) shall be made to the responsible offeror (or offerers, if awards are issued to multiple vendors) whose proposal(s) is(are) determined in writing to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this Request for Proposals. However, 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. The University will post a notice to the Bulletin identifying the apparent most responsive/responsible Vendor(s**). NIU reserves the right to award to one or to multiple vendors depending on what is in the best interest of the University.** **Posting Vendor’s name in a Bulletin notice does not entitle Vendor to a contract.**

**Basis for Decision on Contract Award Approach**: Following submission of all proposals, the University, in consultation with other ISLE partners, will evaluate all proposals. Then, the University, with the other ISLE partners, **will select one of the following options for award** of a contract (or contracts):

1. Award a contract only for the Learning Map Application;
2. Award a contract only for the Assessment Application;
3. Award a contract only for the Unified Solution; or
4. Award two separate contracts to two separate vendors – one for the Learning Map Application, and one for the Assessment Application.

This selection will be based upon:

1. An assessment of the feasibility of adequately deploying and supporting both applications within available budget parameters;
2. An assessment of which option will provide the most benefit to intended ISLE users;
3. An assessment of the feasibility of achieving the interoperability objectives described in Exhibits B, C, and D if separate applications are pursued; and
4. An assessment of the capability of potential vendors to deploy both applications in a high-quality manner within the necessary timeline for deployment.

A.17 REFERENCES: Vendor must provide references from established private firms or government agencies other than the procuring university, who can attest to Vendor’s experience and ability to perform the contract subject of this solicitation.

**NOTE: Vendor must provide requested references using “Attachment HH”.**

A.18 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 4.550). 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

A.19 EVALUATION PROCESS: The University will determine how well Offers meet the Responsiveness requirements **as** **specified in Exhibit F**. 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 the 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.

A.19.1 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.

A.19.1.1 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.

A.19.1.2 The University will determine whether the Offer meets the stated requirements, and/or determine how well or to what degree, in the sole determination of the University, the Offer meets the stated specifications and requirements, and best meets the needs of the University. 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.

A.19.1.3 When (or if) 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.

A.19.2 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 vendor is a “Responsible” vendor; a vendor with whom the University can or should do business. For example, the University may consider the following:

A.19.2.1 A “prohibited bidder” includes a person or business assisting the State of Illinois or a University in reviewing, drafting, directing or preparing a Request for Proposal or Request for Information or who provided similar assistance is deemed a prohibited bidder (30 ILCS 500/50-10.5)

A.19.2.2 Other factors that the University may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, 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.

A.19.2.3 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.

A.19.3 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.

# SELECTION OF VENDOR

**B.1** The University will determine the most advantageous proposal, taking into consideration price and the evaluation factors shown below.

The University will evaluate the proposals relative to the weighted criteria as listed below. The final decision may involve or be based on a formal presentation by the Vendor; negotiations and/or clarifications involving final content of the contract and price, terms of sale, or other communications between the selected Vendor and the University; Best & Final Offer (if exercised by the University), or other tangible or intangible elements as may be considered by the University to clarify such work.

All proposals will be evaluated by a proposal evaluation team. Based on this evaluation, the University will determine the award of the contract (or non-award if that is determined to be the case).

If an award results from this RFP, the University will award the contract to the Vendor (or Vendors, if multiple awards will result from this RFP) whose Proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this Request for Proposal.

**B.2** 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.

**B.3** The Evaluation Criteria chart below shows the relative weight of the elements of Responsiveness in point format. The total number of points for Responsiveness is 90 for **each** option submitted.

|  |  |
| --- | --- |
| **Evaluation Criteria:** Responsiveness Elements | Total Possible Points |
| **See Exhibit G** | **See Exhibit G** |

**B.4** 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.

**B.5** The total number of points for Price is 10

**B.6** The maximum number of points is 100 (Responsiveness 90 + Price 10)

**End of Instructions**

# OFFER LETTER

**Project Title / Reference #: ISLE Learning Map Applications and Assessment, #BJM140342**

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, the Vendor makes an Offer to the University that the University may accept.

