



Illinois Public Higher Education Cooperative (IPHEC)

REQUEST FOR PROPOSALS No. 1RMM907

Contract Management Software System

IPHEC COMMODITY CODE: O-3

PROJECT DESCRIPTION: The Board of Trustees of the University of Illinois (hereinafter, "the University") on behalf of the Illinois Public Higher Education Cooperative (hereinafter, "IPHEC") is seeking proposals from qualified firms ("Respondents") to provide a comprehensive electronic proposal development and contract management and tracking system for a four (4) year period beginning November 2008 through October 2011 with the option to renew for three (3) two-year periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds. Respondents should be aware that the goal of this system is to facilitate workflow and information accessibility across University systems. The services requested will be utilized by participating IPHEC members throughout Illinois. ***A word formatted copy of this RFP can be obtained by contacting Rosey Murton at rmurton@uillinois.edu.***

DUE DATE & TIME: July 31, 2008, 3:00 P.M.

RFP CONTACT: Rosey Murton, University of Illinois, (217) 333-5049 (rmurton@uillinois.edu)

NUMBER OF COPIES: Submit one (1) original copy and six (6) copies with CD ROM.

DELIVERY ADDRESS: University of Illinois at Urbana Champaign
Strategic Procurement
Tech Plaza, Suite 213
616 East Green Street
Champaign, IL 61820

OFFER FIRM TIME: One Hundred and Twenty (120) Days

The Illinois Public Higher Education Cooperative (IPHEC), an association, is an agent for preparing specifications, advertising, receiving, opening, tabulating and evaluating competitive proposals on behalf of the respective Boards of Trustees of Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University, Southern Illinois University, the University of Illinois, and Western Illinois University, hereafter referred to as the "Governing Boards". The terms "participating Universities" and "member institutions" refer to the various institutions or campuses under the jurisdiction of the Governing Boards.

The Cooperative, as an agent for or on behalf of the Governing Boards, will receive Sealed Request for Proposals (RFP) at the Illinois Public University Purchasing Office shown above for the commodities and/or services indicated. The Cooperative will also evaluate the RFP responses received and recommend for award to the Governing Boards. Each Governing Board will prepare the recommendation for award for its portion of the collective RFP in accordance with its established procedures. Individual orders against any resultant awards will be issued and administered by the participating Universities' Purchasing Division.

Note: THIS IS NOT A PURCHASE ORDER. Use this form to execute and submit your RFP response. Return your RFP to the address shown above before the date and time shown on this Request for Proposal. The Cooperative, as an agent for and on behalf of the Governing Boards, will evaluate the RFP responses received and recommend awards to the Governing Boards. Each Governing Board will prepare the recommendation for award for its portion of the collective RFP in accordance with its established procedures. Individual orders against any resultant awards will be issued and administered by the member institution's Purchasing Division.

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1. INTRODUCTION

1.1 Overview /Objectives

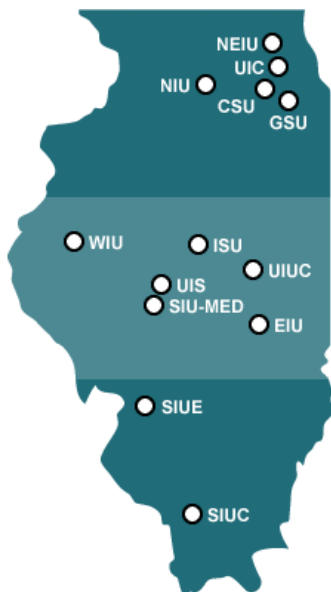
This Request for Proposal is to provide a comprehensive contract management software program that will provide a central repository for all contract information and must also serve as a University-wide management and communication tool. The system is expected to fulfill the following functional requirements:

- Proposal preparation
- Internal proposal approval routing
- Real-time workflow reports and monitoring for University staff
- Maintain information about proposal and award processing status
- Collection of award information
- Collection of and access to decision support data related to sponsored projects
- Central repository for all information related to University contracts
- Contract management on an on-going basis

Respondents should be aware that the goal of this system is to facilitate workflow and information accessibility across University systems.

1.2 IPHEC Member Institutions

The Illinois Public Higher Education Cooperative (IPHEC) was formed to consolidate common requirements for various state universities on one bid with subsequent orders being placed by each individual university for the contract period. The thirteen Illinois public universities participate in the Cooperative. One university initiates and receives bids on the consolidated requirement of a particular commodity. Upon determination of the lowest bid, IPHEC member universities each establish individual contracts with the selected respondent for the commodity and orders are issued accordingly.



NORTH

Chicago State University (CSU)
Governors State University (GSU)
Northeastern Illinois University (NEIU)
Northern Illinois University (NIU)
University of Illinois at Chicago (UIC)

CENTRAL

Eastern Illinois University
Illinois State University
Southern Illinois University School of Medicine
University of Illinois at Springfield
University of Illinois at Urbana-Champaign
Western Illinois University

SOUTH

Southern Illinois University Carbondale
Southern Illinois University Edwardsville

2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Respondents should be aware that the goal of this system is to facilitate workflow and information accessibility across University systems. To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. Respondents are encouraged to identify and propose additional features that may enhance the system that are not included in bid. Preference may be given to respondent's system that can meet the broadest capabilities. All information submitted must be noted in the same sequence as its appearance in this RFP. Only graphical figures such as system architecture schematics and other graphical representations may appear at the end of the responses and they must be clearly numbered and referenced in the text of the response. It is not the responsibility of the IPHEC RFP evaluation team to search through the RFP response or long appendices to locate relevant information that may answer the questions listed below.

TERMINOLOGY USED IN RESPONDENT PROPOSAL

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms used in this document, and define any terms or conditions that require further clarification.

General terminology used throughout this document includes the following:

- "University," is defined as "Participating IPHEC University."
- "Respondent," is defined as "any respondent that submits a bid in response to this proposal."
- "Finalist," is defined as "a respondent that has progressed to Phase 4 of the evaluation process."
- "Successful Respondent," is defined as "the Respondent whose proposal has been accepted by the University."
- "Staff," is defined as University personnel who are part of the contract document process.
- "Users" is defined as all users of the system including University and respondent staff.
- Terminology referring to information transfer and transfer of documents includes the following:
 - "Hard copy" or "paper copy," is defined as "a document submitted on paper."
 - "Wet signature" is defined as an official signature written on a hard copy document.
 - "Electronic version" we mean "an electronic document submitted via email or email attachment."

TECHNICAL SPECIFICATION INSTRUCTIONS

The specifications outlined in this section and the Respondent's response to it will be incorporated into the final Contract. Respondents should provide a response based on the following technical specifications and requirements:

The successful Respondent must provide software that automates the contract document process, meeting the functional and technical criteria outlined below. At a minimum, IPHEC will consider Respondent solutions that provide an off-the-shelf system capable of managing the entire contract document process. This system would not only provide the form control functionality but also must meet the criteria outlined in Section 2.1 – Contract Document Management System. The Respondents solution must also contain an off-the-shelf form control tool that that will allow the University to place sufficient controls on the contract document language to ensure that only designated sections of the contract document can be modified by users of the system.

Below are the functional criteria as identified by the University. The recommended software must meet those items marked as requirements. Failure to do so is grounds for disqualification. The other criteria, although not strict requirements of the product, are nonetheless important. The respondent should make every effort to satisfy them. All criteria must be addressed. The respondent must confirm their ability to satisfy each component with a proven product as it exists as of the opening of this RFP. If modifications/enhancements must

be made to make the proposed solution meet our requirements, that must be indicated in your response and also reflected in the pricing document. The University will review the responses to determine which one offers the most comprehensive solution that adheres to the stated requirements and desirables listed.

RFP respondent responses must be clearly delimited from the RFP questions they relate to by some type of formatting. Respondents must provide a clear description of the product(s) and technical support proposed by your firm. Descriptions should be cross-referenced to the section and sub-section headers contained in this section. Respondents must submit the following information for their firm and for any subcontractors that the Respondent plans to utilize for the delivery of technical support. Lines, boxes, shading, or other delineation should be used and used consistently through the RFP response document. Use of "screen shots" or "web pages" is acceptable and desired if used judiciously and in context. RFP answers need to be placed "in-line" along with each question the response refers to in all except extreme cases where referral to an appendix or other document is required for a complete answer. Major reformatting of the RFP question and answer section will negatively affect the RFP evaluation. The reformatting or changing of the scripted scenarios provided to finalist respondents will affect the evaluation of the product. IPHEC reserves the right to refuse, reject, or devalue RFPs from respondents that are hard to read, understand, or gather response information from. The excessive use of RFP responses like "refer to attached marketing materials" or "see response to question x" may negatively affect respondent evaluation. The University reserves the right to determine what is excessive or poor RFP response formatting in this context without justification to the respondent or other regulatory or judicial body. The respondent agrees to this reservation by submitting the RFP. Answers that consist solely of references to marketing or documentation pages may be considered non-responsive.

A word formatted copy of this RFP can be obtained by contacting Rosey Murton atrmurton@uillinois.edu.

2.1 Contract Document Management System

The successful Respondent must submit a proposal for a complete contract document management system. This system must satisfy the functional and technical criteria as outlined below. The system must enable enterprise wide dissemination of the University's contract documents while maintaining central control.

Respondents must identify and clearly explain the following basic information:

1. Provide recommended minimum equipment requirements and configurations to support the proposed solution for a full implementation proposal for concurrent users. Also, include hardware requirements for client workstations, as well as servers. If use of a higher level of equipment is recommended to provide increased functionality, response time, etc..., provide that information.
2. If you are recommending 3rd party components to fulfill this RFP, how is your product tested to insure changes to the 3rd party product integrate seamlessly with your product?
3. What is the response time of the system (i.e. how long will it take a user to navigate from screen to screen) and what minimum equipment assumptions is this estimate based on? What equipment upgrades will the system response time/speed?
4. Do the software licenses obtained from the Respondent include licenses for any underlying operating systems, databases, or other software components necessary to operate the issue tracking and/ or knowledge base systems? Identify each third-part provider and provide copies of any agreements the University will be required to sign. All associated costs must be reflected in Appendix I, the pricing proposal.

2.1.1 Functional Criteria

2.1.1.1 Access

- 2.1.1.1.1 REQUIRED - The contract document management system must be accessible from a web browser. Users should not need to load special software (other than a web browser) onto their workstation to access the system.

- 2.1.1.1.2 REQUIRED - The contract document management system must be able to be accessed by University staff and respondent staff regardless of physical location.
- 2.1.1.1.3 REQUIRED - The user logon will determine the user's access to data and functionality.
- 2.1.1.1.4 REQUIRED - Secure logons should be supported (e.g., HTTPS).

