

REQUEST FOR PROPOSAL

RFP # ER032012

For

ILLINOIS STATE UNIVERSITY

Enterprise Architecture Planning Partner

PROPOSAL DUE

March 20, 2012
2:00 PM Local Time
Illinois State University
1220 Purchasing Office
100 South Fell Avenue, Suite D
Normal, IL 61790-1220

CONTACT PERSON

Ernie Olson
1220 Purchasing
Illinois State University

Phone: (309) 438-7611
E-Mail: ewolson@ilstu.edu

Schedule for Proposal

Send Out Proposal: February 24, 2012

Questions about the Proposal Due: March 6, 2012
2:00 PM Local Time

Ernie Olson
1220 Purchasing
Illinois State University
Normal, IL 61790-1220
Fax: (309) 438-5555
E-Mail: ewolson@ilstu.edu

Respond To Questions: March 9, 2012

Proposal Due: March 20, 2012
2:00 PM Local Time

Illinois State University
1220 Purchasing
100 South Fell Avenue, Suite D
Normal, IL 61790-1220
Attn: Ernie Olson

Evaluation of Proposal: March, 2012

Invitational On-site Presentations: Late March - Early April, 2012

Anticipated Contract Date: April - May, 2012

Questions concerning the proposal must be in writing, by mail, fax, or e-mail.

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

Pricing must be submitted as part of your proposal and at the time the proposal is returned.

Evaluation of proposals will be based on the criteria listed and priority order as indicated in the evaluation section of the Request for Proposal.

The Proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. The University assumes no responsibility for any Proposal not so received, regardless of the reason or circumstance of delay. Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened and marked "Received Too Late for Consideration."

Proposals must be kept firm for at least 120 days after the proposal opening date. If no alternative length of time is indicated by the Proposer, the University will consider the offer as an acceptable offer until an award is made by the University or until the Proposer provides written notice to the contrary.

From the date of issuance of the RFP until the opening date, the Proposer must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University.

Any portions of your response that is proprietary and should not be opened to public inspection must be clearly marked in your response.

The Proposer 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.

1 original, 5 copies and 1 electronic copy submitted on a CD of your response to the RFP must be submitted.

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SECTION 1

1.1 PROJECT OVERVIEW

The Board of Trustees of Illinois State University on behalf of Enterprise Systems Support at Illinois State University (hereinafter “University”) is seeking Proposals from qualified firms to provide existing and proven services as an Enterprise Architecture Planning Partner.

Illinois State University undertakes this competitive Request for Proposal (RFP) to select a consulting partner to implement an enterprise architecture initiative and to define enterprise architecture processes utilizing The Open Group Architecture Framework (TOGAF), Version 9.1. The Consultant will work with the Lean Enterprise Architecture and Processes department, within Administrative Technologies, to plan for a three-year plus annual renewals as needed for an enterprise architecture initiative (titled **LEAPForward**) composed of four parts:

- Business Process Management (a consultant partner for the execution of the business process management project was selected under a separate RFP)
- Business Intelligence Project (a consultant partner for the execution of the business intelligence project will be selected under a separate RFP)
- Technology Architecture (the consultant selected under this RFP will be the partner in the execution of the technology architecture project)
- Student System Implementation (a consultant partner for the execution of the new student system implementation will be selected under a separate RFP)

Separate from the **LEAPForward** initiative, the Consultant will work with the individual units of Administrative Technologies (including Business Intelligence and Technology Solutions [BITS], eMerge, and Enterprise Systems Support [ESS]) to ingrain the TOGAF philosophy into the existing University service structure.

The Administrative Technologies department has adopted the Information Technology Infrastructure Library (ITIL), Version 3, framework for the delivery of services. Ideally, the Consultant has experience in integrating principles from TOGAF, ITIL, and LEAN to support project planning and organizational processes.

The University will provide project management and staffing for the implementation of the individual projects, mentioned above, largely through its own resources. Additional consulting help from Proposer will be utilized on an as need basis. Service levels for these consulting resources will not be guaranteed and the contract will not obligate the University, in any way, to use a Consultant’s staff augmentation services.

The University will establish the order and calendar for implementation of the projects, with advice from the Consultant. The selected Consultant will assist the University in developing integrated project implementation plans for each of the projects. The Consultant will advise on best practice methodology and frameworks to ensure the University is successful in completing each project.

1.2 ILLINOIS STATE UNIVERSITY BACKGROUND

Illinois State is a four-year, public institution of higher learning that also awards a significant number of doctorates and master degrees in various disciplines. It also has a significant and growing part of its income derived from grants and contracts awarded by government and non-government entities.

1.3 OBJECTIVE/GOAL TO BE ACHIEVED

Illinois State University desires to implement the TOGAF enterprise architecture framework and project management methodologies to ensure the successful completion of the **LEAPForward** initiative. At the same time, the University wishes to develop an enterprise architecture framework that can be used by the leadership of Administrative Technologies to align information technology, people, operations, and projects with the organization's overall business strategy. Ultimately, the enterprise architecture will guide the University in making sound, targeted decisions about how to manage its information-related assets to benefit the organization's future operations. To meet this need, the Consultant will be responsible for knowledge transfer to Administrative Technologies staff in the areas of business architecture, information systems architecture, and technology architecture. The knowledge transfer is designed to promote organizational competency, maturity, and self-sufficiency.

1.4 DELIVERABLES FROM THE ENGAGEMENT

All resources will be tasked and assigned artifacts and deliverables through a work plan issued by the University's Project Executive Director. The Consultant must be able to provide services over three-years plus annual renewals as needed for the initiative. These services may be provided with a combination of on- and off-site resources. On-site resources will perform services at the Illinois State University campus in Normal, Illinois. The quality of service and work progress will be monitored on a frequent basis in accordance with the work plan, by the University's Project Executive Director.

Project Planning

The Consultant is expected to assist the University with planning for the duration of the **LEAPForward** initiative (not continuously on-site, and on an as needed basis). This includes assisting the University in:

- Creating an overall integrated work plan to accomplish the four projects (business process management, business intelligence, student information system implementation, and technology architecture) within the initiative [individual work plans will be created for each project by the individual project team,

however, the overarching work plan will be created with the assistance of the Consultant]

- Developing a work plan to create RFP specifications for the new student information system, as well as, a plan for the evaluation of the RFP responses (the RFP to select a particular product will occur following the completion of the business process management phase; the artifacts from the BPM phase will form the requirements of the student system and other associated RFPs)
- Creating a work plan for the technology architecture project
- Advising on various best practices regarding project planning topics, as needed
- Creating metrics to evaluate ongoing progress towards realizing the right University Enterprise Architecture

Developing Specifications for the **LEAPForward** Initiative

The Consultant is expected to provide services to assist the University in selecting a new student information system. These include:

- Assisting in the analysis for, and the development of RFP specifications to procure student information system module(s) as part of an ERP solution
- Performing a gap analysis to identify the University needs that will not be met by RFP respondents and assisting in developing a strategy to meet the gaps through third party systems or bolt-ons
- Advising the University throughout the procurement process for the student system
- Advising the University and providing contract management assistance during the implementation of the student information system

NOTE: In accordance with 30 ILCS 500/50-10.5(e)(2) of the Procurement Code in regards to the awarded vendor, “No person or business shall bid or enter into a contract under this Code if the person or business assisted the State of Illinois or a State agency by reviewing, draftin, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance except as part of a publicly issued opportunity to review drafts of all or part of these documents.”