Vendor should use this Form as a final check to ensure that all required documents are completed and included with Vendor’s bid. Vendor must mark each blank below as appropriate; mark **N/A** when a section is not applicable to this solicitation. Vendor understands that failure to meet all requirements is cause for disqualification.

**1. SOLICITATION AND CONTRACT REVIEW**: Vendor reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the University.

Yes  No

**2. ADDENDA**: Vendor acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

Yes  No  N/A

**3. VENDOR CONFERENCE**: If attendance was mandatory, Vendor attended the Vendor Conference.

Yes  No  N/A

**4. OFFER SUBMISSION**: Vendor is submitting the correct number of copies, in a properly labeled container(s), addressed to the correct location.

Yes  No

**5. BOND**: If applicable, Vendor is submitting its Bid Bond or Performance Bond.

Yes  No  N/A

**6. PACKET 1**: Yes  No

6.1 Vendor’s Proposed Solution to Meet the University’s Requirements  Yes  No

6.2 Milestones and Deliverables  Yes  No

6.3 Vendor/Staff Specifications  Yes  No

6.4 Transportation and Delivery Terms  Yes  No  N/A

6.5 Subcontracting Disclosed  Yes  No  N/A

6.6 Where Services Are to Be Performed  Yes  No  N/A

6.7 State Board of Elections Certificate  Yes  No  N/A

6.9 Illinois Department of Human Rights Public Contracts Number  Yes  No

6.10 Supplemental Terms and Conditions  Yes  No

6.11 Subcontractor Disclosures  Yes  No  N/A

6.12 Standard Certifications  Yes  No

6.13 Financial Disclosures and Conflicts of Interest  Yes  No

6.15 Business Directory Information  Yes  No

6.16 References  Yes  No  N/A

6.17 Vendor Exceptions  Yes  No

6.18 IRS W-9 Form  Yes  No

6.19 Other: Click here to enter text.  Yes  No

6.20 Preferences/Special Programs: The Illinois Procurement Code provides various preferences and special programs to promote business opportunities in Illinois. If Vendor believes it is eligible for any of the preferences or special programs identified below, please check each that applies to this Offer. You must provide an explanation of qualification. University reserves the right to determine whether the preference or special program applies to Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)

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

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

Procurement of Domestic Products (30 ILCS 517).

Public Purchases in Other 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: Click here to enter text.

**7. PACKET 2**

Pricing and/or Renewal Options

Yes  No

Signature of Authorized Representative:

Printed Name of Signatory: Click here to enter text. Date: Click here to enter a date

Title of Signatory: Click here to enter text.

**8. MODIFICATION OF ORIGINAL DOCUMENTS:**

The vendor hereby certifies that they have not altered or modified the original content of the University’s Request for Proposal specifications, or the associated documents including original drawings or graphics (if included). Vendor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered sufficient basis to suspend or debar the violating party from consideration for future contract awards.

Name of Vendor’s Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative:

Printed Name of Signatory: Click here to enter text. Date: Click here to enter a date

Title of Signatory: Click here to enter text.

If the above authorized representative is not that contact for questions regarding this RFP, please state below who the contact is:

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

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

**NIU GENERAL INFORMATION**

Northern Illinois University (NIU) is a public teaching, research and service institution, offering undergraduate and graduate programs in a variety of disciplines. The main campus is in DeKalb, Illinois, with additional satellite campuses, primarily for graduate programs. These are located in Hoffman Estates, Rockford, and Naperville. Current enrollment is approximately 22,000 full-time students.

