

## **REQUEST FOR PROPOSAL**

**RFP # ER040611**

For

**ILLINOIS STATE UNIVERSITY**

**Extract, Transformation, and Load Solution**

### **PROPOSAL DUE**

April 6, 2011  
2:00 PM Local Time  
Illinois State University  
1220 Purchasing Office  
100 South Fell, Suite D  
Normal, IL 61790

### **CONTACT PERSON**

Ernie Olson  
1220 Purchasing  
Illinois State University

Phone: (309) 438-7611  
Fax: (309) 438-5555  
E-Mail: ewolson@ilstu.edu

## Schedule for Proposal

|                                   |                                                                                                                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Send Out Proposal:                | March 21, 2011                                                                                                                                                                       |
| Questions about the Proposal Due: | March 25, 2011<br>2:00 PM Local Time<br><br>Ernie Olson<br>1220 Purchasing<br>Illinois State University<br>Normal, IL 61790-1220<br>Fax: (309) 438-5555<br>E-Mail: ewolson@ilstu.edu |
| Respond To Questions:             | March 28, 2011                                                                                                                                                                       |
| Proposal Due:                     | April 6, 2011<br>2:00 PM Local Time<br><br>Illinois State University<br>1220 Purchasing<br>100 S. Fell Avenue<br>UPC, Suite D<br>Normal, IL 61790-1220<br>Attn: Ernie Olson          |
| Evaluation of Proposal:           | April - June, 2011                                                                                                                                                                   |
| Anticipated Contract Date:        | July, 2011                                                                                                                                                                           |

**NOTE: Proposer must complete the enclosed Vendor Disclosure of Financial Interest form, Iran Statement, and State Board of Elections Certification form. Failure to complete and return these forms with Proposer's response will result in its being considered non-responsive to this solicitation.**

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

Discussions may be conducted with offerers 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.

Effective January 1, communications regarding the specifications of this solicitation, which are not given in a public forum, are subject to public reporting. Questions regarding where the bid is to be mailed, the date and time of the opening or how to obtain a copy of the solicitation or any other procedural question will not need to be reported. The disclosure of the inquiries that need to be reported will include the name, address, phone number and email address of the person and firm making the inquiry. The reporting of this information will be published on the Procurement Policy Board website: <http://www2.illinois.gov/ppb/Pages/default.aspx>

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

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 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.

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.

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

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## **SECTION 1**

### **1.0 NEED FOR SERVICE**

The Board of Trustees of Illinois State University on behalf of the University Office of Administrative Technologies (“University” or “Administrative Technologies”) is seeking Proposals from qualified firms (“Proposers”) to provide an extract, transformation, and load solution which will provide mapping of data sources to operational data stores (ODS), data warehouse (EDW) and data mart target fields and the actions to edit, validate, and transform the data using automated techniques industry standard techniques.

### **1.1 OVERVIEW**

Illinois State University currently houses enterprise data in several source systems. These systems include PeopleSoft Human Capital Management (HCM) [set to go live in July 2011] (Oracle), Datatel Colleague Financials (Unidata), and a student information system on the mainframe (DB2). The University is concurrently undertaking an Enterprise-wide business intelligence project, the primary intent of which is to provide clients with reporting and ad hoc query capability to ERP data in both an Enterprise Data Warehouse and Operational Data Store. The target client/server configuration for business intelligence projects will be Oracle RDBMS on Power enterprise-class servers running AIX.

Other initiatives within Business Intelligence and Technology Solutions (BITS) include re-platforming the student, financial, and staffing data marts from DB2 to Oracle, creation of a student grade reporting operational data store (ODS), building supporting tables for custom enterprise applications (such as, the Budget Management and Reporting System), and moving data from VSAM files and DB2 tables from the mainframe to Oracle.

### **1.2 DURATION OF CONTRACT**

The initial contract will be for the period June 1, 2011 through June 30, 2012. 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 annual renewable options of a 12 month contract for a maximum total contract term of ten (10) years.

### **1.3 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>.

Suppliers 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 supplier to submit a response to a posted requirement in an electronic format. Any supplier

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 suppliers 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 supplier that is not appropriately registered with the issuing University.

#### **1.4 SUBCONTRACTORS**

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.

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 will 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.

#### **1.5 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

#### **1.6 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 be monthly to ISU Student Health Services depending on agreement. For contracts awarded under this RFP, the first billing will cover the period from July 1, 2011 to July 31, 2011. Subsequent billings may cover up to one month period.