Systems Implementation

The Consultant is expected to provide services to assist the University in implementing various systems. These include:

- Developing a strategy for backfilling key University positions during the implementation of the individual projects within the **LEAPForward** initiative
- Advising on best practices for systems implementation, as needed
- Advising the University on appropriate staffing levels and qualifications for personnel working on the various systems implementation projects

Enterprise Architecture Planning for **LEAPForward**

The Consultant is expected to provide services in support of the enterprise architecture effort within the **LEAPForward** initiative. These include:

- Developing, and recommending architectural best practices under the TOGAF 9.1 framework, as well as, other compatible frameworks and methodologies
- Working with Project teams and associated University staff to ensure that the applications, hardware, and systems software infrastructure is consistent with best practice and allows for an integrated enterprise architecture portfolio
- Collaborating with the Project teams and associated staff to establish a strategy to align application and technical infrastructure with business objectives
- Assisting the University in designing technology enterprise architecture that addresses the integration of current environments with the new environments created by the **LEAPForward** initiative

Enterprise Architecture Mentoring for Administrative Technologies

The Consultant is expected to provide services in support of the enterprise architecture effort within the Administrative Technologies (AT) department. These include:

- Training and mentoring AT personnel in research, assessment, design, and documentation of the administrative enterprise architecture
- Performing a Capability Maturity Model Integration (CMMI) assessment for the departments within AT
- Developing and recommending a strategic plan to achieve the next level of the CMMI
- Assisting the University to develop hardware and software standards for enterprise administrative systems
- Designing and recommending an application integration framework

1.5 DURATION OF CONTRACT

The initial contract will begin after award of the contract and end June 30, 2015 (approximately 38 months).

After the initial contract period, any renewal of the contract must have beginning and ending dates coinciding with the University's fiscal year (July 1-June 30). The contract should have renewable options of a 12 month contract for a maximum total contract term of ten (10) years. Multi-year offers with annual payments will be considered if economically beneficial to the University.

The University reserves the sole right to renew agreements for any or all of the option periods specified based on the continuing need and favorable market conditions, when in the best interest of the University. The University also reserves the right to exercise any of the renewal options early or to exercise more than one option at a time.

If the proposer fails to provide pricing information for the requested option periods specified, any contract awarded to their firm will be limited to the initial term and cannot include any renewal options.

1.6 AVAILABILITY OF DOCUMENTS

All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at:
<http://www.procure.stateuniv.state.il.us>.

Proposers intending to respond to any posted requirement are encouraged to visit that site to insure that they have received a complete and current set of documents. Some notices may provide a downloadable copy of the pertinent procurement documents, as well as any amendments to those documents. Additionally, some notices may permit a proposer to submit a response to a posted requirement in an electronic format. Any proposer receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. Interested proposers should note that the State Universities in Illinois do not charge (unless otherwise stated in the Bid/RFP documents) any fees to obtain a copy of or respond to documents posted for competitive solicitation.

The issuing University is not responsible for insuring that all or any procurement documentation is received by a proposer that is not appropriately registered on the Illinois Public Higher Education Procurement Bulletin.

1.7 NOTIFICATION

All communications hereunder shall be in writing to the person and address listed below. Notices to the University shall be sent to:

Ernie Olson
Illinois State University
1220 Purchasing
Normal, IL 61790-1220

1.8 METHOD AND RATE OF PAYMENT

The University will make payment(s) per the State of Illinois Prompt Payment Act. The University will only pay the invoice amount less any discrepancies the University reports. Payment schedule will be determined through this RFP and subsequent contract negotiations.

Billings must coincide with the fiscal year. For contracts awarded under this RFP, the first billing will cover the period from commencement of service to the end of that month. Subsequent billings will be provided at least monthly for the duration of the contract.

1.9 POST PERFORMANCE REVIEW

The proposer's performance will be evaluated on providing a knowledgeable sales representative, adequate equipment, trained technicians, and service provided. A review will be conducted with the sales representative/company each year. If delivery, service, or support prove to be unsatisfactory, or other problems arise, the contract may be canceled for cause. Failure of the University to exercise its right of termination for cause due to a Contractor's failure to perform as required in any particular instance shall not constitute a waiver of termination rights for any other instance of failed performance.

1.10 ETHICAL CONDUCT

It is expected that vendors for Illinois State University will adopt, both for themselves and their employees, the highest ethical standards in the industry. All vendors should become familiar with applicable State and Federal standards and/or statutes concerning ethical conduct in a business setting.

During this competitive process and after completion of award, all communications concerning the competitive process must be directed through the Purchasing Department contact.

It is also expected that once a contract has been awarded, vendors not receiving an award will not undertake any actions that might interfere with or be detrimental to the contractual obligations of the University. Any action by vendors not receiving an award that attempts to draw purchases of items that are the subject of this contract away from a vendor receiving an award, will be viewed as unethical conduct. The University reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a vendor. Such actions include, but are not limited to, established guidelines for campus visits by a vendor, restricting the solicitation of sales on campus by a vendor, and/or removal of a vendor from the institution's bidder's list(s).

1.11 RESPONDING TO THE RFP

The following documents must be submitted by respondent to be considered responsive:

- Signed Response to Appendix II - Pricing Documents
This should be submitted in a separate sealed package marked and identified as the pricing proposal for RFP # ER032012.
- Response to all documents in Appendix III, Forms
 - Contractor Certifications and Conflicts (must be signed)
 - Official certificate provided by the State Board of Elections must be included (#29)
Note: If respondent marks “No” to this certification and that respondent is exempt from this requirement, proof and an explanation of exempt status is required to be submitted with RFP response.
 - Disclosure of Business in Iran must be completed (#31)
 - IDHR number must be provided or applied for (#32)
 - Contractor Disclosures and Conflicts of Interest (must be signed)
 - Vendor/Contractor Use of Subcontractors (must be completed)

The following documents need to be submitted by respondent for complete consideration of your proposal:

- Signed acknowledgement of RFP document terms (section 1 and 2)
- Response to Appendix I - Specifications
- Provide copies of all agreements required to provide product and services to the University

1.12 FACTORS TO BE USED IN THE EVALUATION AND SELECTION PROCESS

The University will award the Contract to the responsible respondent whose Proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors and price set forth in this RFP.

The following factors, grouped by relative order of importance, will be used in the evaluation of the submitted proposals.

- Proposers expertise in Enterprise Architecture techniques
- Total cost to the University
- Demonstrates and conveys understanding of higher education environment and needs as it relates to enterprise resource planning
- Proposer’s experience, previous record of performance and service including references from other customers

- Proposed time schedule for deliverables
- Adequate resources

The inability of any company to meet the requirements of this proposal may be cause for rejection of a proposal.

The University reserves the right to reject any or all proposals or any part of a proposal for any reason, and make an award which, in the opinion of the University, best meets its needs. In the case of rejection of all proposals, Illinois State University reserves the right to solicit new proposals.

1.13 ON-SITE PRESENTATIONS/INTERVIEWS

The University may require that Proposer(s) designated as the finalist(s) provide a formal presentation of its proposed solution. It is anticipated that such presentations may last at least one day on the Illinois State University campus. Finalist(s) should be ready to provide presentations during late March-early April. An agenda will be established by the University and provided to the finalist(s) at least 1 week prior to the presentation. No Proposer will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Proposer.

After reviewing the written proposals, the University may conduct interviews with selected Consultants. Consultants may be asked to travel to Illinois State University at their own expense. Finalist(s) should be ready to participate in interviews during late March-early April. The date of these interviews will be determined to the mutual satisfaction of the University and Consultants. A schedule of interviews including the name and function of each individual involved from each party will be provided at least 24 hours in advance of the interview date.