2.1.1.2 Integration/Interface

- 2.1.1.2.1 REQUIRED – The system must facilitate integration of the system with other University systems using standard JMS messaging techniques. Please describe general interfacing capabilities with other databases and applications, including the protocols utilized (e.g., ODBC, XML, JMS, etc.).
- 2.1.1.2.2 REQUIRED – The system must be able to capture requisitions and route them straight into the contract management system.
- 2.1.1.2.3 The system must be able to validate invoices and capture differential pricing information. Respondent should provide explanation of how this feature will work.
- 2.1.1.2.4 The system should be able to import basic project information from an external system using standard JMS messaging techniques.
- 2.1.1.2.5 Describe resources available to migrate the participating University's existing data files into your proposed solution. Provide sample project plans with responsibilities for tasks assigned.

2.1.1.3 Management/Reporting

- 2.1.1.3.1 REQUIRED - The tool should generate flexible, customizable and exportable (please specify export formats supported) reports for metrics, statistics, trend analysis, etc.
- 2.1.1.3.2 REQUIRED – The system must be able to provide a near real-time workflow status of contracts. For instance, supervisors should be able to log in and find out where a contract is in the approval process.
- 2.1.1.3.3 REQUIRED – The system must provide a report detailing the status of active contract documents by respondent classification (MAFBE, etc.), contract number, type, estimated dollar value, actual contract expenditures, campus and originating departments, contract term, number of renewal options and change orders.
- 2.1.1.3.4 REQUIRED – The system must provide an overview report of the status of all contract documents by respondent classification (MAFBE, etc.), contract number, type, estimated dollar value, actual contract expenditures, campus and originating departments, contract term, number of renewal options and change orders.
- 2.1.1.3.5 REQUIRED - If the reports can be modified and/or custom-written, please describe the tool used (e.g., Business Objects).
- 2.1.1.3.6 REQUIRED - The tool should automatically distribute the report(s) to a specific list of people.
- 2.1.1.3.7 REQUIRED - The system must allow Contract Administrators and End Users to view 180 day expiring reports. The system must be capable of sending notifications automatically via email, ftp, ssh, and/or other methods
- 2.1.1.3.8 REQUIRED – The system must provide the capability to maintain respondent performance and contract milestone/goal information for specific contracts.
- 2.1.1.3.9 REQUIRED – The tool should be able to alert users of PO/Contract award amount, PO/Contract limit and any respondent limit increases. It should also alert users when

the contract is over the award limit and allow users to enter PO/Contract releases before the services are performed to ensure that contract do not go over the PO/Contract award amount.

2.1.1.4 System/User Security

- 2.1.1.4.1 REQUIRED – The proposed system must have multilevel password based security scheme should be provided by the proposed system.
- 2.1.1.4.2 REQUIRED – Passwords for each employee should be possible.
- 2.1.1.4.3 REQUIRED – Security should be role-based, but allow exceptions to those roles by person.
- 2.1.1.4.4 REQUIRED – The proposed system should automatically keep a system access log.
- 2.1.1.4.5 REQUIRED – A log of FAILED password and other access attempts should be kept by the system.
- 2.1.1.4.6 REQUIRED – The proposed system's security function place no access rights, read only rights and edit rights on users.
- 2.1.1.4.7 REQUIRED – The proposed system provides its OWN security function.
- 2.1.1.4.8 REQUIRED – The proposed system's on-board security must integrate with the host network's security system.
- 2.1.1.4.9 REQUIRED – Multiple user security profiles must be created to control the access to all of the proposed system's features and functions enjoyed by different groups of users.
- 2.1.1.4.10 REQUIRED – The proposed system must enable the creation of a security profile controlling a user's ability to view ALL contracts, view only specific contracts and view a user's own department contracts.
- 2.1.1.4.11 REQUIRED – The proposed software must establish levels of access privileges including individual level, role (position) and group level.
- 2.1.1.4.12 REQUIRED – The proposed system must provide default user group settings to help speed up initial system implementation.
- 2.1.1.4.13 REQUIRED – The proposed system must provide object level security.
- 2.1.1.4.14 REQUIRED – When using the proposed system, process participants must be able to see only what their security privileges enable them to see (participants see only what they need to perform their activities).
- 2.1.1.4.15 REQUIRED – The proposed system provides the ability to lock and hide specific data fields.

2.1.1.5 Functional Criteria

- 2.1.1.5.1 REQUIRED – The system must contain a repository of University defined contract document templates. These document templates are currently maintained in Microsoft Word and published as PDF documents.
- 2.1.1.5.2 REQUIRED – The system must allow the assignment of any or all contract document templates to a specific project.
- 2.1.1.5.3 REQUIRED – The system must allow for versioning of the contract document templates such that contract documents already in process or completed aren't modified to the format of the new contract document template.

- 2.1.1.5.4 REQUIRED – The system must include version control functionality to provide a complete history of all changes to the contract documents.
- 2.1.1.5.5 REQUIRED – The system must capture specific contract information including the start and end date of a contract, any renewal options, procurement type, respondent information , the original contract award amount and changes to the contracts and resulting purchase orders.
- 2.1.1.5.6 REQUIRED – The contract document templates must contain editable regions and non-editable regions. Administrators should have the capability of overwriting templates if necessary.
- 2.1.1.5.7 REQUIRED – The system must contain a user role that allows those users the ability to modify the editable regions of the contract documents assigned to a project to which they are authorized.
- 2.1.1.5.8 REQUIRED – The system must contain a user role that allows those users the ability to modify both the editable and non-editable regions of the contract documents assigned to a project to which they are authorized.
- 2.1.1.5.9 REQUIRED – The system must contain a process that allows a completed contract document or group of contract documents to be submitted for review and approval.
- 2.1.1.5.10 REQUIRED – The system must contain a user role that allows users the ability to approve a contract document.
- 2.1.1.5.11 REQUIRED – The system must produce a hard copy version of the approved contract document that meets the quality guidelines of the University. This includes but is not limited to the use of rich text formatting in both controlled and free filled sections of the document, the elimination of excess white space, and customized headers and footers.
- 2.1.1.5.12 REQUIRED – The system must not be implemented in a way that would prevent the implementation of document imaging functionality.
- 2.1.1.5.13 REQUIRED - The system must not be implemented in a way that would prevent the potential future implementation of electronic signature functionality.

2.1.2 Technical Criteria

- 2.1.2.1 REQUIRED - The University has its own authentication/authorization server but may also want to use the systems' security features. Describe the security capabilities of the system. Please describe the systems security as well as its ability to integrate with an authentication server (e.g., Kerberos) or directory server (e.g., LDAP).
- 2.1.2.2 REQUIRED – The system must be able to be implemented on the participating University's preferred technology platform. Preference may be given to the respondent who best demonstrates the ability to interface with existing systems within a higher education environment. As an example, this platform could consist of J2EE application servers operating on Linux application servers accessing an Oracle database.
- 2.1.2.3 REQUIRED - List which web browsers (include version numbers) are supported.
- 2.1.2.4 REQUIRED - Performance must not negatively impact the user experience. Please describe performance benchmarks that you have run, the hardware and software configurations used in the benchmark, and the results from those tests.
- 2.1.2.5 The product needs to have the ability for 24x7 availability. Please describe your approach to availability and maintenance.

- 2.1.2.6 To what extent does your contract document management tool meet these requirements “out of the box?” To what extent do we need to customize? How is customization achieved (e.g., drag-and-drop build, scripting languages, external programming languages, third party software, etc.)?
 - 2.1.2.7 Please describe the administrative and monitoring functionality that comes with the system.
 - 2.1.2.8 Describe your product's run-time architecture. Please describe both a centralized system and a decentralized (three-node minimum) system. Descriptions should include location of server(s) and knowledge base(s), location of backup hardware and software, and protocols (e.g., TCP/IP, HTTP, NetBIOS, etc.) utilized for inter-nodal communication and synchronization.
 - 2.1.2.9 Describe the typical training time required for developers, system and database administrators and for users? Please also describe any training that you provide.
- 2.1.3 Form Control Tool

The form control tool must satisfy the following functional and technical criteria:

- 2.1.3.1 REQUIRED - The tool must allow the University to place sufficient controls on the standard University contract language within the contract documents to prevent modification of that language without the knowledge and consent of the University.
- 2.1.3.2 REQUIRED - The tool must produce a hard copy version of the approved contract document that meets the quality guidelines of the University. This includes but is not limited to the use of rich text formatting in both controlled and free filled sections of the document, the elimination of excess white space, and customized headers and footers.
- 2.1.3.3 REQUIRED - The tool must allow data entry within specified area of contract documents to be completed by either University staff and/or staff from the external respondent.
- 2.1.3.1 REQUIRED – the tool must be able to be implemented on the preferred University technology platform which consists of J2EE applications operating on Linux application servers accessing an Oracle database.

2.2 Technical Support

The successful Respondent must provide technical support throughout the implementation and operations of the form control tool or contract document management system.

2.2.1 Implementation Support

- 2.2.1.1 Describe in detail what types and levels of implementation support services are available – e.g., telephone, onsite, etc.
- 2.2.1.2 Define services explicitly not covered by implementation support services.
- 2.2.1.3 Describe the expected implementation time frame. Is implementation support restricted to some maximum period of time?
- 2.2.1.4 Is implementation support available at multiple sites if the form control tool or contract document management system is installed at multiple locations?
- 2.2.1.5 Describe any prerequisites incumbent upon the University prior to the acquisition of implementation support – e.g., administrator training, required certifications, etc.
- 2.2.1.6 Describe how determination is made that the products are fully and successfully implemented and that the agreement for implementation support has been entirely fulfilled.

2.2.2 Operational Support

- 2.2.2.1 Describe types and levels of operational support services available.
- 2.2.2.2 Describe the availability of telephone support; which hours on which days.
- 2.2.2.3 If applicable, describe whether after hours support is available and define the fee structure (hourly rate, per incident charge, etc.).
- 2.2.2.4 Is your telephone support phone number toll-free?
- 2.2.2.5 Describe your telephone support service level agreements with your customers. How quickly will you return a telephone call?
- 2.2.2.6 Describe support services available via an Internet web site. Does your Internet support service include access to a knowledgebase of customer questions and solutions? Can support calls be initiated from your web site?
- 2.2.2.7 If applicable, describe your Internet support service level agreements with your customers. How quickly will you respond to a request for service initiated via your web site?
- 2.2.2.8 Describe the availability of onsite support. Under what circumstances can the University request onsite support? Under what circumstances, if any, will your company escalate a service call to onsite support?
- 2.2.2.9 If applicable, describe your onsite support service level agreements with your customers. How soon will your technician be available at our site?
- 2.2.2.10 What percentage of your service calls is resolved on first contact?
- 2.2.2.11 Under what circumstances are questions/issues escalated to a higher level of support? Can the University request that an incident be escalated to a higher level of support?