1.1. GOAL: Northern Illinois University (NIU), Office of Education System Innovation (OESI), is seeking proposals from qualified firms (vendors) to provide and support two application areas for the Illinois Shared Learning Environment (ISLE): (1) a suite of Learning Map-related tools and applications (referred to in this RFP as the “Learning Map Application”), and (2) a suite of tools and applications to support Assessment Authoring & Delivery (referred to in this RFP as the “Assessment Application”). Vendors may also submit a proposal for a single unified solution that accomplishes the objectives of both applications as described in this RFP (the “Unified Solution”). These application areas are key to providing supports to educators through ISLE that will enable them to better personalize instruction.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

A vendor must submit separate proposals for each of the three options for which the vendor wishes to be considered. A proposal for only the Learning Map Application must address the requirements and specifications described in **Exhibit B** to this RFP. A proposal for only the Assessment Application must address the requirements and specifications described in **Exhibit C** to this RFP. A proposal for a Unified Solution must address the requirements and specifications described in **Exhibit D** to this RFP.

*In addition*, all proposals must address the ISLE technical specifications described in **Exhibit E** to this RFP.

For each option, the vendor’s services will consist of a Base Scope and Extended Scope. The “Base Scope” consists of the services necessary to support full deployment of the proposed application(s) within the RTTT Districts (as defined on Page 1 of this RFP) through the initial term (i.e., through June 30, 2016). “Full deployment” means access to all features of the applications for Level 4 users, as described in Exhibit E. The Base Scope will also permit non-RTTT District Level 1 through 3 users, as described in Exhibit E, to have access to application features that do not involve personally identifiable information. The “Extended Scope” consists of services to fully deploy the proposed application(s) in Illinois school districts other than the RTTT Districts, or provide a deeper level of support within or outside of the RTTT Districts. The specific Extended Scope requirements are described in Section 1.3 below.

1.3. VENDOR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS: Respond in the space below or in the following prescribed format. Additional pages may be added if necessary.

Vendors must submit separate proposals for each of the three options for which the vendor wishes to be considered. Each proposal must be clearly labeled as addressing either the Learning Map Application, the Assessment Application, or the Unified Solution.

Proposals to be label as:

**OPTION 1 - LEARNING MAP APPLICATION**

**OPTION 2 - ASSESSMENT APPLICATION**

**OPTION 3 - UNIFIED SOLUTION**

**The following information shall be addressed in the Vendor’s RFP submission, explaining how the Vendor meets and/or exceeds the RFP requirement or needs of NIU, according to the section and numeric notations as listed in this RFP document and in the order given in the RFP. Vendors, please do not deviate from the corresponding numeric notations, and make sure each of your responses references and corresponds to each numeric indicator under the section. A 3-ring binder is preferred for the submittal of your proposal(s). Failure to provide written responses to all items under this section may result in rejection of a vendor’s proposal.**