1.14 FINAL CONTRACT NEGOTIATIONS

The University reserves the right to request best and final offers from one or more respondents. The University reserves the right to enter into a final negotiation with a respondent or respondents that submit the proposal(s) that appear to best meet the requirements of this RFP and serve the best interests of the University.

NOTE: The University reserves the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Contractors should therefore not rely on having a chance to discuss, negotiate, and adjust their proposals.

1.15 AWARD OF CONTRACT

The University will award the Contract to the Respondent(s) who has, in the opinion of the University, best-demonstrated competence and qualification for the type of products and services required at fair and reasonable prices and whose Proposal is deemed to be in the best interest of the University. The University reserves the right to make multiple awards to this RFP. It is the intent of the University to enter into negotiations with the

firm(s) whose proposal(s) is/are deemed most advantageous. The University reserves the right to award a contract(s) to a respondent(s) selected on a basis other than least cost. The University reserves the right to enter into contracts with other selected vendors for any and all services it deems necessary.

All contractual language from the vendor which the University will be asked to sign should be included in this RFP and vendor's proposal. All contractual language is subject to the laws of the State of Illinois.

The University reserves the right to accept or reject any or all proposals received as a result of this process or to cancel in part or in its entirety this RFP if it is in the best interest of the University. This process does not commit the University to award a contract, to pay any costs incurred in the preparation of any proposals or to procure or contract for the goods or services proposed.

SECTION 2 – GENERAL TERMS AND CONDITIONS

2.0 ADMINISTRATION OF CONTRACT

The Contract Representative will be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of the resulting contract. All matters of interpretation, approval, or scheduling will be directed to the University Contract Representative.

2.1 GOVERNING LAW (ILLINOIS)

Any resulting contract will be governed and construed in accordance with the laws of the State of Illinois and in the event of a dispute; laws of the State of Illinois will prevail. Venue will be in McLean County, Illinois.

The successful proposer agrees to comply with all laws, statutes, regulations, rulings or enactments of any governmental authority. The successful proposer will obtain (at its own expense) from third parties, including state and local governments, all licenses and permissions necessary for the performance of service.

2.2 AMENDMENTS

Any resulting contract will not be amended, modified, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the contract. Illinois State University may from time to time make changes in the services to be performed by issuing an amendment from its Purchasing Department to the proposer.

2.3 NON DISCRIMINATION

The parties agree that in the performance of any contract they will not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status, or handicap protected by law. Such action will include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a proposal, proposers certify that they will conform to the provisions of the Federal Civil Rights Act of 1965, as amended.

2.4 INDEMNIFICATION AND HOLD HARMLESS

The proposer will defend, indemnify and hold harmless Illinois State University, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the Vendor's or his subcontractors or any employee of any of them that provide performance under this contract.

2.5 PROPOSER LIABILITY

The Proposer will be liable for any associated costs of repairs for damage to buildings or other University property caused by the negligence of the proposer's employees or agents.

In no event will Illinois State University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished in your response or any resulting contract.

2.6 EARLY TERMINATION

Illinois State University has the right to terminate the contract with the proposer without penalty after the University submits a thirty (30) day written notice of termination to the proposer under the following circumstances:

2.6.1 Default of Proposer

It will be considered a default whenever the proposer:

- Defaults from the RFP in any way as instructed or specified.
- Disregards or violates material provisions of the contract documents or University instructions, or fails to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
- Declares bankruptcy, becomes insolvent, or assigns company assets for the benefit of creditors.

2.6.2 Convenience of the University

Illinois State University reserves the right to terminate the contract, without penalty, when termination of the contract is construed by the University to be in the best interest for serving the University and its students, faculty, and staff.

2.6.3 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.

2.7 NON-ASSIGNMENT

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

2.8 PRICING SCHEDULES

Proposer is to quote prices in accordance with specifications set forth in this document. Prices and other requested data must be stated in the requested format provided in Appendix II, Pricing Document. Proposer will be responsible for all errors and omissions.

2.9 PRICING VARIANCES

No invoices for extra charges, alterations, modifications, deviations, and extra orders will be recognized or paid except from a written change order from Illinois State University. The University will not authorize payments for changes, alterations, modifications, deviations, etc. that are a result of Vendor error.

2.10 PROPOSER PAYMENT/BILLING TERMS

Payments of invoices will be made pursuant to the Illinois State Prompt Payment Act (30ILCS540) (or a time frame determined by mutual consent) after receipt of invoice and approval by Illinois State University for each month of service completed.

2.11 CIVIL RIGHTS REQUIREMENTS

All proposers must be in compliance with the directives of the Illinois Human Rights Commission.

2.12 PATENT AND COPYRIGHT

The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder.

The Contractor and its Surety shall hold and save the University and their officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the contract including its use by the University, unless otherwise specifically stipulated and agreed to by the Director of Purchases.

2.13 OSHA COMPLIANCE

All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard (OSHA). All alleged violations and deviations from any State and Federal regulations or standards applicable to the items or services contained herein shall be reported to the Director of Purchases by the respondent. If a respondent fails to comply with all applicable State and Federal requirements after the respondent is awarded the contract hereunder, the respondent must notify the Director of Purchases by registered mail of any infraction of such requirements.

2.14 ENTIRE AGREEMENT

An agreement, when fully executed, will supersede any and all prior and existing agreements, either oral or in writing, and will contain all of the covenants and agreements between the parties with respect to the subject matter of this agreement. Any amendment or modification to this agreement must be in writing and signed by the parties hereto.

2.15 SEVERABILITY

It is understood and agreed that if any part, term, or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision to be invalid.

2.16 MODIFICATION OF SERVICE

The University reserves the right to upgrade specifications during the course of the contract. Any changes in pricing proposed by the proposer resulting from such upgrades are subject to acceptance by the University and must be stated in the contract.

In the event prices cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

2.17 PUBLICITY/ENDORSEMENT

Unless specifically authorized in writing by the University on a case-by-case basis, the proposer shall have no right to use, and shall not use, the name of the Board of Trustees of Illinois State University, its officials or employees, or the seal or marks of the University in advertising, publicity, or promotions; nor to express or imply any endorsement of your supplies or services.

2.18 INDEPENDENT CONTRACTOR

The proposer agrees that in all respects its relationship with the University will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the University or incur any obligation on the part of the University without written authority of the University.

2.19 SUBCONTRACTING

If you intend to use Subcontractors to perform any portion of the work required, you 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. This must be disclosed in Appendix III - Vendor/Contractor Use of Subcontractors.

Contractor may not use the services of other Contractors/Subcontractors not named in the Contractor's proposal without prior written permission of the University. If at any time during the term of the resulting contract, a contractor adds or changes any subcontractor,

he or she shall promptly notify, in writing, the University Contract Representative of the names and addresses and the expected amount of money each new or replaced subcontractor will receive.

2.20 SUBSTITUTIONS

Proposer shall not substitute materials or accessories without written consent of the University.

2.21 FORCE MAJEURE

Proposer shall not be held liable for delays in manufacturing or delivery resulting from any circumstances beyond proposer's reasonable control, not occasioned by proposer fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes aforesaid, the proposer shall notify the University without delay and any relief granted to the proposer shall be limited to an extension of delivery dates or times of performance to the extent caused.