2.3 Software Maintenance and Terms

- 2.3.1 Software Maintenance Agreement. Describe the benefits to which the University is entitled when it purchases a software maintenance agreement for your company's products. **INCLUDE THE APPLICABLE MAINTENANCE AGREEMENT TERMS WITH YOUR RESPONSE.**

- 2.3.2 Product Updates. Describe the strategy used by your firm to update products to new versions and how updates are made available to clients. Describe the frequency at which updates are provided and methods to communicate the availability of product updates. Describe the effect of updates upon customized screens, web pages, database fields, etc. that may have been implemented by the University.
- 2.3.3 Term of Maintenance Agreement. Describe the term of software maintenance support available (annual, semi-annual, monthly, etc.).
- 2.3.4 Manner of Payment. Describe the manner in which payment is made for software maintenance – e.g. prepaid, regular payments throughout term of contract, etc.
- 2.3.5 Termination of Maintenance on Products. Describe your firm's approach to terminating or discontinuing the availability of software maintenance on products. Describe the amount of notice provided to the University when maintenance will be discontinued. Describe the process by which the University will learn about software maintenance being discontinued on specific products.
- 2.3.6 Interruption and Expiration. Describe any consequences or fees, reinstatement or other, which may be incurred by the University in the event that the software support agreement is interrupted by expiration and the University decides to purchase another term of support.

2.4 Upgrades, Additions and Expiration Terms

- 2.4.1 Tool Upgrades. Describe the upgrade strategy used by your firm to upgrade tools and make upgrades available to clients. Explain any migration tools or migration paths that you provide. Describe the frequency at which upgrades are provided, pricing policy, and methods to communicate the availability of software upgrades.
- 2.4.2 New Product Release in Series. The selected respondent will provide the IPHEC participating Universities any new software products as part of the contract, provided software is in a series included in the contract. Describe the process by which the University will learn about new software modules in a covered series being released for acquisition under the contract.
- 2.4.3 Termination of Products. Describe your firm's approach to terminating or discontinuing the availability of products. Describe the amount of notice provided to clients when products or product support will be dropped. Describe the process by which the University will learn about products or services being considered for termination by the Respondent.

2.5. Licensing

- 2.5.1 License Terms. Describe the various licenses that would be required to run your software. Indicate the requirements for server licenses, client licenses, and any distinction between per-seat, individual, and/or concurrent connection licenses. Describe which operations can be performed with any client license that is more restrictive than a full-access license. Are licenses required for servers or other components whose only purpose is to provide fail-over capabilities? Are licenses required for mirrored servers or software (if that is the method employed for fault-tolerance assurance)? SEND THE APPLICABLE LICENSE AGREEMENT WITH YOUR RESPONSE.
- 2.5.2 License Duration. Are licenses purchased or leased? Will the University have the right to run the software at the version level extant when the license was obtained in perpetuity? Or are yearly renewals of the license(s) necessary?
- 2.5.3. Third Party Licenses. Do the software licenses obtained from the Respondent include licenses for any underlying operating systems, databases, or other software components necessary to operate the issue tracking and/ or knowledge base systems?

2.6 Business Continuity

Provide details of your company's business continuity plan, which includes long term and transition plans that will assure the participating University(ies) continued use and security of the proposed solution.

2.7 Source Code/Escrow

Upon an award to the respondent, the participating University(ies) prefer to receive access to and the right to use the source code of all applications required to insure continued use of the proposed solution. If the source code cannot be provided, the participating University(ies) may require escrow of the solution. If so desired, within thirty (30) days following the execution of the contract, the respondent shall either provide source code release version of the solution and all associated file/record layouts, manuals, and documentation to the participating University(ies), or establish and place in escrow a complete copy of the current source code version of the solution and all associated manuals, proprietary or otherwise, which are essential to support the solution provided by this agreement.

The participating University(ies) shall be a party to the escrow agreement and such escrow agreement shall be subject to the approval of all parties. The escrow agreement shall authorize the escrow agent to release the source code to the participating University(ies) in the event that a petition in bankruptcy is filed by or against the respondent, or if for any reason (except for material breach by the participating University(ies) – note that breach of contract by one institution does not imply breach by all other institutions) the respondent terminates the agreement, or if the respondent, whether directly or through a successor or affiliate, ceases to maintain and service the current version of the solution.

The respondent shall replace the deposited source code and related documentation with an updated version at least once every six (6) months or upon the respondent's distribution of new release of solution. Each time the participating University(ies) accept a modification or enhancement of the solution, the respondent shall within thirty (30) days add one machine-readable copy of the source code for the modification or enhancement to the source code held by the escrow agent, or shall replace the copy of the source code held by the escrow agent with a machine-readable copy of the source code containing the modification or enhancement. Related documentation must be submitted to escrow agent for each updated version.

The participating University(ies) may at any time during the term of the contract have access to and review deposited code and associated manuals or other documentation provided by the respondent. The respondent must provide a copy of any existing escrow agreement and information on your agent in your RFP response.

2.8 Program Plan

The Respondent must provide a Program Plan to support its Proposal. ***This Program Plan should describe the programs, assumptions, commitments, and expectations of the Respondent in providing the services required by IPHEC.*** The Program Plan should also include reporting commitments and specific suggestions regarding communication, planning, and performance review.

2.9 Respondent's Qualifications and Other Required Information

The Respondent must provide the following information:

- 1) Provide the name, address, telephone, fax number, and primary contact person of the company.
- 2) An organizational staffing plan for the personnel who will perform the services outlined in this RFP.

- 3) If applicable, the company's branch office addresses, telephone number fax number, and contact persons, noting the branch office that would be used to provide the services outlined in this RFP.
- 4) Information about the company including year of incorporation/business registration, total number of employees, total number of technical support personnel and the location of Midwest field offices.
- 5) The company's most recent Annual Report and its financial statements for the past three (3) fiscal years, including Balance Sheets and Statements of Revenue and Expenses, or other documentation that demonstrates financial solvency. Respondents should note that privately held companies that choose not to provide the requested financial information may be considered non-responsive.

6) Respondent's Statement of Contractual Disputes, Mergers and Acquisitions, and Legal Risk

If any answer is affirmative, Respondent must describe the reasons, its current status and its outlook for the future.

Yes No

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Within the past three years, has the Respondent filed for reorganization, protection from creditors or dissolution under bankruptcy statutes? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Respondent now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Respondent currently involved in any stage of fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? |

7) Description of Respondent Expertise in Contract Document Form Control Tools

Describe your experience and expertise in developing contract document form control tools and assisting customers with implementing those tools or systems. Explain how your expertise differs from those of your competitors. Please include the answers to the following questions in your response:

- How long has your company been developing contract document form control tools?
- How long have you been assisting clients with contract document form control tool implementations?

- 8) Describe your corporate strategy for developing and selling your form control products. Your response should include your corporate long-term business strategy, and should address your organization's vision and strategies for the future.
- 9) Other information the Respondent deems pertinent to demonstrating its qualifications to perform the services being requested.

3. INSTRUCTIONS TO RESPONDENTS

3.1 Instructions

This RFP provides potential Respondents with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including mandatory requirements, which must be met to be eligible for consideration, and other requirements to be met by each proposal. All proposals must be complete as to the information requested in this RFP in order to be considered responsive.

3.2 Respondent's Package

The Respondent may submit the Proposal in two (2) parts as described below. The parts may be submitted in the same package provided that parts are clearly separated and identified as outlined below:

1) Technical Proposal

Submit one (1) original (clearly marked as "Original") and six (6) copies of the Technical Proposal and one CD-ROM containing entire proposal in a sealed package clearly marked with the RFP number and "Technical Proposal." The following documents comprise the Technical Proposal:

- a) Cover Letter signed by the Respondent. By signing the Proposal, the Respondent signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP. Any exceptions to terms, conditions and specifications must be clearly identified in the cover letter referencing the pertinent section from this RFP and sample contract. Such exceptions will be considered when evaluating the Respondent's response to this RFP. The person signing the proposal represents and warrants that he/she has authority to bind his/her company.
- b) Proposer's Program Plan/Technical Proposal
- c) Completed and signed forms in Appendix II - Respondent's Disclosure of Financial Interests
- d) Completed and signed forms in Appendix III - Bidder's Application Form
- e) Completed and signed forms in Appendix IV - References
- f) Completed and signed forms in Appendix V - Required Certifications and Preferences
- g) Completed and signed forms in Appendix VI - Extension of Offer to Community Colleges

2) Pricing Proposal (Appendix I)

Submit one (1) original (clearly marked as "Original") and six (6) copies of the completed and signed Pricing Proposal (Appendix I) in a separate sealed envelope that is clearly marked with the RFP number and "Pricing Proposal." Respondent's Pricing Proposal (the response to Appendix I) should include any supplemental or renewal option period pricing schedules.

3.3 Delivery of Proposal Package

The Technical Proposal, including the Pricing Proposal and signed Contract, must be either delivered by hand or sent to Strategic Procurement through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the strategic procurement division and on any correspondence related to the Proposal. The Respondent remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. IPHEC assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the University Postal Delivery System, or some other act or circumstance. **Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened.**

If using an express delivery service, the package must be delivered to the designated building and office and not to the University Postal Delivery System or Central Receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

3.4 Uniformity

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. IPHEC reserves the right to waive minor variances or irregularities.

3.5 Proposal Material

The Proposal material submitted in response to the RFP becomes the property of IPHEC upon delivery to the strategic procurement division and is to be appended to any formal document which would further define or expand the Contractual relationship between IPHEC and the Respondent. All of the material will be considered as part of this RFP

3.6 Addenda

Should any Respondent have questions concerning conditions and specifications, or find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should notify strategic procurement no later than five (5) days prior to the opening and obtain clarification prior to submitting a solicitation. Such inquires must reference the date of opening and IPHEC bid or RFP number.

Any addenda issued to Respondents prior to the Proposal opening date shall include an addendum acknowledgement section. Since all addenda become a part of the Proposal, all addenda must be signed by an authorized Respondent representative and returned with the Proposal on or before the Proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the Proposal response.

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by IPHEC. If issued, IPHEC will post the addenda on the Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us/). In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

3.7 Proposal Modifications

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to IPHEC. Such notice must be received by the strategic procurement division prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and "Proposal Modification." No modifications of the Proposal will be accepted at any time after the Proposal opening date and time.