1. The vendor must demonstrate a thorough understanding of the goals and objectives of ISLE, how the proposed application(s) will support those goals and objectives, and how the proposed application(s) will relate to, leverage, and be compatible with inBloom’s technology services and standards.
2. The vendor must describe its proposed approach to fulfilling the Base Scope requirements, as defined in Section 1.2 above. This section of the Vendor’s response must describe in detail the vendor’s approach for addressing the functional and technical requirements specified in Exhibit B, C, or D (as applicable), *and* the overall ISLE technical specifications in Exhibit E. The description of the vendor’s approach to the overall ISLE technical specifications in Exhibit E must demonstrate that the vendor complies with the Minimum Standard in Exhibit F.
3. The vendor must describe its proposed approach to fulfilling the following Extended Scope requirements:
   1. Fully deploying software and services for the proposed application(s) to Illinois school districts other than the RTTT Districts, potentially to all school districts in the State of Illinois; and
   2. Providing training and professional development on the use of the proposed application(s) beyond the user guides and web-based training videos described in requirement 10 below.
4. The vendor must demonstrate its ability to work collaboratively with the entire ISLE development team as further described in the ISLE Development Plan. The vendor is expected to assume a role as a key partner in the overall ISLE development and deployment effort. As a result, project team staff will need to be able to attend meetings in Chicago, DeKalb, Champaign-Urbana, Bloomington, and Springfield, Illinois.
5. The vendor must demonstrate its ability to undertake project management, coordination, issue tracking, escalation, and resolution for all work streams associated with deployment of the proposed application(s).
6. The vendor must establish a plan and demonstrated ability to obtain intended user feedback into the deployment process for the proposed application(s). Specifically, in coordination with the University and other ISLE partners, the vendor must schedule and administer multiple sessions to engage and obtain input from Illinois teachers and principals into the development of each application proposed by the vendor. The vendor will prioritize for engagement teachers and principals from RTTTT Districts.
7. The vendor must participate in a joint branding and marketing effort for the proposed application(s) with the ISLE partners.
8. The vendor must specify whether the software and intellectual property associated with the proposed application(s) are being licensed to the University for the ISLE project or developed as “work made for hire”. If licensed, the software license obtained by the University during the initial contract award term must be renewable for no additional cost up through the date that is five years from contract award, in accordance with guidelines applicable to the use of capital funds for the ISLE project.
9. The vendor must describe its proposed approach to software releases, patches, and upgrades as needed to support ISLE’s release schedule and continued deployment.
10. The vendor must describe its proposed approach to developing user guides and web-based training videos to support utilization of the proposed application(s) by intended users.
11. The vendor must describe a proposed approach to capturing, analyzing, and reporting application usage data.
12. The vendor must describe a proposed approach to the set up and testing of a help desk, with integrated support/ticket tracking processes across Tier 2 to Tier 3 level support for the proposed application(s). Tier 1 support will be provided through a centralized ISLE help desk.

Vendor’s services do not include:

1. Deploying the portal system architecture or integrated SSO services associated with the proposed application(s). These services will be provided by NCSA on behalf of the ISLE project.
2. Hosting of the development or production environment for the proposed application(s). The NCSA and IlliniCloud will provide all development and production environment hosting services. The vendor may propose to host the development or production environment for the proposed application(s) if it can demonstrate such hosting is cost-effective and advantageous to the overall ISLE project.

The Proposed Solution section may not exceed 35 pages in length.

Click here to enter text.

1.4. MILESTONES, DELIVERABLES, AND PHASES:

The desired timeline for the design and deployment of both applications is as follows:

Vendor selected: August 1, 2013

Detailed project plan, technical specifications, and application prototype due September 15, 2013

Pilot release in District 87, Unit 5 or another selected pilot district November 15, 2013

Initial release to all RTTT Districts\* January 31, 2014

\* Sufficient to permit piloting at some schools in each district, initial training

Full deployment for all RTTT Districts May 30, 2014 – June 30, 2016

As shown above, the initial phase of the vendor’s services (through September 15, 2013) will consist of requirements discovery, project planning, technical specification development, and developing a prototype of the application(s) to serve as a proof of concept. The University, in consultation with the ISLE partners, must authorize services beyond this initial phase.

**A section of the Vendor’s proposal, labeled “Milestone and Deliverable Schedule,” must detail the vendor’s proposed milestone and deliverable schedule for the relevant option. The Vendor’s milestone and deliverable schedule must be consistent with, but more detailed than, the timeline set forth above.**

-

1.5. VENDOR / STAFF SPECIFICATIONS: The Vendor’s proposal must: (A) demonstrate the Vendor’s experience successfully deploying applications and services similar to the application(s) proposed by the Vendor for state education agencies or school districts; and (B) describe the the qualifications and abilities of personnel proposed to be assigned to perform the services. **This information must be included in a section of the Vendor’s proposal labeled “Vendor Experience and Staff Qualifications.”**

-

1.6. TRANSPORTATION AND DELIVERY TERMS: Not Applicable

-

## 1.7. SUBCONTRACTING

1.7.1 Subcontracting is 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 FF - Subcontractor Disclosure.

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 80%.