2.22 PREVIOUS AGREEMENTS

This document and resulting purchase order and/or contract, cancels and supersedes any prior understandings or agreements between the party's relating to the subject matter hereof. The purchase order and/or contract, and the contained specification, incorporated by reference herein express the complete and final understanding of the parties with respect thereof, and may not be changed in any way except by an instrument in writing signed by both parties.

2.23 DISPUTES

Any dispute arising under this purchase order and/or contract which is not settled by agreement of the parties shall be settled in the state or federal courts of the State of Illinois. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under the purchase order, proposer shall proceed diligently with the performance of the purchase order in accordance with the decision of the University.

2.24 INSURANCE REQUIREMENTS

Vendor shall have applicable professional liability insurance in minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate. Such policy shall be occurrence type or if claims made policy shall be provided with 2-year "tail coverage". In addition vendor shall provide general liability insurance with minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate. Vendor must provide proof of insurance before an award is made.

The Contractor maintains appropriate insurance both in terms of coverage and amount to provide adequate protection to the University against claims arising out of the provision of the requested services.

If required under the terms of award or if work on any University property is to be performed by the Vendor/Contractor, the Vendor/Contractor 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 Vendor/Contractor 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 and Occupational Diseases (Part A)	Statutory Limits or Statutory Limits for the state in which the company is domiciled
Employer's Liability (Part B)	A minimum of \$500,000 per occurrence
B. Commercial General Liability (Including contractual liability) Sexual abuse/molestation will not be excluded.	A minimum of \$1,000,000 per occurrence
C. Commercial Automobile Liability, if applicable Combined Single Limit OR Bodily Injury: Property Damage:	A minimum of \$1,000,000 per occurrence A minimum of \$1,000,000 per occurrence A minimum of \$1,000,000 per occurrence
D. Errors and Omissions/Professional Liability	A minimum of \$1,000,000 per occurrence

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

With respect to the required Commercial General Liability insurance, The Board of Trustees of Illinois State University 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 Illinois State University is an additional insured for any liability incurred by the University arising from the activities of the Vendor/Contractor and/or Subcontractor perform work on behalf of the

Vendor/Contractor.” Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

The Vendor/Contractor shall furnish Illinois State University, Purchasing Division 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 University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the vendor/contractor shall not be deemed a waiver by the University.

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 the University.

2.25. PERMITS, LICENSES, TAXES, AND REGISTRATION

The proposer shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed.

The proposer must furnish certification of authority to conduct business in the State of Illinois as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

2.26. FEDERAL, STATE AND LOCAL TAXES

Purchases made by Illinois State University are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the successful proposer upon request.

2.27. PERFORMANCE BOND

The successful proposer may be required to furnish a performance bond. If required, the performance bond will be based on the amount of the contract. The successful proposer will be informed of the amount of contract they will be awarded, the proposer must provide Illinois State University with a performance bond before the contract will be signed.

2.28. POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

2.29. INTERPRETATION OF CONFLICTS

Should conflict occur, the proposer shall request an interpretation from the University before proceeding with the work. If a proposer fails to make such a request, no excuse will be entertained for failure to carry out the specified work in a manner satisfactory to ISU.

2.30. OWNERSHIP OF DOCUMENTS

Upon completion or termination of any agreement, all documents prepared by the Vendor, including but not limited to: tracings, drawings, estimates, specifications, field notes, investigations, studies and reports, shall become the property of Illinois State University. At the University's option, such documents will be delivered to the University Purchasing Department. The University acknowledges that the documents are prepared only for the contracted services specified. The University shall have a recognized proprietary interest in the work product of the proposer.

2.31. RIGHTS IN DATA FIRST PRODUCED UNDER THIS CONTRACT

Contractor agrees to assign all right, title and interest in artifacts and deliverables first produced under this Contract, including copyright, to the University. Contractor understands the University shall have the exclusive right to use such deliverables for any purpose, including but not limited to use, reproduction, distribution, sale, licensing, and sublicensing of the deliverables and the development of derivative works based in whole or in part on the artifacts and deliverables, without further compensation to Contractor. Other copyrightable works first produced under this Contract which are not specified as "deliverables" as well as deliverables not first produced under this contract, shall be owned by the Contractor but licensed to the University on a royalty-free basis for use in its programs of teaching, research and public service.

2.32. SIGNATURE

The undersigned agrees that the response to the Request for Proposal is a legal and binding offer, and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

Agency Name

Authorized Signature

Telephone

FAX

E-mail

Date

APPENDIX I - SPECIFICATIONS

The University desires to contract with a vendor established in the Enterprise Architecture Planning Partner field. The successful vendor must possess sufficient resources (financial, service and support) to satisfactorily perform the requirements of the contract in a manner commensurate with the scope of this project.

This Appendix I and Proposer's response to it will be incorporated into the final Contract.

A word formatted copy of Appendix I can be obtained by contacting Ernie Olson at ewolson@ilstu.edu.

To provide uniformity and to facilitate comparison of Proposals, all information submitted should clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted should be noted in the same sequence as its appearance in this RFP. It is not the responsibility of the University to search through the RFP response or long appendices to locate relevant information that may answer the questions listed below. Such responses may be considered "Non-responsive".

For each of the general requirements below, provide a brief statement of your ability to provide or deliver the proposed products and services as they exist at the date of your proposal.

Vendors should answer all the questions asked in this Appendix I.

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 "The Board of Trustees of Illinois State University on behalf of Enterprise Systems Support."

"Vendor", "proposer", "supplier", or "respondent," is defined as "any vendor that submits a bid in response to this proposal."

"Finalist," is defined as "a vendor that has progressed to final phases of the evaluation process."

"Successful Vendor," is defined as "the vendor whose proposal has been accepted for award by the University."

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."

"Electronic version" we mean "an electronic document submitted on CD or flash drive." Formal notification and form is defined as all requests can take place by means of any of these methods depending upon the context as stated in this RFP.

Glossary of Acronyms

AT - Administrative Technologies

EA - Enterprise Architecture
 ERP - Enterprise Resource Planning
 TOGAF - The Open Group Architecture Framework

1. VENDOR STRENGTH AND VIABILITY

1.1. Contact Personnel

Fill in the requested information for the following personnel:

	Primary Contact Person (if different from Respondent)	Person Authorized to Negotiate and Make Commitment for Respondent
Name		
Title		
Address		
Address		
Phone		
800		
Fax		
Email		
Signature		

1.2. Vendor's Statement of Contractual Disputes, Mergers and Acquisitions, and Legal Risk

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

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

1.3. Vendor Demographics

Year of incorporation/business registration	
Total number of employees	
Total number of technical support	

personnel	
Location of field offices	

1.4. Respondent's Client Base

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

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

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

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

1.4.3. The successful vendor should demonstrate a track record of long-term relationships with University customers.

1.4.3.1. Provide a listing of any clients (universities preferred) served in the last 3-year period. Include dates of engagement and a brief description of goods and services rendered.