A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

3.8 Respondent's Responsibility for Services Proposed

The Respondent must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Respondents fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

3.9 Errors and Omissions

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify IPHEC in writing, and IPHEC shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP.

3.10 RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of IPHEC and that interpretation shall be final.

3.11 Confidentiality and Response Cost and Ownership

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of IPHEC. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

3.12 Use of Subcontractors

If the Respondent intends to use Subcontractors to perform any portion of the work described in this RFP, the Proposal must clearly state so. The Respondent's response must include a description of which portion(s) of the work will be Subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1 Acceptance of Proposals

IPHEC reserves the right to reject any or all Proposals or any part thereof, to waive formalities, and to accept the Proposal deemed most favorable to IPHEC.

4.2 Respondent's Qualifications

The Respondent must demonstrate that it has the management and operational experience, financial resources and personnel necessary to successfully perform the services specified in the RFP. A Respondent must be financially solvent.

4.3 Respondent Presentations

IPHEC reserves the right to, but is not obligated to, request and require that each Respondent provide a formal presentation of its Proposal at a date and time to be determined. If required by IPHEC, it is anticipated that such presentation will not exceed two (2) hours. No Respondent will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Respondent. The anticipated time frame for respondent's presentation is September 2008.

4.4 Right to Inspect

IPHEC reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Respondent and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance. IPHEC reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

4.5 Evaluation of Proposals

All Proposals will be evaluated by an evaluation team. Based on this evaluation IPHEC will determine the award of the Contract. The following evaluation factors, grouped by relative order of importance, will be used in determining the best-qualified offers:

1. Evaluation of response to technical specifications
2. Price
3. Implementation Timeframe
4. Customer/ Product Support
5. Respondent Attributes and Viability
6. Overall quality and completeness of response

In comparing the offers and making awards, IPHEC may consider other factors such as relative quality and adaptability of supplies or services, the Respondents' financial responsibility, skill, experience, record of integrity, ability to furnish repairs and maintenance of any service requirements, the time of delivery or performance offered, and any other element or factor in addition to that of the overall price which would affect the final cost to member institutions and whether the Respondent has complied with the specifications. The results of testing and comparison by IPHEC shall be final.

4.6 Best and Final Offer

IPHEC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If IPHEC chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

4.7 Award of Contract

IPHEC will award the Contract to the Respondent(s) who has, in the opinion of IPHEC, best demonstrated competence and qualification for the type of services required at fair and reasonable prices/compensation and whose Proposal is deemed to be in the best interest of IPHEC.

IPHEC may, at its discretion evaluate all offers submitted on the basis of any Base or Alternate offers and/or Options indicated in this solicitation. If offers on trade-in equipment are requested, IPHEC reserves the right to evaluate and award with or without trade-in, whichever is in the best interest of IPHEC. If trade-in equipment is part of this transaction, the Respondent is responsible for removal of trade-in equipment including dismantling, crating, cartage, and/or shipping related costs unless otherwise indicated.

IPHEC reserves the right to make the award on an all or none basis or split the award to multiple respondents based to the lowest responsible Respondents meeting the specifications, terms and conditions. If a split award is not acceptable to a Respondent, it must be so stated in the response.

4.8 Payment Terms

Payment terms of less than thirty (30) days will not be considered in making the Contract award. However, any applicable discount offer will be taken if payment is processed within the stated time.

4.9 Invoices

Invoices from a preferred respondent for individual orders or releases shall contain a word description of services and/or items being billed and shall reference the appropriate Purchase Order and/or order release number. Any other mutually agreed to information requested by an IPHEC member institution may also appear on an invoice submitted to that IPHEC member institution. Invoices are to be sent directly to the billing address referenced on the IPHEC member's Purchase Order or release or to whatever other billing address is agreed to between the preferred respondent and the individual IPHEC member's Purchasing Division/Department. If an IPHEC member institution requires multiple copies of a hardcopy invoice for its payment process, the preferred respondent will be expected to meet such a requirement.

In order to make timely payment, an IPHEC member institution, at its discretion, may make short payments against invoices that bill for items that have not been delivered or services that have not been performed.

A credit memo will be prepared by the preferred respondent for each instance where credit is being given, for whatever reason, on a previously billed item.

4.10 Invoice Errors

IPHEC member institutions expect that the correct contract pricing, including any and all applicable discounts, will be entered into the preferred respondent's billing system subsequent to notification of award. Repeated invoicing errors by a preferred respondent will be considered grounds for termination for cause of any award.

5. PROCUREMENT NOTICES/GENERAL TERMS AND CONDITIONS

5.1 Respondent's Disclosure of Financial Interests

The Respondent must complete and return the enclosed "RESPONDENT'S DISCLOSURE OF FINANCIAL INTERESTS" form along with their offer. In the event that further clarification is required on any of the information provided, IPHEC reserves the right to make any necessary communication with a Respondent for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.

5.2 Illinois Department of Human Rights Number

All Proposals require this number or a statement by the Respondent that a PC-1 Employer Report Form has been submitted to the IDHR prior to the bid/proposal due date for the Respondent to be eligible to propose an offer for this contract. Contact the Illinois Department of Human Rights, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312) 814-2431. Web Site: <http://www.state.il.us/dhr/index.htm>.

5.3 Procurement Rules

All bidding, proposals, offers and procurement will be conducted in accordance with the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education, which have been adopted pursuant to the Illinois Procurement Code. All Respondents will be strictly held to these statutes and rules and they are considered incorporated herein by reference as if attached hereto. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, place, and office specified.

5.4 "No Bid" Requirement

If not submitting an offer, respond by returning this form, marking it "NO BID", and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the respondent name from the mailing list. NOTE: to qualify as Respondent, respondent must submit a "NO BID", and it must be received no later than the stated opening date and hour.

5.5 IPHEC RFP Form

Please use our solicitation form for submitting your offer. Variations or exceptions from the specifications and general conditions should be shown on the attached Exceptions to Specifications sheet. Such exceptions or deviations may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation to facilitate this requirement. Failure to comply with this condition may cause your offer to be considered "nonresponsive."

5.6 Specifications

Any reference to brand names and numbers in the solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article offered and how it differs from the referenced brands. Unless the Respondent specified otherwise, it is understood that the Respondent is offering a referenced brand item as specified in the solicitation. IPHEC will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and IPHEC may require a Respondent offering a substitute to supply additional descriptive material and a sample.

If Items requested have quality guidelines of brand name or equal, the items offered must be equal to or better than the brands and model numbers specified as determined by IPHEC. The use of brand names in this solicitation are for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated may be considered for award. "Or Equal" submissions will not be rejected because of minor

differences in design, construction or features that do not affect the suitability of the product for its intended use.

5.7. Quality

It is the intention of IPHEC to purchase high quality material and/or services and evaluation of responses will be made on this basis.

5.8 Product/Service Documentation

Furnish with your response, descriptive literature, including manufacturer's specifications, performance, other operational capabilities and contents if applicable. Failure to complete or provide any of the information requested by this solicitation, including all requested catalogs, literature, specifications, price lists, requested references, and/or additional information as indicated, may result in your response being considered as "**non-responsive**" and eliminated from consideration.

5.9 Warranty

If applicable, indicate repair service availability for items offered and conditions of warranty.

5.10 Software Compliance

If applicable, any equipment (including operating software) that you propose to furnish as well as your accounting functions, shall not be adversely affected as a result of any date changes from year to year, decade to decade, or century to century including leap year calculations.

The Respondent will be responsible for correcting any such problems of this nature should they occur. Any additional costs to a member institution caused by this computer problem shall be borne by the Respondent.

5.11 Freight Terms

All prices quoted should be F.O.B. delivered. Any responses quoted other than these terms may be rejected. Additionally if installation, setup or operator training is specified, prices for these services should be provided as requested. Any additional charges required for shipping, installation, insurance, bonding, operator training or other costs must be fully itemized and included with the response.

Charges not specified at the time of the response will not be honored.

5.12 Shipment Routing

IPHEC reserves the right under terms of this solicitation to specify the routing from point of shipment to destination utilizing our contract freight rates without any penalty to its member institutions. Respondent shall specify exact city or cities and states from which shipment(s) will originate.

5.13 Additional Expenses

If applicable, the successful Respondent will be required to replace at no charge to member institutions (including freight and handling) any shipment in which defects or damages are discovered and/or merchandise is non-conforming to specifications, after the shipment has been received. The Respondent must address these defects or damage complaints within 7 working days of such complaints.

5.14 Purchase Order Numbers

Successful Respondent will mark the Purchase Order Number on all cartons, correspondence, invoices and shipping documents. Failure to comply may result in delay of payment.

5.15 Differences in Counts

In the event of differences in counts or amounts of merchandise received, the IPHEC count shall prevail unless an error can be proven.

5.16 Compatibility

Compatibility with existing departmental equipment and inventories may be a factor in making the award(s).

5.17 Delivery Schedule

Time is of the essence and delivery schedules may be considered in the overall analysis.

5.18 IPHEC Rights

IPHEC reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the Respondent, to accept any item in the offer. IPHEC also reserves the right to accept or reject all or part of your offer, in any combination that is economically advantageous to IPHEC.

5.19 Subcontracting

Any contract or purchase order arising from this solicitation shall not be assigned or sublet in whole or in part without the written consent of IPHEC.

5.20 Non-Assignment

The agreement will be between the participating University and the respondent and the Respondent will not assign nor delegate the agreement, its rights or obligations, or any of its terms without the express written permission of the participating University.

5.21 Most Favored Customer

For the duration of any purchase agreement resulting from this solicitation, if the Respondent reduces the price for like quantities contained herein, IPHEC must receive an adjusted reduced price or better terms the same as that offered to the Respondent's most favored customer.

5.22 Liquidation Damages

If the Respondent fails to perform, provides non-conforming or damaged merchandise, or the order is cancelled for cause, member institution may be entitled to compensation by reimbursement or by other legal remedy liquidated damages including, but not limited to, the following:

- 1) The additional cost of services or goods bought elsewhere,
- 2) Cost of repeating the bid or proposal procedure,
- 3) Any expense incurred because of delay in service or delivery,
- 4) Any other damages caused by or antecedent to a breach of contract by the respondent.

5.23 Indemnity Agreement and Liability Insurance

The Respondent shall indemnify and hold harmless the Owner and Owner's agents, servants and employees against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under the Contract by the Contractor or his Subcontractors or due to or arising in any manner from the wrongful act or negligence of the Contractor or his Subcontractors or any employee of any of them.