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: Click here to enter text.

Value of services performed at this location if location is not specified in this Section: Click here to enter text.

## 1.9 TERM

1.9.1. This contract has an initial term through June 30, 2016. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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 six (1 year) additional terms, through June 30, 2022. Please note that the University reserves the right to renew under the conditions of 1.10.3 below.

**Provide renewal option information under Section 2 Pricing. Vendors Please Note:** You must provide renewal year pricing information with your original RFP response if you wish to be considered for any renewal option(s) that may be extended to your company in the event that you are an award recipient of this RFP. In your RFP submission, **i**f you fail to provide pricing information now and herein in your RFP response for the requested Renewal Option periods specified (see Pricing Pages below), then any contract awarded to your firm will be limited to only the Initial Term, and cannot include any renewal options. ***.***

1.10.2 Any renewal is subject to the same terms and conditions as the original contract except as 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 neither 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. **NOT APPLICABLE**

**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.

2.1.2 Pricing shall be submitted in the following format: **See Exhibit H, Pricing Format.**

**(see Exhibits in separate PDF file)**

2.2 TYPE OF PRICING: Pricing under this contract is Choose an item. **Not** **to exceed**

2.3 EXPENSES ALLOWED: Expenses  are not allowed  are allowed as follows: Services during a renewal term may be priced on a hourly basis plus expenses at agreed upon rates, not to exceed an agreed upon amount.

2.4 DISCOUNT: The University may receive a N/A % discount for payment within N/A 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: **Attach using the Pricing Format in Exhibit H**

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: Pricing for each renewal term will be determined as each renewal option is exercised, based upon available funding. In accordance with the Pricing Format set forth on Exhibit H to this RFP, Vendor must describe its general anticipated approach to pricing during any renewal term (e.g., per site license, time and materials, etc.) *and* a not-to-exceed amount for the entire renewal term from July 1, 2016 to June 30, 2022. The not-to-exceed amount should be based on the assumption that the University will have available funding for full statewide deployment to all Illinois school districts during the renewal term. **VENDORS PLEASE NOTE: In your RFP submission, if you fail to provide pricing information now and herein in your RFP response for the requested Renewal Option periods specified below, then any contract awarded to your firm will be limited to only the initial term and cannot include any renewal options. Also, any Renewal Year/Renewal Option cost increase shall be allowed only at the time the option to renew the award is exercised.**

2.6.2.2 Offeror’s Price for Renewal(s): Attach using the Pricing Format in Exhibit H

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

# ATTACHMENT AA - 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 opening date (775 ILCS 5/2-101). If the University cannot confirm compliance, it will not be able to consider a Vendor’s bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Click here to enter text..

(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).

**2.** IDHR Public Contracts Number: Click here to enter text. Expiration Date: Click here to enter text.. (Valid numbers beigin 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: Click here to enter text.

**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 Illinois Department of Human Rights’ website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).

Mail:

Illinois Department of Human Rights

Public Contracts Unit

100 West Randolph Street, Suite 10-100

Chicago, IL 60601

# ATTACHMENT BB - STANDARD TERMS AND CONDITIONS

**1. RESULTING CONTRACT/MASTER AGREEMENT**: The Proposal material submitted in response to the Request for Proposal became the property of the University upon receipt and may be appended to the resulting contract. In the event of any conflict, inconsistency or dispute, the resulting contract language shall take precedence over the Request for Proposal or the Contractor’s Proposal. The Request for Proposal and Contractor’s Proposal shall be relevant only in the event the resulting contract language is unclear.