1.4.3.2. What is the length of your longest uninterrupted customer contract for a University client?

1.4.3.3. How many of your current university customers have been your customers for 5 years? 10 or more years?

1.5. Description of Vendor Expertise in Enterprise Architecture Frameworks

Describe your experience and expertise in using enterprise architecture frameworks to guide the design and implementation of information systems. Explain how your

expertise differs from those of your competitors. Include the answers to the following questions in your response:

- 1.5.1. How long has your company been utilizing enterprise architecture frameworks?
- 1.5.2. How long have you been assisting clients with enterprise architecture framework implementations?
- 1.5.3. How many projects have your company used enterprise architecture frameworks to design and implement information systems? List the implementations per guidelines in section 1.4 of Section 1 (Pages 7-9).
- 1.5.4. How many companies has your company assisted in implementing enterprise architecture frameworks?
- 1.5.5. Have you published papers, articles, books, etc. on enterprise architecture? If so, provide the title, the date and the name of the journal, book, periodical, etc. of the publication.
- 1.5.6. How many individuals within your company are TOGAF9 certified (meaning that they have passed both the foundations and certification exams)?
- 1.5.7. Give a brief description of the evolution of your services for enterprise architecture.
 - 1.5.7.1. What was the date of your first enterprise architecture implementation?
 - 1.5.7.2. What was the date of your most recent enterprise architecture implementation?
 - 1.5.7.3. Describe major developments, enhancements, and modifications to the services that you propose.

1.6. Description of Vendor Expertise in Enterprise Architecture Planning

Describe your experience and expertise in advising companies and institutions on the implementation of large-scale, multi-project enterprise architecture initiatives. Explain how your expertise differs from those of your competitors. Include the answers to the following questions in your response:

- 1.6.1. How long has your company been advising clients on the implementation of enterprise architecture initiatives?
- 1.6.2. How many projects have your company advised clients on the implementation of enterprise architecture initiatives? List the implementations per guidelines in section 1.4 of Section 1 (Pages 7-9).

- 1.6.3. How many projects have your company advised clients on that included a business process management (BPM) component? List the implementations per guidelines in section 1.4 of Section 1 (Pages 7-9).
- 1.6.4. How many projects have your company advised clients on that included a business intelligence (BI) component? List the implementations per guidelines in section 1.4 of Section 1 (Pages 7-9).
- 1.6.5. How many projects have your company advised clients on that included the selection of an enterprise resource planning (ERP) system? List the implementations per guidelines in section 1.4 of Section 1 (Pages 7-9).
- 1.6.6. How many projects have your company advised clients on the simultaneous implementation of multiple projects? List the implementations per guidelines in section 1.4 of Section 1 (Pages 7-9).
- 1.6.7. How many individuals within your company are ITIL Expert qualified (meaning that they have passed both the foundations and all intermediate exams)?
- 1.6.8. How many individuals within your company are LEAN certified?
- 1.6.9. How many projects have your company advised clients on that included a technology architecture component (including strategic planning on the right-size infrastructure)? List the implementations per guidelines in section 1.4 of Section 1 (Pages 7-9).

1.7. Corporate Viability and Financial Status

All information provided will be used solely by Illinois State University for the purpose of evaluating the financial viability of the Respondent and will be held in the strictest confidence.

- 1.7.1. Provide the two most recent annual reports and two complete sets of audited financial reports.
- 1.7.2. Describe your corporate strategy for developing and selling your services in the enterprise architecture market. Your response should include your corporate long-term business strategy and should address your organization's vision and strategies for the future of the sector.
- 1.7.3. What is your share of the enterprise architecture market? Provide your firms' share of recent sales within the Enterprise Architecture Planning Partner market.

1.8. References for Respondent's Completed Enterprise Architecture Implementations

Respondent must provide a reference list of up to three implementations successfully completed at other clients (Higher Education preferred) in similar size

and scope as the University in the last 5 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:

- ☐ Client name
- ☐ Contact person
- ☐ Address
- ☐ Telephone number
- ☐ E-mail
- ☐ Project Implemented
- ☐ Start and completion dates of implementation
- ☐ Vendor services provided for in contract

1.9. References of Clients That Dropped Services

Respondent shall provide information on up to three clients at other clients who have discontinued services or dropped the products of the vendor 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:

- ☐ Client name
- ☐ Contact person
- ☐ Address
- ☐ Telephone number
- ☐ E-mail address
- ☐ Reason(s) for discontinuing use of product

2. QUALIFICATIONS

2.1. Executive Overview

Respondents should summarize their qualifications for working with the University, the unique strengths they would bring to the establishment of enterprise architecture, and general summary statistics about the firm, including a description of the firm, including its size, structure, disciplines, experience, and a profile of its philosophy and approach to university process improvement.

2.2. Business Qualifications Requirements

The purpose of the Business Qualifications Proposal section is to determine the experience and business expertise of the Consultant. Consultants should describe and offer evidence of ability to meet the following requirements.

2.2.1. Project Facilitation

Describe your Firm's ability to successfully facilitate projects of similar scope and duration. Consultant should provide corporate resumes describing prior similar projects in detail including the responsibilities of the Consultants as well as the outcome of the projects.

2.2.2. Consultant Personnel

2.2.2.1. Describe how your Firm will schedule consultant personnel for Illinois State University. Include a description of the time blocks that personnel will be assigned to work on site and how will personnel be made available to the University when they are not on site.

2.2.2.2. Provide a personnel roster and resumes for all proposed personnel who shall be assigned by the Consulting Firm to perform duties or services under the contract assuming a start date of April 2, 2012, can be achieved. The resumes shall detail each individual's title, enterprise architecture planning experience, certifications and qualifications (e.g., ITIL, TOGAF, and LEAN) education, current position with the Consulting Firm, and employment history.

2.2.2.3. Illinois State University reserves the right to interview each proposed consultant and the final selection of all consultant personnel is subject to final approval by Illinois State University. Indicate your firm's acknowledgment of this requirement.

2.2.3. Use of Subcontractors

Provide a statement of whether the Consulting Firm intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. Provide resumes for all subcontractor personnel detailing each individual's title, experience, education, current position with the Consulting Firm, and employment history. Summary information of subcontractor usage must also be presented in the appropriate form in Appendix III.

2.2.4. Maintain Stable Consulting Staff

Describe your Firm's approach and methods for retaining a stable consulting staff. Also, address plans you have for ensuring technical competence in a changing

technological environment and over the course of three-years plus annual renewals as needed.

2.2.5. Communication Methods

Describe techniques to be utilized for communicating to the University such matters as goals, objectives, status, and plans for the project. Discuss the importance of such communication and the methods that would be most effective.

2.2.6. Critical Success Factors

Describe, in the opinion of your Consulting Firm, the top five critical success factors (in priority order with #1 being most important) in an enterprise architecture initiative in the public sector (universities preferred). Discuss how you would help the University deal with each of these factors to mitigate the risk of failure.

3. Technical Requirements

The purpose of the Technical Requirements Proposal section is to determine the technical expertise of the Consultant. Consultants should describe and offer evidence of ability to meet the following requirements.

3.1. Methodology Overview

Provide a description of your approach to process improvement in a university setting, including details of proposed methodology. Include a detailed explanation for the University to understand how this methodology works and why it is well suited to the University's needs. Include how you would adapt your project schedule to meet the needs of an institution driven by an academic calendar as well as unforeseen project delays.

3.2. Knowledge Transfer

Describe how your firm will work with Illinois State University Business Process Analysts to ensure knowledge of the methodology and techniques is transferred to Illinois State University staff.

3.3. Sustainability

Provide a statement of how you would recommend that the University sustain the proposed methodology in terms of staffing, resources, governance, etc., over the long term.

3.4. Success Narrative

Provide a narrative that illustrates past successes, including transferability and sustainability, based upon references provided previously.

3.5. Communication and Involvement Methodology

Provide a statement of your recommended process for involving Illinois State University stakeholders. Include recommended process of dissemination of information about the process to enhance a positive environment conducive to achievement of the process improvement goals.