If required under the terms of award or if work on any member institution property is to be performed by the Respondent, the Respondent receiving the award shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of *Best's Key Rating Guide*. The Respondent must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

A. Worker's Compensation

(including Occupational Disease) - Statutory Limits

Employer's Liability (Part B) - \$500,000 Policy Limit

B. Commercial General Liability

(including Products & Completed Operations)

Combined Single Limit - \$1,000,000 per occurrence

OR

Bodily Injury: \$1,000,000 per occurrence, and

Property Damage: \$1,000,000 per occurrence

C. Commercial Automobile Liability

Combined Single Limit - \$1,000,000 per occurrence

OR

Bodily Injury: \$1,000,000 per occurrence, and

Property Damage: \$1,000,000 per occurrence

Assigned subcontractors must comply with the same insurance coverage requirements as the Respondent. Subcontractors shall submit the required Certificate of Insurance through the primary Respondent.

With respect to the required Commercial General Liability insurance, *the Governing Boards of member institutions* shall be named as an additional insured. In order to meet this requirement, the following wording should appear on any Certificate of Insurance provided: "**The Board of Trustees of the member institution is an additional insured for any liability incurred by the University arising from the activities of the Respondent and/or Subcontractor performing work on behalf of the Respondent.**" Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

The Respondent shall furnish member institutions with any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. The receipt of any certificate does not constitute agreement by the member institution that insurance requirements have been met. Failure of the member institution to obtain certificates or other insurance evidence from the Respondent shall not be deemed a waiver by IPHEC.

Failure to comply with insurance requirements may be regarded as a breach of contract terms.

Any Purchase Order Number and/or Contract Number that is the basis for issuance of the Certificate must be indicated on the Certificate of Insurance provided to each participating member institution.

5.24 Cancellation/Termination for Cause

Any purchase agreement or contract arising from this solicitation will be subject to cancellation by IPHEC upon written notice and without penalty to IPHEC if, in the opinion of IPHEC, the quality, delivery schedule, specifications, terms, conditions, and other service requirements are not maintained as originally stated and accepted by the Respondent.

In the event that any provisions of the contract are violated by the Respondent, IPHEC may serve written notice (receipted email transmissions will qualify for this purpose) upon Respondent setting forth the violations and demanding compliance with the contract. Within ten (10) days after serving such notice, the Respondent will be expected to have cured such violations and undertaken satisfactory arrangements for correction and avoidance of future violations. If such cure has not been satisfactorily made within (10)

days, or by any date beyond ten (10) days that has been mutually agreed to, the member institution may terminate the contract by serving thirty (30) day written notice upon the Respondent; but the liability of Respondent for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

5.25 Termination for Convenience

If, for whatever reason, an IPHEC member institution determines that cancellation of the contract would be in the best interest of member institution, each IPHEC member institution retains the right to cancel the contract(s), without penalty, by serving 120 days written notice upon the contractor.

5.26 Termination for Non-Appropriation

This contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this contract. In the event of termination for lack of appropriation, the Contractor shall be paid for services performed under this Contract up to the effective date of termination.

5.27 Disputes

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Director of IPHEC Purchasing shall be final and binding upon both parties.

5.28 Non-Liability

In no event shall the IPHEC member institutions be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by Respondent under this Contract.

5.29 Taxes

Sales to member institutions, unless otherwise stated, are exempt from Illinois R.O.T. and Federal Taxes. Member institutions are an instrumentality of the State of Illinois, and as such are exempt from Federal Income Tax under Sections 115 and 501(c)(3) of the Internal Revenue Code and are exempt from State of Illinois Income Tax in accordance with the Illinois Income Tax Act (35 ILCS 5/205). However, member institutions are subject to Federal and State of Illinois Income Tax only if and to the extent they have unrelated business taxable income. In addition, member institutions are exempt from payment of state and local Retailers' Occupation Tax, state and local Service Occupation Tax, state Use Tax, and state Service Use Tax, as provided by Illinois law. Certificates of exemption will be provided upon written request.

6. COMPLIANCE WITH LAWS, REGULATIONS, LABOR AND EMPLOYMENT PROVISIONS

The Respondent agrees to comply with all laws, statutes, regulations, ordinances, rulings, or enactments of any governmental authority that are applicable to the work or which in any way pertain to the project including, without limiting the foregoing thereto, the following State of Illinois statutes:

- 1) "An Act to give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivision" (330 ILCS 55). This Act requires that preference in employment on public works to be given qualified veterans of wartime military or naval service who were honorably discharged therefrom, including persons on inactive or reserve duty, who are residents of the district where the work is to be done. It is not required that nonresident veterans be given preference over nonveteran residents.
- 2) "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works" (755 ILCS 10). This Act requires that no person may be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner in connection with the contracting for or the performance of any work or service of any kind, by, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof and that no contractor, subcontractor or person on behalf of either shall discriminate against or intimidate any employee for such reason, and provides penalties and recoveries for violation of its provisions.
- 3) The Illinois Human Rights Act (775 ILCS 5). The purpose of this Act is to secure for all individuals within Illinois the freedom from sexual harassment, from discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service in connection with employment, real estate transaction, access to financial credit, and the availability of public accommodations. The Illinois Department of Human Rights and the Illinois Human Rights Commission are assigned duties for the enforcement of the Act. Violation of the Act might result in penalties, including the payment of damages, termination of public contract or prohibition from participating in public contracts for up to three years.
- 4) "An Act relating to the health and safety of persons employed, vesting in the industrial commission power to make reasonable rules relating thereto; providing for the enforcement thereof; and repealing certain acts herein named" (820 ILCOS 225/01/5). This Act makes it the duty of every employer under the Act to provide reasonable protection to the life, health and safety and to furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to these employees and requires that occupational safety and health standards be complied with.

The above explanations of these Acts are much condensed and not intended to be a complete detailed account of all duties imposed thereby, and hence by these General Conditions, upon the Respondent. The Respondent agrees to, and shall comply with all of the provisions of the above Acts, whether herein set forth or not, as well as with the provisions of all other applicable legislation and regulations promulgated thereunder, and especially agrees to keep the records described in paragraph (e) and pay the prevailing rate of hourly wages as required.

The Respondent shall carry insurance to cover any injuries to his employees or damage to member institution property.

APPENDIX I - PRICING PROPOSAL

All price and cost information requested in this solicitation should be provided by the Respondent. While price is usually a primary factor in the evaluation of responses received, the relevant importance of price may vary based on the nature of the purchase and the related significance of other criteria as may be expressed elsewhere in this solicitation. In evaluating price, IPHEC may give consideration to all cost factors relevant to determine the total final cost to member institutions, including but not limited to: life cycle cost, cost of replacing existing inventory, and administrative cost of issuing multiple awards. IPHEC will be the sole determinant of the relevant and appropriate cost factors to be used in evaluating any Base or Alternate offers and/or Options.

This Appendix I and Respondent's response to it will be incorporated into the final Contract. IPHEC makes no guarantee that the services identified in this RFP will be required as of the dates or in the quantities indicated. IPHEC is obligated neither to purchase the full quantities proposed by the respondent nor to enter into a "sole provider" agreement with any one respondent. If pricing is contingent upon a fixed volume, that must be noted in your pricing proposal.

Information submitted for these sections must clearly refer the appropriate section and must be provided in the sequence indicated. The Respondent must provide sufficient pricing details to permit the University to understand the basis for the quotation. At a minimum, the University requires detailed information on the relative cost of each component of the software products and support services, what if any discounts are applied, and all assumptions or requirements upon which prices are contingent. Pricing should include any educational discount provided to Higher Education Clients.

The respondent's cost should be responsive to the requirements contained in the RFP. However, in the event that additional services are required to achieve the respondent's proposed solution, those additional needs must be cited and priced. If alteration of the bidder's standard software is necessary to meet the requirements as stated within this proposal, this cost must be included within estimated customization. Further, each respondent should identify the costs associated with "add-ons" that are not required to satisfy the state RFP requirements but are available (from the respondent or from a third party) to extend service functionality and efficiency.

Provide a line item cost analysis for all components necessary (including any components necessary for 24x7 availability). IPHEC will assume that the price quoted will include all software and database components necessary to implement the proposed system solution. The University must be able to calculate the marginal costs of adding additional geographic locations and/or instances.

1. PRODUCT PRICING

The successful Respondent must define and include in each pricing option (A and B) for software products, any 3rd party product required, customization, implementation and training services that are included as part of the proposed solution.

- 1.1. Provide pricing based on full implementation of your proposed solution.

<u>Component/Module</u>	<u>§</u>
_____	_____
_____	_____
_____	_____
_____	_____
Subtotal	_____

the travel and overhead costs associated with the work estimates and fee quotations provided above. No allowances will be made for travel time.

Estimated sub-total travel expenses _____

1.7 Provide detail of any threshold increments and advantageous pricing levels.

1.8 Additional Questions:

1.8.1 WHAT TRAINING CREDITS ARE INCLUDED ABOVE? DOES INITIAL PURCHASE PRICE INCLUDE THESE?

1.8.2 IF USE OF THE PRODUCT OR SUPPORT SERVICES IS BASED ON A PAYMENT SCHEDULE, PROVIDE THE DETAILS OF THOSE REQUIREMENTS.

1.8.3 Do you agree to extend these pricing offers for additional product purchases placed within one year after the original order? Yes ____ No ____

1.8.4 Do you agree to extend these pricing offers for additional product purchases placed within two years after the original order? Yes ____ No ____

1.8.5 Do you agree to extend these pricing offers for additional product purchases placed within three years after the original order?

_____ Prices will remain firm for the option period

_____ Prices will increase up to a maximum average ____% for the option period

_____ Prices will decrease up to ____% for the option period

_____ Prices will increase/decrease in relation to the PPI at the time of the contract renewal

_____ We do not offer an option

1.9 Other Costs: If there are other billable expenses associated with the purchase or implementation of this software product, please describe these here and estimate their costs

Estimated sub-total of Other Costs _____

2. SERVICES (Cost of Maintenance/Support)

The services requested include those described in Section 2 of this RFP. If sub-contracting support services, respondents must provide names and address of all sub-contractors and the cost of each of those components that will be receive under this contract.

Provide cost and specify what is included, (i.e. the level of maintenance and support). Provide information on the cost basis for the charge. For example, is it x % of the software purchase price or list price or x % of the total contract price, or a variation thereof.

Warranty period (state length of period) _____

Level of support being proposed _____
(if multiple options are available, define each)

Cost of annual support for initial year(after warranty expires) _____

Level of maintenance _____

Cost of annual maintenance for initial year (after warranty expires) _____

Sub-Total of annual maintenance/support _____

Comments

NOTE: PROVIDE PRICING FOR OPTION A – FULL IMPLEMENTATION

2.1 Implementation

Hourly rate \$ _____ Estimated hours _____ Subtotal _____

2.2 Migration/Data Loading

Hourly rate \$ _____ Estimated hours _____ Subtotal _____

2.3 Operational & Technical support

Provide cost and specify what is included, (i.e. the level of support). Provide information on the cost basis for the charge. For example, is it x % of the software purchase price or list price or x % of the total contract price, or a variation thereof. Also, please address the issue of whether all upgrades are included in the maintenance fee.