**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:** 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. If applicable, 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 (IF APPLICABLE):** Certain services require vendors to pay prevailing wage rates. As a condition of receiving payment Vendor must (i) be in compliance with the contract; (ii) pay its employees prevailing wages in the locality in which the work is to be performed ; (iii) pay its suppliers and subcontractors according to the terms of their respective contracts; and (iv) provide lien waivers to the University upon request. The prevailing rate of wages are revised by the 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 CC for Supplemental Provisions.

**2.5 FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in an amendment to this contract.

**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.

Send invoices to: Mary Strub; NIU Center for Governmental Studies; Monat Building; DeKalb, IL 60115-2828

**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. RIGHT TO AUDIT:** NIU reserves the right to audit all records at any time during the contract period and for five years following the termination of the contract.

**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. **NOT APPLICABLE**

**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. **NOT APPLICABLE**

**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. **NOT APPLICABLE**

**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. **NOT APPLICABLE**

**12. INSURANCE (if applicable):** **NOT APPLICABLE**

The Contractor/Bidder (Vendor) shall secure and pay for and maintain throughout the terms of the contract/purchase order awarded hereunder, such minimum insurance coverage as required by the Owner (NIU). **The award winning vendor shall provide NIU Procurement Services with a “Certificate of Insurance” which shall identify the project and which shall identify “additional insureds” on the Certificate, as follows:** **Named insureds shall read as *“NIU, the Board of Trustees of Northern Illinois University, and its representatives, officers, agents and employees”***, and the Contractor/Bidder (Vendor). Coverage shall be for claims under the Worker’s Compensation Act including occupational diseases and employer’s liability coverage, the Illinois Structural Work Law, and for claims for damage for property or bodily injury, including death, which may arise from operations under this contract/purchase order, whether such operations be by the Contractor/Bidder (Vendor) or any subcontractors or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual/purchase-order obligations which the Contractor/Bidder (Vendor) has assumed.

**Before proceeding with any work, the Contractor/Bidder (Vendor) shall furnish to the Office of Procurement Services a “Certificate of Insurance” and the owner’s protective policy.** The Contractor/Bidder (Vendor) shall keep such insurance in force until final acceptance of the Work by the Owner (NIU), and shall furnish to the Owner such additional Certificates of Insurance as are necessary to evidence completed operations coverage for the limits of liability required below in effect for the greater of one year after final acceptance of the Work or the guarantee period in the specifications. The required insurance shall be modifiable or cancelable only on written notice by registered or certified mail from the insurance companies, mailed to: Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115, ten days in advance of modification or cancellation.

The required insurance coverage and minimum limits of liability are set forth below:

**INSURANCE COVERAGE**

**Coverage** **Minimum Amount**

1. Worker’s Compensation and

Occupational Diseases Statutory Limits

2. Employer’s Liability $500,000 each accident

3. Comprehensive General Liability:

Bodily Injury and Combined limits of $1,000,000 per occurrence

Property Damage $2,000,000 project aggregate

$2,000,000 product aggregate

Commercial general liability shall include product and completed operations liability, contractual liability and personal and advertising injury.

Commercial general liability limits of liability shall apply on a “Per Project” basis. The Certificate of Insurance for the Contractor’s commercial general liability policy shall specifically refer to the name of the project and state that the limits of liability apply on a “Per Project” basis.

4. Commercial Automobile

Liability including owned,

non-owned and hired vehicles

Bodily Injury and $1,000,000 combined single limit

Property Damage

The insurance shall be executed by insurance companies approved by the University.

**Note: The “Certificate of Insurance” is required from the successful vendor within ten days after receipt of a purchase order. *Mail to:* Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115.**

**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. 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.

**16. 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.

-

**17. 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)).

**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. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to a 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. Notices shall be sent to the the contact indicated below. 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.

Notices shall be sent to: -

Rebecca May

Northern Illinois University

Procurement Services

Lowden Hall 107

DeKalb, IL 60115

--with a copy to Gayle Rosenwinkel at the same address.  **(Note: Vendor must reference NIU’s RFP Number, Title, and RFP Opening Date in all communications and notices.)**

**21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the University’s and the Vendor’s terms, conditions and attachments, the University’s terms, conditions and attachments shall prevail.