3.6. Software Tools

Provide information on a software tools, if required, that the University would be required to purchase in order to meet project goals. Provide pricing for these tools in Appendix II, Section 4 – Other Costs.

APPENDIX II - PRICING

This Appendix II and Proposer's response to it will be incorporated into the final Contract.

A word formatted copy of Appendix II can be obtained by contacting Ernie Olson at ewolson@ilstu.edu.

The vendor should provide sufficient details to permit the University to understand the basis of the quotation. At a minimum, the University requires detailed information on the relative cost of each product and service offered. Provide details of any discounts applied and all assumptions or requirement upon which prices are contingent. Pricing should include any educational discount provided to Higher Education clients.

The vendor's cost should be responsive to the requirements contained in Appendix I. However, in the event that additional services are required to achieve the vendor's proposed solution, those additional needs must be cited and priced. Further, each vendor should identify the costs associated with "add-ons" that are not required to satisfy the state RFP requirements but are available (from the vendor or from a third party) to extend service functionality and efficiency.

1. HOULY RATES

Provide expertise levels and hourly rates for services proposed.

NOTE: The vendor's cost should include travel and all other expenses in the hourly rate provided.

<u>Consultant Expertise</u>	<u>Level of Expertise</u>	<u>Hourly Rate</u>
<u>(i.e.) Enterprise Architect</u>	<u>Senior consultant</u>	<u>\$XX</u>

(Add lines as needed)

If hourly rate is dependent upon a fixed purchase quantity, that detail must be disclosed with this submittal.

If your firm offers discount pricing contingent upon purchases of “blocks of hours” or a tier pricing discount, provide that information here.

Quantity	Cost
_____	\$ _____
	\$ _____

2. PROGRAM PLAN

Based on the information provided in Section 1 - 1.4, your response as presented in Appendix I - 3, and hourly pricing in this Appendix II - 1, provide detailed projected program costs for Project Planning, Developing Specifications, Systems Implementation, Enterprise Architecture Planning, and Enterprise Architecture Mentoring.

If different types of consultants are used for any one task, please itemize separately. For example, under Methodology Establishment, you might include three different consultants, one for template development, another for communication, and yet another for LEAN techniques.

THE TABLE BELOW IS AN EXAMPLE

Project Planning	Expertise	Level	Number of Consultants	Hourly rate per Consultant	Program hours	Cost
EA Foundation	TOGAF	Senior	1	\$100	200	\$20,000
Technical Architecture Planning	TOGAF	Junior	2	\$ 75	500	\$75,000
Program Planning	Project Management	Junior	2	\$ 75	500	\$75,000
Developing Specifications		Junior	1	\$75	100	\$7,500
SubTotal Program Plan Cost						

PROGRAM PLAN COST (add lines as needed)

2.1 Project Planning	Expertise	Level	Number of Consultants	Hourly rate per Consultant	Program hours	Cost
SubTotal Program Plan Cost						

2.2 Developing Specifications	Expertise	Level	Number of Consultants	Hourly rate per Consultant	Program hours	Cost
SubTotal Program Plan Cost						

2.3 Systems Implementation	Expertise	Level	Number of Consultants	Hourly rate per Consultant	Program hours	Cost
SubTotal Program Plan Cost						

2.4 Enterprise Architecture Planning	Expertise	Level	Number of Consultants	Hourly rate per Consultant	Program hours	Cost
SubTotal Program Plan Cost						

2.5 Enterprise Architecture Mentoring	Expertise	Level	Number of Consultants	Hourly rate per Consultant	Program hours	Cost
SubTotal Program Plan Cost						

3. SUPPORT RENEWAL PERIODS

The initial contract will begin upon award and end June 30, 2015 (approximately 38 months). After the initial contract period, any renewal of the contract must have beginning and ending dates within or coinciding with the University's fiscal year (July 1-June 30). The contract should have renewable options of a 12 month contract for a maximum total contract term of

ten (10) years. Multi-year offers with annual payments may be considered if economically beneficial to the University.

Failure to Provide Pricing for Option Periods:

If you fail to provide pricing information for the requested option periods specified, any contract awarded to your firm will be limited to the initial term and cannot include any renewal options.

Conditions Under Which Options May be Renewed:

The University reserves the right to renew this Agreement for any or all of the renewal periods specified based on continuing need and favorable market conditions, when in the best interest of the University and with the consent of the proposer. The University also reserves the right to exercise any of the renewal options early or to exercise more than one option at a time with the consent of the proposer.

Illinois State University is interested in renewal options for years 4-9 (2015 through 2021) on all items included in the proposed solution. The University desires an option to renew this Contract annually for the period of July 1, 2015 through June 30, 2021 at the Proposal prices and stated conditions, contingent upon continuing need, and availability of funds. Please indicate your option offer below:

	Identify coverage period. Must coincide with fiscal year July 1 through June 30	Prices will remain firm for each fiscal year checked below	Prices may increase up to the maximum % for each fiscal year as indicated below	Prices will increase/decrease in relation to the CPI at the time of the contract renewal
First Renewal:	7/1/15 – 6/30/16	Yes____ No____	_____%	Yes____ No____
Second Renewal:	7/1/16 – 6/30/17	Yes____ No____	_____%	Yes____ No____
Third Renewal:	7/1/17 – 6/30/18	Yes____ No____	_____%	Yes____ No____
Fourth Renewal:	7/1/18 – 6/30/19	Yes____ No____	_____%	Yes____ No____
Fifth Renewal:	7/1/19 – 6/30/20	Yes____ No____	_____%	Yes____ No____
Sixth Renewal:	7/1/20 – 6/30/21	Yes____ No____	_____%	Yes____ No____

Cost increases shall be allowed only at the time option to renew is exercised.

4. OTHER COSTS

If there are other billable expenses associated with the execution of this project, please describe these here and estimate their costs (i.e. software tools).

Estimated Sub-total of Other Costs

5. MAXIMUM 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

Sub-total of Project Planning (section 2.1)

Sub-total of Developing Specifications (section 2.2)

Sub-total of Systems Implementation (section 2.3)

Sub-total of Enterprise Architecture Planning (section 2.4)

Sub-total of Enterprise Architecture Mentoring (section 2.5)

Sub-total of Other Costs (section 4)

Total of Proposal

6. SIGNATURE

By signing this Proposal, the Respondent signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP, the Respondent **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: _____ Date _____

Typed name of individual signing proposal

APPENDIX III – REQUIRED FORMS

ATTENTION: Failure to submit these forms could result in your proposal being considered non-responsive to this solicitation.

CONTRACTOR **CERTIFICATIONS AND CONFLICTS**

All subcontracts issued by Vendor under this Contract must include the Standard Qualifications, Certifications, Representations, and Disclosures Attachment.

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall reconfirm compliance with the following certifications by July 1 of each year that this contract remains in effect. All subcontractors shall reconfirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosure Attachment.

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor is not in default on an educational loan (5 ILCS 385/3).
3. **This does not apply to contracts with the state universities.** Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items (30 ILCS 105/15a).
4. Vendor is an existing legal entity, and **as applicable**: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
5. **This applies to service contracts and is otherwise not applicable.** Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.

6. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
8. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
9. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
10. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
11. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
12. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
13. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
15. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
16. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).

17. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
18. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
19. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
21. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
22. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
25. **This does not apply to contracts with the state universities.** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. The prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
26. **This applies to information technology contracts and is otherwise not applicable.** Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/iitaa (30 ILCS 587).
27. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which

may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

- a. the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- b. the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c. the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

28. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.