#### **1.7 POST PERFORMANCE REVIEW**

The proposer's performance will be evaluated on providing a knowledgeable representative, trained technicians, and service provided. A review will be conducted

with the representative/firm each year. If service or support proves 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. The proposer's performance will be evaluated throughout the term of the contract, based on the proposal accepted by the University.

## **1.8 ETHICAL CONDUCT**

It is expected that suppliers for Illinois State University will adopt, both for themselves and their employees, the highest ethical standards in the industry. All suppliers 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).

## **1.9 RESPONDING TO THE RFP**

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

- Signed acknowledgement of RFP document terms (Section 1 and 2)
- Response to Appendix I, requirements.
- 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 # ER0040611.
- Response to all documents in Appendix III - State Required Documents
  - Contractor Certifications and Conflicts (must be signed)
    - State Board of Elections certificate must be included (#29)
    - Disclosure of Business in Iran must be completed (#31)
    - IDHR number must be provided (#32)
  - Contractor Disclosures and Conflicts of Interest (must be signed)
  - Vendor/Contractor Use of Subcontractors (must be completed)

- Insurance Requirements (if applicable)
- Provide copies of all agreements required to provide product and services to the University.

#### **1.10 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.

Product Specifications, Performance, Usability and Administration  
 Technical Support Services  
 Vendor Strengths and Viability  
 Pricing and Multi-year Rate Guarantees  
 Quality and Completeness of Response

The inability of any responding entity 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 without any stated 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.

#### **1.11 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 and award the contract to the respondent(s) submitting the proposal that best meets the requirements of this RFP and serves the best interests of the University. The University reserves the right to award a contract to a supplier (or multiple suppliers) selected on an overall best response basis considering all criteria and not solely on the basis of apparent lowest product cost.

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.

#### **1.12 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/compensation 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.

The University considers the proposal to contain all necessary contractual language and prefers that no additional contracts or contractual language be added. All contractual language from the vendor which ISU will be asked to sign must be included in this bid 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 sixty (60) 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 community 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. PRIVACY COMPLIANCE**

All items or services to be furnished hereunder shall meet all applicable local, state, and federal laws and requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA). All alleged violations and deviations from any local, state or federal laws, regulations, or standards applicable to the items or services contained in your RFP shall be reported to the University Privacy Office and the Director of Purchases by the respondent. If a respondent fails to comply with all applicable local, state, and federal laws and requirements after the respondent is awarded the contract hereunder, the respondent must

notify the University Privacy Officer by registered mail of any infraction of such requirements. The vendor awarded the contract and any subcontractor agrees to sign and adhere to the requirements of Illinois State University HIPAA Business Associate Agreement (Attachment A).

#### **2.15. 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.

#### **2.16. 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.

#### **2.17. 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.

#### **2.18. 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.

#### **2.19. 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.

#### **2.20. 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.

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.

#### **2.21. SUBSTITUTIONS**

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

#### **2.22. 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.

#### **2.23. PREVIOUS AGREEMENTS**

This document and resulting purchase order and/or contract, cancels and supersedes any prior understandings or agreements between the parties 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.

#### **2.24. 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.

#### **2.25. INSURANCE REQUIREMENTS**

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. Evidence of such insurance may be required prior to the issuance of any award.

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<br>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<br>(Including contractual liability)<br>Sexual abuse/molestation will not be excluded.     | A minimum of \$1,000,000 per occurrence                                                                                               |
| C. Commercial Automobile Liability, if applicable<br>Combined Single Limit<br>OR<br>Bodily Injury:<br><br>Property Damage: | A minimum of \$1,000,000 per occurrence<br><br>A minimum of \$1,000,000 per occurrence<br><br>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.

## **2.26. 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.

## **2.27. 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.

## **2.28. 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.

## **2.29. 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.

## **2.30. 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 satisfactory manner.

## **2.31. 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.

**2.32. REQUIRED DOCUMENTS**

The attached Disclosure of Financial Interest, Legal Status, Iran Statement, and State Board of Elections forms must be completed and returned by the proposer with their response. Failure to provide the completed Disclosure of Financial Interest form may cause a proposer to be considered “non-responsive”.

**2.33. STATE BOARD OF ELECTION CERTIFICATION**

The attached State Board of Election Certification must be completed and returned by the proposer with their response. Failure to provide the completed State Board of Election Certification form may cause a proposer to be considered “non-responsive”.