**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. 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.

**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.

**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. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

# ATTACHMENT CC - SUPPLEMENTAL PROVISIONS

## 1. University Supplemental Provisions:

University Definitions

**Not applicable**

Required Federal Clauses, Certifications and Assurances

**Not applicable**

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

**Not applicable**

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

**Not applicable**

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>).

**Not applicable**

University Specific Terms and Conditions

**See Exhibit I**

Other (describe)

**Not applicable**

## 2. Vendor Supplemental Provisions

Vendor Supplemental Provisions (This is supplemental information that supports a vendor’s proposal or, for example, 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 II).

Click here to enter text.

# ATTACHMENT DD - SUBCONTRACTORS

**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: Click here to enter text.

Business Enterprise Program (BEP) Certification # (if applicable): Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of work: Click here to enter text.

Subcontractor Name: Click here to enter text.

Business Enterprise Program (BEP) Certification # (if applicable): Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of Work: Click here to enter text.

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

# ATTACHMENT EE - STANDARD 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:
2. the contract may be void by operation of law,
3. the Chief Procurement Officer may void the contract, and
4. 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.

1. 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.
2. **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.
3. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.
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 on violating the prohibition on providing assistance to the State by reviewing, drafting, directing or preparing solicitation or similar documents for the State. 30 ILCS 500/50-10.5e.
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

18.1 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

18.2 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
8. **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.
9. 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.

or

Vendor has registered and **has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.**

1. 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.

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

Click here to enter text.

1. 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.
2. 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.epls.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.
3. 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.

32. **Illinois Department of Human Rights (DHR) Public Contracts Number:** If Vendor has employed fifteen (15) or more full-time employees at any time during the term of this contract, then Vendor must have a current Public Contract Number or have proof of having submitted a completed application. If IPHEC cannot confirm compliance, it will not be able to consider the renewal offer. Please complete the appropriate sections below.

Name of Company (and D/B/A):

DHR Public Contracts Number:

Date of Expiration:

\_\_\_\_ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the renewal period.

33. Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:

Individual Real Estate Agent

Sole Proprietorship Governmental Entity

Partnership Tax Exempt Organization

Corporation [IRC 501 (a) only]

Not-for-profit Corporation Trust or Estate

Medical and Health Care Services Provider Corporation

**Taxpayer Identification Number (TIN):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

34. Vendor agrees that this Contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name:

Address:

Telephone number:

Signature:

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

5/16/13-NIU

# ATTACHMENT FF - 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 not 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:

Vendor

Vendor’s Parent Entity(ies) (100% ownership)

Subcontractor(s) >$50,000

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

|  |  |
| --- | --- |
| Project Name and Reference # | Click here to enter text. |
| Vendor Name | Click here to enter text. |
| Doing Business As (DBA) | Click here to enter text. |
| Parent Entity | Click here to enter text. |
| Subcontractor | Click here to enter text. |
| Instrument of Ownership or Beneficial Interest | Choose an item.  If you selected Other, please describe: Click here to enter text. |

**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.  I will 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.  I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A.  I will 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.  I will 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.  I will 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.  I will 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.  I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and I will skip to Step 3.

Option 5 – Not-for-Profit Entities

I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

I will 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 4A. in Step 1, provide the name and address of each individual and 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 |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |

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 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 |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
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| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |

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 |
| Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. |
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| Click here to enter text. | Click here to enter text. |
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**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 or other agent 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 the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

|  |  |  |
| --- | --- | --- |
| Name | Address | Relationship to Disclosing Entity |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State/University contract: Click here to enter text.

**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: Click here to enter text.

|  |  |
| --- | --- |
| 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: Click here to enter text.

|  |  |
| --- | --- |
| * 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 through Step 2 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: Click here to enter text.

|  |  |
| --- | --- |
| 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. Click here to enter text.