29. In accordance with 30 ILCS 500/20-160, Vendor certifies that either:

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

OR

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

30. Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.

31. **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 renewal offer the vendor, 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, which 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.

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

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

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

DHR Public Contracts Number: _____

Date of Expiration: _____

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

33. The Vendor acknowledges that this Contract may be voided if any of the certifications made herein by the Vendor are false.

34. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.

35. **This applies only if procuring university receives Medicare or Medicaid funding.** Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties

excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Contractor becomes excluded during life of this Contract.

36. The Contractor (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.
37. In accordance with the State Prompt Payment Act (30 Illinois Compiled Statutes 540), the University shall deny or approve a bill for payment within 30 days after physical receipt of the bill. A payment is late if the date of payment is not within 60 days after the date of approval of the contractor's bill. Interest is calculated at the rate of 1% per month, or a daily interest factor of .00033. Interest amounting to \$5 or less will not be paid by the University.
38. If this order includes printing services, the contractor certifies that its employees who are to produce the requested printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the order is to be performed. Unless otherwise indicated in the order documentation, any printing services provided must be made using soybean oil-based ink.
39. This contract is subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract. In the event of termination for lack of appropriation, payment will be made for services performed up to the effective date of termination.
40. Contractor/vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-102 et seq.), 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 employment opportunity clause of the Illinois Human Rights Act is incorporated herein (775 ILCS 5/2-105). Contractor/vendor 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 CFR 60-1, et seq.). Contractor/vendor agrees to incorporate this clause into all subcontracts under this contract.
41. Contractor/vendor certifies in accordance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/) that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work for the benefit of the State.
42. Contractor/vendor certifies that they, and all relevant subcontractors, are in compliance with the State of Illinois Procurement of Domestic Products Act (PA 93-0954).

The below only applies to Construction:

43. Contractor/vendor certifies in accordance with the State of Illinois Public Works Preference Act (30 ILCS 560/) and Employment of Illinois Workers on Public Works Act (30ILCS 570/) that every person who is charged with the duty of constructing of building any public works project or improvement for the State of Illinois shall employ only Illinois laborers, unless such are not available, or are incapable of performing the particular type of work involved.
44. Contractor/vendor certifies that they, and all relevant subcontractors and affiliates, are in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/), if applicable. Also, for printing services, if order is \$2,000 or more, employees who are to produce the printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the work is to be performed (30ILCS 500/25-60). Unless otherwise indicated, printing must be produced using soybean oil-based ink (50 ILCS 520/10).
45. Contractor/vendor certifies that they are in compliance with the requirement of 30 ILCS 500/30-22, which states: Construction contracts; responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:
 1. The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
 2. The bidder must comply with all applicable provisions of the Prevailing Wage Act.
 3. The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United State Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order NO. 11375.
 4. The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
 5. The bidder must have a valid certificate of insurance showing the following coverage's: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
 6. The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt of use of federal funds in support of such a project. By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Printed name: _____

Date: _____

CONTRACTOR
DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

A. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k ☐, 20f ☐, or 40f ☐

Proceed to Section 2.

OR

- B. If Vendor is a privately held corporation with more than 400 shareholders

These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- C. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☐ No
2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
☐ Yes ☐ No
3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less ____ >0.5 to 1.0% ____ >1.0 to 2.0% ____ >2.0 to 3.0 % ____ > 3.0 to 4.0% ____ %
>4.0 to 5.0% ____ and in additional 1% increments as appropriate ____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) _____

Name: _____

Address: _____

- ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. 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 reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

- (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.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

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

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

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

VENDOR/CONTRACTOR USE OF SUBCONTRACTORS

SUBCONTRACTORS: Vendor will or may use subcontractors ☐ Yes ☐ No

1. Vendor shall identify in this section the names and addresses of all subcontractors to be utilized by Vendor in the performance of the Contract, together with the anticipated amount of money each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, “subcontractors” are those specifically hired to provide to the Vendor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including subleases from a lessee of a State agency.
2. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. It is preferred that the subcontract be provided in PDF format and be sent to:

Buyer:	<u>Insert Buyer Name</u>
Address:	<u>Purchasing Office, 1220 Campus Box, Normal, IL 61790-1220</u>
Phone:	<u>(309) 438-7611</u>
Email:	<u>Buyerulid@ilstu.edu</u>

3. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer (care of the person identified in 2. Above) of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. Any subcontracts entered into prior to award of the Contract are done at the Vendor’s and subcontractor’s risk.
5. All subcontracts must include the **Standard Qualifications, Certifications, & Disclosures Attachment**, completed by the subcontractor. Contractors should copy these forms from this contract document and insure they are included and provided as part of all subcontracts
6. List all subcontractor information including name, address, phone, email, and anticipated amount to be paid on the following page.

SUBCONTRACTORS

Name	Address	Phone	Email	Percentage of Assignment to Project

SUBCONTRACTOR
STANDARD QUALIFICATIONS, CERTIFICATIONS, REPRESENTATIONS, & DISCLOSURES
ATTACHMENT

Subcontractors shall, as a material requirement and condition of this contract, be and remain in compliance with this attachment.

If this is a multi-year subcontract, including the initial term and all optional renewals, subcontractor shall reconfirm compliance with this Attachment by July 1 of each year that this subcontract remains in effect.

Subcontractor shall obtain from all subsequent subcontractors a statement of compliance with these provisions.

Should Subcontractor or its subcontractors fail to be or remain in compliance, the subcontract may be void by operation of law or the subcontract may be voidable at the option of the state. Violation of certain provisions may also be a civil or criminal offense.

If any subsection is not applicable to this subcontract it shall be ignored and may be noted as not applicable without affecting the remaining subsections.

1. Subcontractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this subcontract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Subcontractor is not in default on an educational loan (5 ILCS 385/3).
3. **This does not apply to contracts with the state universities.** Subcontractor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that subcontracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Subcontractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that subcontracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items (30 ILCS 105/15a).
4. Subcontractor is an existing legal entity, and **as applicable**: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State. (30 ILCS 500/1.15.80)
5. **This applies to service subcontracts and is otherwise not applicable.** To the extent there was an incumbent Subcontractor providing the services covered by this subcontract and the employees of that Subcontractor that provide those services are covered by a collective bargaining agreement, Subcontractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the subcontract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this subcontract (30 ILCS 500/25-80).

6. Subcontractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Subcontractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Subcontractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
8. If Subcontractor, or any officer, director, partner, or other managerial agent of Subcontractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Subcontractor further certifies that it is not barred from being awarded a subcontract and acknowledges that the State shall declare the subcontract void if this certification is false (30 ILCS 500/50-10.5).
9. Subcontractor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Subcontractor and its affiliates acknowledge the State may declare the subcontract void if this certification is false (30 ILCS 500/50-11) or if Subcontractor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
10. Subcontractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the subcontract being declared void.
11. Subcontractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a subcontract. If the State later determines that this certification was falsely made by the Subcontractor, the Subcontractor acknowledges that the State may declare the subcontract void (30 ILCS 500/50-14).
12. Subcontractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Subcontractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
13. Subcontractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Subcontractor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
15. Subcontractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
16. **This applies to subcontracts for public works or the maintenance thereof and is otherwise not applicable.** In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a subcontract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

17. Subcontractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Subcontractor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the subcontract. This certification applies to subcontracts of \$5000 or more with individuals and to entities with 25 or more employees (30 ILCS 580).
18. **This applies to subcontracts that exceed \$10,000 (30 ILCS 582) and is otherwise not applicable.** Neither Subcontractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce.
19. Subcontractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Subcontractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
21. Subcontractor does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
22. Subcontractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the subcontract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Subcontractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the subcontract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Subcontractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated”.
25. **This does not apply to contracts with the state universities.** Subcontractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Subcontractors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
26. **This applies to information technology subcontracts and is otherwise not applicable.”** In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this subcontract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.