The proposer must certify that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it has submitted a copy of the Certificate of Registration to the Chief Procurement Officer for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c) it acknowledges a continuing duty to update the registration. Any contracts entered into with a contractor by the University are voidable under the Procurement Code if contractor fails to comply with the requirements of Section 20-160.

**2.34. 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

email

---

Date

---

## APPENDIX I - SPECIFICATIONS

Illinois State University is seeking an extraction, transformation, and load product or product suite that provides an automated solution that meets the plan requirements of Administrative Technologies to build and maintain both an Operational Data Store and Enterprise Data Warehouse and to maintain a metadata repository quickly and easily. These products must support as many of our sources as possible in order to minimize manual staff intervention in the data migration and conversion processes. It is essential that these products are fluent in both mainframe and client/server technologies and are both robust in function and performance and conservative in resource requirements and usage.

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 Amy Hackley at [aclock@ilstu.edu](mailto:aclock@ilstu.edu).

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. Only graphical figures such as system architecture schematics and other graphical representations may appear at the end of the responses and they must be clearly numbered and referenced in the text of the response. It is not the responsibility of the 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 following requirements, 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 must 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 the University Office of Administrative Technologies.

"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.

## **1. VENDOR STRENGTH AND VIABILITY RESPONDENT INFORMATION**

### **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 Products that You Are Recommending to the University) in Last Three Years.

|                   | In the US | In Other Countries | In Total |
|-------------------|-----------|--------------------|----------|
| Number of clients |           |                    |          |

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

|                                    | In the US | In Other Countries | In Total |
|------------------------------------|-----------|--------------------|----------|
| Number of higher education clients |           |                    |          |

1.4.3 The successful vendor must demonstrate a track record of long-term relationships with customers with computing environments similar to the University.

- 1.4.3.1 Provide a listing of any similar clients served in the last three-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 similar installation?
- 1.4.3.3 How many of your current systems customers have been your customers for 5 years? 10 or more years?

#### **1.5. Description of Vendor Expertise in providing pathology services**

Describe your experience and expertise in providing extract, transformation, and load services. Explain how your expertise differs from those of your competitors.

#### **1.6. Respondent's 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.

- 1.1.6.1 Provide the two most recent annual reports and two complete sets of audited financial reports.

#### **1.7. Respondent References**

##### **1.7.1. References for Respondent's Completed (proposal name) Implementations**

Respondent must provide a reference list of up to three organizations where the services as described in this RFP are currently being delivered 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
- ☐ Product Implemented or Service Provided
- ☐ Start and completion dates of implementation
- ☐ Vendor services provided for in contract

#### **1.7.2. References for Product Implementations in Progress**

Respondent must provide a reference list of organizations where services as described in this RFP are currently in progress. The respondent certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references. For each reference, please provide the following information:

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

#### **1.7.3 References of Clients That Dropped Services**

Respondent shall provide information on up to three clients at other organizations 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. SPECIFICATIONS**

### **2.1 Scope of Services**

Illinois State University is seeking an extraction, transformation, and load product or product suite that provides an automated solution that meets the plan requirements of Administrative Technologies to build and maintain both an Operational Data Store and Enterprise Data Warehouse and to maintain a metadata repository quickly and easily. These products must support as many of our sources as possible in order to minimize manual staff intervention in the data migration and conversion processes. It is essential that these products are fluent in both mainframe and client/server technologies and are both robust in function and performance and conservative in resource requirements and usage.

The Mainframe Data Transition (MDT) project will migrate all mainframe data currently housed on either disk or tape to client/server, with the intention of de-commissioning the mainframes at the conclusion of this project. Mainframe data currently exists in VSAM and DB2 formats.

Planning and business requirements gathering for the new Enterprise Architecture (ERP, ODS and EDW) are in progress. The primary emphasis of initial phases of this project will be the development of an Operational Data Store plus the initial modules of an Enterprise Data Warehouse, however, later phases may result in the provision of specialized data marts or limited subject star schemas or dimensional cubes. The ETL product selected by the University must be capable of supporting both simple and complex constructs and environments.

The ETL product must also provide a metadata strategy. The University intends to provide users with information about reports that includes description of each column/row, the source of the data in the column/row, description of intended use and developer information. Ad hoc users querying a warehouse database will have access to attribute and table level information, i.e. business names, source and transformation information, purpose and intended use. Metadata is more useful when it is integrated into the products used to retrieve the report or data, rather than being developed as a separate catalog, as on a metadata Web site.