**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 # |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |

Please explain the procurement relationship: Click here to enter text.

**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 bidder or 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: Click here to enter text.

Signature: Date: Click here to enter text.

Printed Name: Click here to enter text.

Title: Click here to enter text.

Phone Number: Click here to enter text.

Email Address: Click here to enter text.

# ATTACHMENT GG - BUSINESS INFORMATION

1. Name of Business (official name and DBA)

Click here to enter text.

1. Business Headquarters (address, phone and fax)

Click here to enter text.

Click here to enter text.

Click here to enter text.

1. If a Division or Subsidiary of another organization provide the name and address of the parent

Click here to enter text.

1. Billing Address

Click here to enter text.

Click here to enter text.

1. Name of Chief Executive Officer

Click here to enter text.

1. Vendor Contact (name, title, address, phone, toll-free number, fax, and e-mail)

Click here to enter text. Click here to enter text.

Click here to enter text. Click here to enter text.

Click here to enter text. Click here to enter text.

1. Company Web Site Address

Click here to enter text.

1. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below

Click here to enter text.

1. Length of time in business

Click here to enter text.

1. Annual Sales for Vendor’s most recently completed fiscal year

Click here to enter text.

1. Show number of full-time employees, on average, during the most recent fiscal year

Click here to enter text.

1. Is your company at least 51% owned and controlled by individuals in one of the following categories?  If “Yes,” please check the category that applies:

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

Female (30 ILCS 575/2(A)(2) & (4))  Yes

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

Disadvantaged (49 CFR 6)  Yes

Veteran (30 ILCS 500/45-57)  Yes

Small Business (30 ILCS 500/45-45)  Yes

# ATTACHMENT HH - REFERENCES

Provide references 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.

Type of References: Click here to enter text.

Number of Each Reference Type: Click here to enter text.

1. Firm/Government/ University (name): Click here to enter text.

Contact Person Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

2. Firm/Government/ University (name): Click here to enter text.

Contact Person Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

3. Firm/Government/University (name): Click here to enter text.

Contact Person Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

4. Firm/Government/University (name): Click here to enter text.

Contact Person Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

# ATTACHMENT II - VENDOR EXCEPTIONS

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.

Click here to enter text. agrees with the terms and conditions set forth in the Request for Proposal #BJM140342, 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 JJ

## FUEL SURCHARGES

Any possible application of fuel surcharges must be acknowledged and indicated in your bid/proposal response in order to be considered for payment by the University at the time of invoicing. **If the application of a fuel surcharge is not indicated in your bid/proposal response, the University will not honor nor pay (nor be liable to pay) any fuel surcharges appearing on invoices.**

# Will any fuel surcharges apply to bid/proposal-related invoices?

# Yes \_\_\_\_\_\_ No \_\_\_\_\_\_

# PROCUREMENT OF DOMESTIC PRODUCTS ACT PA 93-0954

In compliance with Public Act 93-0954 Procurement of Domestic Products Act, please **check the statement below that applies** to the articles you are offering in this bid/proposal. For the purposes of this question “manufactured in the United States” means in the case of assembled articles that final assembly occurred in the United States.

\_\_\_\_\_\_We certify that all offered articles were/will be manufactured in the United States.

We understand that, if we are awarded a contract based on a preference for US manufactured goods under the Procurement of Domestic Products Act (PA 93-0954), this certification will become part of the contract, and, if we knowingly supply non-US manufactured goods, we will be subject to penalties that include debarment for 5 years, voiding of the contract, and civil damages.

\_\_\_\_\_\_We are unable to certify that all offered articles were/will be manufactured in the United States.

**ATTACHMENT KK**

See W-9 Form (Request for Taxpayer Identification Number and Certification)

attached as a separate pdf file to this RFP advertisement.

**VENDOR: Please complete W-9 and include with your response.**