2.3.1 Cost of support for initial contract

Subtotal _____

Annual support _____

Define level of support being proposed in this response

(if multiple options are available, define each)

Cost based on _____% of _____ price

Restrictions on support:

2.3.2 Software maintenance

Provide cost and specify what is included, (i.e. the level of maintenance and support). Provide information on the cost basis for the charge. For example, is it x % of the software purchase price or list price or x % of the total contract price, or a variation thereof. Also, please address the issue of whether all upgrades are included in the maintenance fee.

Cost of maintenance for initial period

Subtotal _____ (after warranty expires)

Annual maintenance _____

State length of Warranty period _____

State level of maintenance if applicable _____

Cost based on _____% of _____ price

Restrictions on maintenance:

2.4 Additional professional service requirements

In the event that the participating University determines that additional professional services are required to complete this project, please provide pricing quote for that service. (i.e. customization, conversion, non-contract support, etc.)

2.4.1 Hourly rate \$ _____ Estimated hours _____

Subtotal _____

2.4.2 Do you agree to extend these pricing offers to the University for additional service requests placed within twelve (12) months after the original order?

Yes ____ No ____

2.4.3 Do you agree to extend these pricing offers to the University for additional requests placed more than twelve (12) months after the original order but within twenty-four (24) months after the original order?

_____ Prices will remain firm for the option period

_____ Prices may increase up to _____% for the option period

_____ Prices will decrease up to _____% for the option period

_____ Prices will increase/decrease in relation to the CPI at the time of the contract renewal

_____ We do not offer an option

3. MAINTENANCE/SUPPORT RENEWAL PERIODS

The University is desirous of a multi-year maintenance arrangement. Please complete the following information for additional years. If applicable, indicate what discount would be available for annual prepayment of the maintenance. The price increases indicated below will be used in the total pricing score evaluation for evaluation purposes.

Cost increases shall be allowed only at the time option to renew is exercised. If the participating University decides to exercise its right to renew the Contract, a revised price schedule will be included with the renewal. The revised price schedule will be based on the amounts stated in herein and adjusted for any increase or decrease as provided in the options to renew.

	Prices will remain firm for each fiscal year checked below	Prices may increase/(decrease) up to the maximum % for each fiscal year as indicated below (allowable increase will not exceed CPI)
First Renewal: 11/01/11 through 10/31/13	Yes_____ No_____	_____%
Second Renewal: 11/01/13 through 10/31/15	Yes_____ No_____	_____%
Third Renewal: 11/01/15 through 10/31/17	Yes_____ No_____	_____%

The University reserves the right to renew this Contract for the period of first renewal start date through first renewal end date at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds and favorable accordance with the pricing option checked above.

4. MAXIMUM CONTRACT PRICE

Solely for the purpose of evaluating the Proposal, the Respondent’s response to the items identified above will be totaled to arrive at a low-total proposed price. The University makes no guarantee that the services identified in this RFP will be required as of the dates or in the quantities indicated.

Pricing Option

Contract Document Management System

Sub-total of Licensing (Section 1.1)	_____
Sub-total of Training (Section 1.2)	_____
Sub-total of Consulting (Section 1.3)	_____
Sub-total of Travel (Section 1.4)	_____
Sub-total of Other Costs (Section 1.5)	_____
Sub-total of Services (Section 2)	_____
Total of Proposal	_____

5. SIGNATURE

By signing this Proposal, the Respondent signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP and signifies that this is an accurate firm price for providing the requested services, and agrees to hold the prices firm as required in the RFP. The Respondent signifies travel costs, if allowed in this RFP, are an accurate estimate. The person signing below represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below.

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Printed name: _____

Date: _____

APPENDIX II – RESPONDENT’S DISCLOSURE OF FINANCIAL INTERESTS

(Disclosure Form A)

Public Act 90-572 (Section 50-35 a-b) requires that respondents desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified below.

Respondent shall disclose the financial interest and potential conflict of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below. A privately held entity with more than 400 shareholders may satisfy the disclosure requirements of both Sections by (1) submitting the information that would be included in a 10K disclosure and (2) listing the names of all persons or entities holding an ownership interest in excess of 5%.

Section 1 Disclosure of Financial Interest in the Respondent

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

Ownership exceeding 5%
Ownership value exceeding \$90,414.60
Distributive Income Share exceeding 5%
Distributive Income Share exceeding \$90,414.60
No individuals have any of the above financial interests
(If none, go to Disclosure Form B)

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share:
sole proprietorship ___ stock ___ partnership ___
other (explain) _____

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

If the proportionate share of the named individual(s) in the ownership of the respondent (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$90,414.60 or less, check here (___).

If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$90,414.60, show either:

the percent of ownership _____%,

or

the value of the ownership interest \$_____.

Section 2 Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

- | | | | |
|----|--|--------------|-------------|
| a) | State employment, currently or in the previous 3 years, including contractual employment of services. | Yes
_____ | No
_____ |
| b) | State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
_____ | No
_____ |
| c) | Elective status; the holding of elective office of the State of Illinois, the government of the United States any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. | Yes
_____ | No
_____ |
| d) | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| e) | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes
_____ | No
_____ |
| f) | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| g) | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
_____ | No
_____ |
| h) | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| i) | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |
| j) | Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |

DISCLOSURES - OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION (Disclosure Form B)

Public Act 90-572 (Section 50-35 h) requires that respondents desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Respondent shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

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

- a) Respondent shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" _____ or "No" _____
- b) If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).
- c) Respondent shall identify whether it has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" ___ or "No" ___.

If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure for Form A and B are submitted on behalf of

(Name of Respondent)

Official authorized to sign on behalf of respondent:

Name (Printed) _____ Title _____

Signature _____ Date _____

"NOTE: RESPONDENT MUST COMPLETE THE ABOVE "RESPONDENT'S DISCLOSURE OF FINANCIAL INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

Appendix III – Bidder’s Application Form

This form is also available at the following web-site <http://procure.stateuniv.state.il.us/forms.htm>

Bidder Application Form

Illinois Public Higher Education (IPHE)

This requested information is required to accomplish the statutory purpose of the Illinois Procurement Code [30 ILCS 500].

Instructions: Please type or print. You must respond to all questions, sign the form, and submit it to the appropriate university. If your answer is “same,” “not applicable,” or “none,” please write this to indicate no questions have been overlooked. It is your responsibility to notify the issuing university if the information in this application changes.

Today's date: _____ This application is: Initial application Revision of previously submitted application

Submit this completed form to the university closest to you or the university with whom you intend to do the most business. Check that university below:

- | | | |
|---|--|--|
| <input type="checkbox"/> Director of Purchases
Chicago State University
9501 King Drive
Chicago, IL 60628-1598 | <input type="checkbox"/> Director of Procurement Services
Northern Illinois University
B-113 Gilbert Hall
DeKalb, IL 60115-2870 | <input type="checkbox"/> Director of Purchases
University of Illinois at
Chicago
Room 312 - M.A.B. (MC-
560)
809 South Marshfield
Avenue
Chicago, IL 60612-7203 |
| <input type="checkbox"/> Director of Purchases
Eastern Illinois University
Room 113 Old Main
Charleston, IL 61920-3099 | <input type="checkbox"/> Director of Purchasing
Southern Illinois University
Bldg 108 - Miles Hall
Carbondale, IL 62901-6813 | <input type="checkbox"/> Purchasing Office
University of Illinois at
Springfield
One University Plaza MS
BSB 106
Springfield, IL 62703-5407 |
| <input type="checkbox"/> Purchasing Office
Governors State University
University Park, IL 60466-0975 | <input type="checkbox"/> Director of Purchasing
Southern Illinois University
Box 1012
Edwardsville, IL 62026-1012 | <input type="checkbox"/> Director of Purchases
University of Illinois at
Urbana-Champaign
Purchasing Division
616 E. Green, Suite 212
Champaign, IL 61820-
5752 |
| <input type="checkbox"/> Director of Purchases
1220 Illinois State University
Normal, IL 61790-1220 | <input type="checkbox"/> Director of Procurement Services
SIU Medical School
P.O. Box 19605
Springfield, IL 62794-9605 | <input type="checkbox"/> Director of Purchases
Western Illinois University
One University Circle
Room 227 Sherman Hall
Macomb, IL 61455-1390 |
| <input type="checkbox"/> Director of Purchasing
Purchasing Department
Northeastern Illinois University
5500 North St. Louis Avenue
Chicago, IL 60625-4699 | | |

If you wish to be included on the bid list for other universities, copy this form and submit it to the other universities.

1. Legal name/address to which solicitations are to be mailed:

2. Address to which purchase orders are to be mailed,
if different:

3. Address to which payment is to be mailed, if different:	4. Contact person: Phone number: 800 number: FAX number: E-mail:
5. If a division of a corporation, show name and address of parent company: State of incorporation _____	6. Years in business U.S. owned business: <input type="checkbox"/> Yes <input type="checkbox"/> No

7. Legal and tax status – I certify, under penalty of perjury, that I/we do business as a (check one only):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Government Entity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Organizations (IRC 501 (a) only)
<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Not-for-Profit Corporation	<input type="checkbox"/> Limited Liability Corporation
<input type="checkbox"/> Medical Health Care Services Provider Corp.	

8. Enter your Taxpayer Identification Number (use Social Security Number if individual or sole proprietorship):

FEIN _____ SSN _____

9. **Enter your Illinois Department of Human Rights (IDHR) number.** Failure to do so will delay the processing of your application. If your IDHR number is 89999-00-0 or lower, you must re-register with the Illinois Department of Human Rights.

IDHR Contractor Registration Number _____ Exempt

If you employ 15 or more individuals and wish to bid on State of Illinois contracts, IDHR requires that you file an Employers Report Form - Form PC-1 before bid opening. You may obtain a PC-1 form through IDHR at (312) 814-2431, TDD (312) 263-1579, or www.state.il.us/cms/purchase/download. All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box above.

10. Is your firm authorized to do business in the State of Illinois, as well as locally, with all necessary business licenses?

Yes No If no, please explain

11. Net worth of business:	12. Bank reference - name and address:
13. Total sales and receipts (include amounts for all affiliated businesses) for most recent fiscal year:	

14. **Special Programs – Complete all of 14 (A – D).**

The public higher education institutions of Illinois have various special programs that may be available to your company. Please check each category which applies, and complete the requested information. You may be requested to complete a more detailed form and provide additional documentation in order to ensure eligibility.