27. In compliance with Section 20-65 of the Illinois Procurement Code (30 ILCS 500/20-65), Subcontractor shall maintain books and records relating to the performance of the subcontract and necessary to support amounts charged to the State under the prime contract. Books and records, including information stored in databases or other computer systems, shall be maintained by the subcontractor for a period of three years from the later of final payment under the term of the subcontract or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Subcontractor shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the prime contract for which adequate books and records are not available to support the purported disbursement. Subcontractor shall not impose a charge for audit or examination of the Subcontractor's books and records. If federal funds are used to pay prime contract costs, the Subcontractor must retain its records for five years. Subcontractor shall take reasonable steps to insure that any of its subcontractors are in compliance with the requirements of this section.
28. Subcontractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Subcontractor from having or continuing the subcontract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Subcontractor's obligation under this subcontract. Subcontractor shall not employ any person with a conflict to perform under this subcontract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Subcontractor or the subcontract, Subcontractor certifies it has disclosed that information to the State if required, on forms provided by the State. Subcontractor further certifies that the procuring agency has provided proof of waiver and filing with the Secretary of State and the Comptroller in accordance with applicable law and rule. A waiver is required if:
- a. the person intending to subcontract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b. the subcontract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c. the subcontract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- ☐ Subcontractor certifies it has no conflicts of interest.

OR

- ☐ Subcontractor certifies it has a potential conflict of interest. If checked, provide the following information:

Name of each conflicted individual: _____

Nature of the conflict: _____

Name of the State agency that is associated directly or indirectly with the conflicted individual: _____

Procuring agency has provided me with a copy of the conflicts waiver and proof of filing with SOS and Comptroller.

29. Subcontractor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Subcontractor will not make a contribution that will violate. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the subcontract term, whichever is longer.

30. In accordance with section 20-160 of the Illinois Procurement Code, Subcontractor certifies as applicable:

☐ Subcontractor is not required to register as a business entity with the State Board of Elections.

or

☐ Subcontractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. **A copy of the current valid certificate of registration issued by the State Board of Elections is attached.**

31. Use of lobbyist: Subcontractor acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this subcontract.

☐ Subcontractor has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this subcontract.

or

☐ Subcontractor has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the subcontract:

Name and address of person: _____

All costs, fees, compensation, reimbursements and other remuneration paid to said person:

Subcontractor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration.

SUBCONTRACTOR
CONFLICT OF INTEREST DISCLOSURES

Instructions. Subcontractor shall disclose financial interests, potential conflicts of interest and subcontract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or subcontract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the subcontract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

There are 5 sections to this form, and each must be completed in order to submit complete information.

Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the subcontract if the bid or offer is successful. As required by 30 ILCS 500/50-2, Subcontractors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below. HOWEVER, if a Subcontractor submits a 10K, they must still must complete Sections 3, 4 and 5 and submit the disclosure form.

If the Subcontractor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Subcontractor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Subcontractor.

This disclosure information is submitted on behalf of (show official name of Subcontractor, and if applicable, D/B/A and parent):

Name of Subcontractor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-13 Conflicts of Interest

All Subcontractors must complete this section regardless of the dollar value of the subcontract or method of procurement. Even if you mark "No Conflict of Interests" you still need to complete Sections 2, 3, 4 and 5 of this form.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any subcontract, or any direct pecuniary interest in any subcontract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any subcontract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such subcontract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such subcontract or direct pecuniary interest therein.

Check One:

☐ No Conflicts Of Interest

- ☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 50-35 Disclosure of Financial Interest in the Subcontractor.

Subcontractors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

(d) If Subcontractor is a Publicly traded corporation subject to SEC reporting requirements

- i. Subcontractor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k ☐, 20f ☐, or 40f ☐.

- ii. Subcontractor shall identify each subcontract, pending subcontracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or subcontract reference number (Attach additional pages as necessary. Show "none" if appropriate).

OR

(e) If Subcontractor is a privately held corporation with more than 400 shareholders

- i. These Subcontractors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.
- ii. Subcontractor shall identify each subcontract, pending subcontracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or subcontract reference number (Attach additional pages as necessary. Show "none" if appropriate).

OR

(f) If Subcontractor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- iii. For **each individual** having any of the following financial interests in the Subcontractor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.
1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☐ No
 2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
☐ Yes ☐ No
 3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No
 4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage* or dollar amount of your ownership or distributive share of income:_____
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)_____

Name: _____

Address: _____

*For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (Dollar value fields must also be completed when applicable):

0.5% or less____ >0.5 to 1.0% ____ >1.0 to 2.0%____ >2.0 to 3.0 %____ > 3.0 to 4.0%____%

>4.0 to 5.0%____and in additional 1% increments as appropriate _____%

- iv. In relation to individuals identified in item I above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Subcontractor's contract. 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 Yes ☐ No ☐

registered with either the Secretary of State or the Federal Board of Elections.

(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 reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

OR

☐ I have determined that no individuals associated with this organization meet the criteria that would require the completion of Subsection ii.

Representative Lobbyist/Other Agent

Is the Subcontractor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid ,offer or subcontract?

Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Debarment/Legal Proceeding Disclosure

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from subcontracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above are checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Current and Pending Subcontracts

Does the Subcontractor have any subcontracts pending subcontracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government?

Yes ☐ No ☐

If yes, please identify each subcontract, pending subcontract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or subcontract reference number.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

Taxpayer Identification Number:

Social Security Number _____

Or

Employer Identification Number _____

Legal Status (check one):

- | | |
|---|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Estate or trust |
| ☐ Legal Services Corporation | ☐ Pharmacy (Non-Corp.) |

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing
tax classification)
medical and/or health care services

☐ Limited Liability Company (select applicable

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

☐ Corporation NOT providing or billing
medical and/or health care services

This Standard Qualifications, Certifications, Representations, & Disclosures Attachment is submitted on behalf of:

(Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

ILLINOIS STATE BOARD OF ELECTIONS NOTICE

Please Read Carefully Before Responding.

YOU MUST PROVIDE YOUR COMPANY'S BOARD OF ELECTIONS REGISTRATION CERTIFICATE WITH YOUR BID RESPONSE.

Compliance with Public Act 095-0971 (Registration with State Board of Elections)

If you wish to submit a bid or proposal in response to this solicitation you must certify your compliance with the registration requirements of the Act by checking the appropriate box on the Contractor Certifications & Conflicts form, section #29.

If you have not already reviewed Public Act 095-0971, which went into effect on January 1, 2009, we strongly recommend that you do so immediately. The Act is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971>.

The Act was amended by P.A. 095-1038 effective March 11, 2009, and the amendment is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-1038>.

If you do not certify your compliance with the Act and provide a copy of the registration certificate issued to you by the State Board of Elections if you are required to register, your bid or proposal may not be accepted by the University. You must be registered with the Board of Elections prior to bid opening. THERE IS NO GRACE PERIOD ALLOWING FOR REGISTRATION WITH THE BOARD OF ELECTIONS AFTER BID OPENING.

If you are exempt from this requirement, proof and an explanation of exempt status is required to be submitted with the bid response.