(A) Small business. See 30 ILCS 500/45-45. To participate as a small business you must qualify under the following definition and criteria:
 "Small business" means a business that is independently owned and operated and is not dominant in its field of operation (that is, it does not exercise a controlling or major influence in a kind of activity in which a number of

business concerns are primarily engaged). To compute your size status, include your (and your affiliates') annual sales and receipts, subject to the following limitations:

Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$7,500,000
Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Retail business or business selling services – annual sales and receipts cannot exceed \$1,500,000
Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Manufacturing business – cannot employ more than 250 persons
Submit a copy of the latest year's Federal or State income tax return page(s) showing an Illinois address and the latest year's form IL-W-3 (Illinois Annual Withholding Income Tax Return) showing the number of Forms W-2, W-2G, and 1099-R issued (denotes number of employees at the company). If a manufacturing business has been in existence for less than a full fiscal year, its average employment shall be calculated for the period through one month prior to the bid or proposal due date. In such cases, a notarized statement to that effect and proof of when the business came into existence shall be submitted.

Construction business – annual sales and receipts cannot exceed \$10,000,000
Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address.

(B) Minority, Female, Person with Disability. See 30 ILCS 575. To participate in this you must qualify under the following criteria and be certified by one of the following:

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)

The business must be at least 51% owned and controlled by one or more individuals who are minority, female, or a person with disabilities. A business owned and controlled at least 51% by any combination of minorities, females, and persons with disabilities should be checked as a business owned and controlled by the eligible group that has the largest percentage of ownership. If this block is checked, also check each of the following which are applicable:

- African American
- Female
- Hispanic
- Asian American
- Native American/Alaskan
- Person with disability (must be severe mental or physical disabilities which substantially limit major life activities)

(C) Not-for-profit, U.S. tax exempt agency for the disabled. You must qualify under Section 501 of the Internal Revenue Code. See 30 ILCS 575/2A4.1.

(D) State use – Not-for-profit agency for the severely handicapped. Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

15. In compliance with the Illinois Procurement Code, state the name of each person or company having a beneficial interest of more than 7½% in the bidding enterprise and each person or company, who, together with spouse or minor children, has a beneficial interest of more than 15% in the bidding enterprise (attach additional sheets if necessary):

Name and Address	Percent Owned	Voting Percentage

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors

16. List equipment, supplies, and/or services you can provide. Include brand and manufacturer names or other information that will help buyers to categorize your capabilities. (Additional items may be submitted on an attached sheet.) If the issuing university has provided a separate listing of equipment, supplies, and/or services, provide requested information and return it with this form. If the services available from your firm include professional and/or artistic services (see Item #17 for listing), and you wish to be pre-qualified so you can receive direct notification of opportunities, complete Items #17-24 of this application.

- 1.)
- 2.)
- 3.)
- 4.)

Fill out this section to pre-qualify as a provider of Professional and Artistic Services

If you do not offer such services, or do not wish to pre-qualify, proceed to Item #24.

Completing this section does not guarantee that you will be pre-qualified. Being pre-qualified does not guarantee that you will be awarded a contract. You do not need to be pre-qualified to respond to a solicitation (Illinois Procurement Code [30 ILCS 500/35-15]). Consult the universities' solicitations to determine specific qualification requirements for individual solicitations.

Automatic notification – Once you have been pre-qualified you will be entitled to receive an automatic notification of Procurement Bulletin solicitations for services for which you have pre-qualified **if** you have listed a FAX number and/or e-mail address as requested in Item #4.

Do not use this section to pre-qualify for construction or construction-related professional services. Contact the university with whom you wish to do business for information regarding specific requirements for these categories.

17. Please check the professional and artistic services for which you are requesting pre-qualification. For each service you check, provide the information requested in Items #17-23 of this application.

<p>Accounting</p> <p><input type="checkbox"/> Accountant <input type="checkbox"/> Auditor <input type="checkbox"/> Billing Services <input type="checkbox"/> Collection Services</p> <p>Artistic</p> <p><input type="checkbox"/> Artist <input type="checkbox"/> Entertainer <input type="checkbox"/> Musician <input type="checkbox"/> Sculptor</p> <p>Clinical Psychology</p> <p><input type="checkbox"/> Psychotherapist <input type="checkbox"/> Psychiatrist</p> <p>Data Processing</p> <p><input type="checkbox"/> Consultant <input type="checkbox"/> Network Design <input type="checkbox"/> Programmer <input type="checkbox"/> Systems Analyst</p>	<p>Dentistry</p> <p><input type="checkbox"/> Dentist <input type="checkbox"/> Orthodontist <input type="checkbox"/> Periodontist</p> <p>Environmental/Land</p> <p><input type="checkbox"/> Cartographer <input type="checkbox"/> Environmental Analyst <input type="checkbox"/> Environmental Engineer <input type="checkbox"/> Geologist <input type="checkbox"/> Hydrologist <input type="checkbox"/> Land Appraiser <input type="checkbox"/> Land Use Planner <input type="checkbox"/> Meteorologist <input type="checkbox"/> Naturalist</p> <p>Law</p> <p><input type="checkbox"/> Administrative Law Judge <input type="checkbox"/> Arbitrator <input type="checkbox"/> Attorney <input type="checkbox"/> Court Reporting <input type="checkbox"/> Hearing Officer <input type="checkbox"/> Law Clerk <input type="checkbox"/> Legal Services</p>	<p>Management/ Administrative Services</p> <p><input type="checkbox"/> Actuary <input type="checkbox"/> Banking Services <input type="checkbox"/> Consultant <input type="checkbox"/> Economist <input type="checkbox"/> Executive Search Services <input type="checkbox"/> Investment Services <input type="checkbox"/> Training and Development</p> <p>Marketing And Media Services</p> <p><input type="checkbox"/> Audio and Video Production <input type="checkbox"/> Commercial Photographer <input type="checkbox"/> Editor <input type="checkbox"/> Graphic Designer <input type="checkbox"/> Media Consultant <input type="checkbox"/> Public Relations</p>	<p>Medicine</p> <p><input type="checkbox"/> Audiologist <input type="checkbox"/> Chiropractor <input type="checkbox"/> Dietician <input type="checkbox"/> Medical Transcriber <input type="checkbox"/> Nurse <input type="checkbox"/> Occupational Therapist <input type="checkbox"/> Optometrist <input type="checkbox"/> Orthopedist <input type="checkbox"/> Pathologist <input type="checkbox"/> Pharmacist <input type="checkbox"/> Physical Therapist <input type="checkbox"/> Physician <input type="checkbox"/> Podiatrist <input type="checkbox"/> Radiologist <input type="checkbox"/> Surgeon <input type="checkbox"/> Temporary Medical Staffing <input type="checkbox"/> Veterinarian</p> <p>Science/Research</p> <p><input type="checkbox"/> Archaeologist <input type="checkbox"/> Biologist <input type="checkbox"/> Botanist <input type="checkbox"/> Chemist <input type="checkbox"/> Educator <input type="checkbox"/> Entomologist <input type="checkbox"/> Historian <input type="checkbox"/> Other</p>
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18. Licenses and/or professional registration – List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you may be required to provide a copy of such license/registration to the university before an award can be made or work begun.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if Applicable)	License/Registration on Exp. Date

19. Work experience – List contracts for similar services that have been completed within the last five years:

Project	Location	Type of Service	Total Amount of Contract	Start/Completion Dates	Name/Phone # of Owner or Other Reference

20. Resumes of key personnel – Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years Experience (This Firm/Other Firms)	Education (Institutions, Years, Degrees, Certificates)	Other Relevant Experience and/or Qualifications

21. Judgments and claims – Are there any judgments, claims, or suits pending or outstanding against you or your organization that could affect the ability to complete any contract awarded?

Yes No

If yes, please explain:

22. Receivership – Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

Yes No

If yes, please provide details:

23. Statutory qualifications – Are you or your organization disqualified, ineligible, suspended, or otherwise barred from receiving solicitations and/or awards from any State of Illinois university or agency or any agency of the Federal Government?

Yes No

If yes, please provide details:

24. I understand that:

Information provided in this application may be audited by any State university or verified by other means.

Provision of information in this application does not relieve me from providing the same or additional information as required in a response to a solicitation.

Submittal of this application does not guarantee pre-qualification. Pre-qualification will be given only if I meet all statutory or regulatory requirements, including any that may not be listed in this application.

I must update significant information changes within a reasonable amount of time. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension or debarment by any Federal, state, or local governmental agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any and all applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with any university and termination of contracts, and loss of profits in appropriate cases.

Under penalty of perjury, I swear or affirm that:

The information provided in this application is true and correct as of the time of signing.

I have not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E or 33E-4 of the Criminal Code of 1961.

I, along with other officers and employees, have not been convicted of bribery nor attempted bribery of an officer or employee of the State of Illinois, nor have made an admission of guilt of such conduct that is a matter or record.

I am an equal opportunity employer and in compliance with the equal opportunity requirements of applicable state and federal laws.

Signature _____

Name (type or print) _____

Date _____

Title _____

APPENDIX IV - REFERENCES

2.2 RESPONDENT REFERENCES

1.2.1 References for Respondent's Completed Implementations

Respondent must provide a reference list of at least three implementations successfully completed in the last 3 years. The Respondent certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references. For each reference, provide the following information:

1. Client name
2. Contact person
3. Address
4. Telephone number
5. E-mail
6. Product Implemented
7. Start and completion dates of implementation
8. Respondent services provided for in contract

1.2.2 References for Product Implementations in Progress

Respondent must provide a reference list of at least three product implementations in progress. The Respondent certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references. For each reference, please provide the following information:

1. Client name
2. Contact person
3. Address
4. Telephone number
5. E-mail
6. Product Implemented
7. Start and completion dates of implementation
8. Respondent services provided for in contract

1.2.3 References of Clients That Dropped Services

Respondent shall provide information on at least three clients who have discontinued services or dropped the products of the respondent in the last 3 years. The Respondent certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references. For each reference, please provide the following information:

1. Client name
2. Contact person

3. Address
4. Telephone number
5. E-mail address
6. Product Implemented
7. Start and completion dates of implementation
8. Respondent services provided for in contract
9. Reason(s) for discontinuing use of product

1.2.4) Total Number of Clients Serviced

Provide the total number of clients serviced (using the products that are proposed to IPHEC) in last three years. Respondents should also include the following information:

1. Dates of engagement
2. Product Implemented
3. Respondent services provided for in contract
4. Total clients located within the United States.
5. Smallest installation (expressed in # of users) completed
6. Largest installation (expressed in # of users) completed

1.2.5 Higher Education Clients

Provide the total number of higher education clients (using the products that are proposed to IPHEC) in last three years. Respondents should also include the following information:

1. Dates of engagement
2. Product Implemented
3. Respondent services provided for in contract
4. Total clients located within the United States.
5. Smallest installation (expressed in # of users) completed
6. Largest installation (expressed in # of users) completed

Provide references from established Universities, Government agencies and Companies (four preferred), other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this RFP.

(1) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

APPENDIX V - REQUIRED CERTIFICATIONS AND PREFERENCES

Respondents must fill out this form completely and return with their proposal. All proposals must be complete as to the information requested in this section in order to be considered responsive.

- State Preference Percentage:** If Respondent is an out-of-state respondent (not having an establishment for transacting business within Illinois), and if Respondent's state has a preference law favoring in-state respondents, what is the percentage preference? _____%
- Recycling:** Packaging which is readily recyclable, made with recyclable materials, and designed to minimize potential adverse effects on the environment when disposed of by incineration or in a landfill is desired to the extent possible. Product(s) offered which contain recycled materials may be acceptable provided they meet all pertinent specifications and performance criteria outlined in this proposal. If the product(s) offered are manufactured utilizing recycled materials, identify the percentage composition and nature of the recycled content within: _____%
- Illinois Department of Human Rights (DHR) Public Contracts Number:** If Respondent has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Respondent must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If IPHEC cannot confirm compliance, it will not be able to consider the bid or 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 publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

NOTICE:

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

Numbers issues by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valued. This affects numbers below 89999-00-0. Valid numbers begin with 9000-00-0.

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

Respondents may obtain an application form by:

- Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
- Internet:** Download the form from the Internet at: http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Respondent Forms" line.
- Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601

4. Taxpayer Identification Number: Respondent certifies that:

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

Company Name: _____

Taxpayer Identification Number: _____

Social Security Number: _____

or

Employer Identification Number: _____

Legal Status (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Nonresident alien | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Corporation providing or billing medical and/or healthcare services | <input type="checkbox"/> Corporation NOT providing or billing medical and/or healthcare services | |

5. Disclosure of Business in Iran: You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation.

Within the 24 months before submission of the bid, offer, or proposal the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

- (a) the Government of Iran;
- (b) companies in which the Government of Iran has any direct or indirect equity share;
- (c) consortiums or projects commissioned by the Government of Iran; or
- (d) companies involved in consortiums or projects commissioned by the Government of Iran;

AND

(1) more than 10% of the company's revenues produced in, or assets located in, Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in, or assets located in, Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action;

OR

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

NO, the above information does NOT apply to our firm.

Signature

YES, the above information DOES apply to our firm. We understand that the University is required to notify the State Comptroller of this disclosure.

Signature

6. **Payment Terms:** Payment(s) in relation to any award for this proposal are subject to the State Prompt Payment Act (30 ILCS 540). Prompt payment discounts, of less than 30 days, will not be considered for evaluation purposes, however, applicable discount(s) will be taken if processed within the stated time limit.
7. **Antibribery:** The Respondent certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Procurement Code (30 ILCS 500/50-5(a)).
8. **Bid Rigging:** The Respondent certifies that it has not been barred from contracting with a unit of State or Local Government as a result of a violation under 720 ILCS 5/33E-3 (bid rigging prohibition) or 33E-4 (bid rotating prohibition) (Criminal Code of 1961, as amended).
9. **Felony Certification:** The Respondent certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and also certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The Respondent acknowledges that the contracting agency shall declare the contract void if this certification is false.
10. **Drug Free Workplace:** The Respondent certifies it has read the Drug Free Workplace Act (30 ILCS 580/1) and is, or will be, in compliance with the Act on the effective date of the award of this contract. The Drug Free Workplace Act requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that individuals with contracts not engaged in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. These requirements apply to contracts of \$5,000.00 or more.
11. **International Boycott:** The Respondent certifies neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. (30 ILCS 582/1).
12. **Educational Loan Default:** The Respondent certifies that he/she is not in default for a period of six months or more and in the amount of \$600.00 or more on the repayment of any educational loan guaranteed by the State Scholarship Commission or made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education. This clause is not applicable to corporations or partnerships (5ILCS 3 85/3).
13. **Records Retention:** (30 ILCS 500/20-65) requires that the Respondent who receives a contract as a result of this proposal, shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Respondent agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Act shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

14. **Non-Discrimination, Certification, and Equal Employment Opportunity:** The contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section n 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein.
- The contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The contractor agrees to incorporate this clause into any approved subcontracts under this Contract.
15. **Alteration/Modification of Original Documents:** The contractor certifies that no alterations or modifications may be made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered response. Contractor 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 as sufficient basis to suspend or debar the violating party from consideration for future contract awards.
16. **Contract Debt Certification:** The Respondent certifies that it, or any affiliate, is not barred from being awarded a contract under Section 30 ILCS 500/50-11 (b) of the Illinois Procurement Code, as amended. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Respondent further certifies that the University may declare any resulting award of this Bid/Request for Proposal (RFP) void if the certification completed pursuant to this subsection (b) is false. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Respondent further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
17. **Environmental Certification:** The contractor certifies in accordance with 30 ILCS 500/50-14 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 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
18. **Labor Certification:** The contractor certifies in accordance with 30 ILCS 583/10 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

By signing this form, the Respondent signifies agreement and compliance with the certifications and conditions identified in Appendix V of this RFP. I certify that the above information is accurate and complete:

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Printed name: _____

Date: _____

APPENDIX VI – EXTENSION OF OFFER TO COMMUNITY COLLEGES

The IPHEC organization, working in cooperation with the Illinois Community College Board (ICCB) is hereby offering those firms who receive an IPHEC award as the result of this solicitation the opportunity to also extend their IPHEC bid offer to the community colleges of Illinois. The list of community colleges in the Illinois Community College System includes:

DISTRICT	NAME	ADDRESS
501	Kaskaskia	27210 College Road, Centralia, IL 62801
502	DuPage	425 22nd Street, Glen Ellyn, IL 60137
503	Black Hawk	6600 34th Avenue, Moline, IL 61265
504	Triton	2000 Fifth Avenue, River Grove, IL 60171
505	Parkland	2400 W. Bradley Avenue, Champaign, IL 61821
506	Sauk Valley	173 Illinois Route 2, Dixon, IL 61021
507	Danville	2000 East Main Street, Danville, IL 61832
508	Chicago	226 W. Jackson Blvd., 11th Floor, Chicago, IL 60606
509	Elgin	1700 Spartan Drive, Elgin, IL 60123
510	South Suburban	15800 S. State Street, South Holland, IL 60473
511	Rock Valley	3301 North Mulford Road, Rockford, IL 61114
512	Harper	1200 West Algonquin Road, Palatine, IL 60067
513	Illinois Valley	815 North Orlando Smith Avenue, IL 61348
514	Illinois Central	One College Drive, East Peoria, IL 61635
515	Prairie State	202 South Halsted Street, Chicago Heights, IL 60411
516	Waubensee	IL Route 47 at Harter Road, Sugar Grove, IL 60554
517	Lake Land	5001 Lake Land Blvd., Mattoon, IL 61938
518	Carl Sandburg	2400 Tom L. Wilson Blvd., Galesburg, IL 61401
519	Highland	2998 W. Pearl City Rd., Freeport, IL 61032
520	Kankakee	P.O. Box 888, River Road, Kankakee, IL 60901
521	Rend Lake	468 N. Ken Gray Parkway, Ina, IL 62846
522	Southwestern	2500 Carlyle Avenue, Belleville, IL 62221
523	Kishwaukee	21193 Malta Road, Malta, IL 60150-9699
524	Moraine Valley	10900 South 88th Avenue, Palos Hills, IL 60465
525	Joliet	1215 Houbolt Road, Joliet, IL 60431
526	Lincoln Land	5250 Shepherd Road, Springfield, IL 62794-9256
527	Morton	3801 S. Central Avenue, Cicero, IL 60804
528	McHenry	8900 U.S. Highway 14, Crystal Lake, IL 60012
529	Illinois Eastern	233 E. Chestnut Street, Olney, IL 62450
530	John A. Logan	700 Logan College Road, Carterville, IL 62918
531	Shawnee	8364 Shawnee College Road, Ullin, IL 62992
532	Lake County	19351 W. Washington Street, Grayslake, IL 60030
533	Southeastern	3575 College Road, Harrisburg, IL 62946
534	Spoon River	23235 North County Road 22, Canton, IL 61520
535	Oakton	1600 E. Golf Road, Des Plaines, IL 60016
536	Lewis & Clark	5800 Godfrey Road, Godfrey, IL 62035
537	Richland	One College Park, Decatur, IL 62521
539	John Wood	150 South 48th Street, Quincy, IL 62301
540	Heartland	1500 W. Raab Road, Normal, IL 61761

Should you accept this opportunity if you receive an IPHEC award, the following conditions will be applicable:

1. Each State of Illinois community college choosing to participate in this transaction will administer its own procurements directly with your company subject to individual college administrations and Governing Board approvals.
2. The decision whether or not to participate will be up to each individual community college, and not all may choose to do so.
3. If your firm agrees to extend your IPHEC offer to the community colleges, a copy of your offer will be provided to each of the community college business offices and those colleges that choose to participate will use it as a basis for contracting with your firm.
4. Any contracts and/or purchase orders your firm receives from these community colleges will be administered (such as, but not limited to, resolution of ordering problems and reconciling accounts payable issues) by the individual community colleges and not by the IPHEC or ICCB organizations.
5. Your firm will be required to provide an annual report to the IPHEC of those community colleges who have accepted your offer. You will be required to complete a form giving annual expenditure data, broken down by individual community college.

Please complete the following information.

Will you extend your IPHEC offer to the State of Illinois community colleges?

Yes _____ No _____

If you answered "Yes", agreeing to extend your offer, will your prices be the same for the community colleges as for the IPHEC member State universities?

Yes _____ No _____
(the same) (not the same)

If you answered "No", not agreeing to extend the same prices to the community colleges, will you require a percentage additional to your IPHEC pricing, from the community colleges, and if so, what will be the additional percentage to be added on to the IPHEC prices?

_____ %

Additional percentage for
community colleges

Respondent signature

By signing this proposal, the Respondent signifies agreement with and acceptance of all the terms, conditions, and specifications shown in this RFP signifies that this is an accurate price for providing the requested services, and agrees to hold the prices firm as required in the RFP. The person signing below represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below:

Company name _____

Address _____

Telephone number _____

Signature _____

Date _____