### **2.2 Proposers Qualifications and Other Required Information**

For each of the following, the Vendor must indicate how the proposed services will comply with the following specifications:

- 2.2.1. Provide the history and philosophy of your work with other similar clients and the experience you have with providing extract, transformation, and load solutions. Provide sufficient detail to demonstrate your thorough knowledge and understanding of the services needed.
- 2.2.2. Provide resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in the RFP, including, but not limited to:
  - Technical training and education
  - General Experience
  - Specific experience with services being offered
  - Qualifications and abilities to perform the services being offered

## **2.3 Product Specifications**

### **2.3.1. GENERAL**

- 2.3.1.1. List names and descriptions of extract, transform, and load products for proposed solution.
- 2.3.1.2. Indicate industry ratings for each product, e.g. Gartner, Forester
- 2.3.1.3. What distinguishes the products recommended in this response from other vendors' products in the same market?
- 2.3.1.4. Indicate latest available gross sales and net income derived from each product listed above in 2.3.1.1.

### **2.3.2. ARCHITECTURE**

- 2.3.2.1. Provide an architectural overview of proposed extract, transform, and load solution. Include the engines (server and client), intermediate staging areas, and the metadata component.
- 2.3.2.2. Describe the architecture of each of the functional components, i.e., data extraction, data capture, data cleansing, data transformation, data load. On which platform is each of these functions specified? On which platform is each of these functions performed?
- 2.3.2.3. Provide a description of the underlying technology used to perform the transformations.
- 2.3.2.4. Describe product architecture relevant to the University's configuration, requiring support for DB2, Oracle, MS SQL Server, Unidata, and others Describe product's integration with front-end processes or products, such as SAS, Oracle Discoverer, MS Access, MS Excel, Crystal Reports. Provide details.

- 2.3.2.5. Describe product's integration with Gartner-identified Business Intelligence products produced by Microsoft, Oracle, Microstrategy, IBM, Information Builders, SAS, QlikTech, and SAP. Provide details.
- 2.3.2.6. Diagram and describe a hypothetical hardware & software configuration to support your product solution for Illinois State given the information provided in this RFP.
  - 2.3.2.6.1. Hardware tier
  - 2.3.2.6.2. Connectivity (network & communication protocols)
  - 2.3.2.6.3. Processing tier
  - 2.3.2.6.4. Integration points for products
  - 2.3.2.6.5. Data tier (and flow of data across platforms – Oracle target)
- 2.3.2.7. Describe the characteristics of the primary product engine. On which platform is the primary engine implemented? What are the engine's resource requirements? Is the engine configurable? Does the engine natively support multi-threaded processes? What other performance features does the engine provide or enable? Does the engine support in-memory processing? If the engine is or can be structured to run on multiple platforms provide similar detail for each.
- 2.3.2.8. List and describe APIs, not previously listed in responses, used to integrate your product with 3rd party vendors.

### 2.3.3. PRODUCT FUNCTIONALITY

- 2.3.3.1. Describe the product's set of built-in functions. Can new functions be defined and applied globally to all product processes?
- 2.3.3.2. Describe the product's support for sort/merge functionality. If 3rd party tools are required, explain how these tools/utilities are interfaced into the product.
- 2.3.3.3. Describe the product's support for date functions. Can two-character date fields be automatically expanded to include century? Are proprietary date formats supported? Can logic and arithmetic operations be performed on date fields?
- 2.3.3.4. Describe the product's error handling functionality. Can error-handling logic be defined in each functional module? Can error-handling mechanisms be tailored to particular processes? Can errors be captured and suspended for analysis and subsequent correction and application?
- 2.3.3.5. Describe the product's auditing and logging functionality. Are all sessions logged centrally? Can either logs or audit trails be retained, printed or reported? What statistics are standardly captured and reported during a session or a process? Are these configurable by session or process?
- 2.3.3.6. Describe the product's ability to re-use data extraction, migration, transformation and/or load processes. Describe the storage mechanism for these scripts or worklists. Can scripts or worklists be versioned? Can scripts or worklists be migrated, copied or duplicated for modification to other sources and targets?

### 2.3.4. PERFORMANCE AND SCALABILITY

- 2.3.4.1. Does each product take advantage of multiple processors and parallel processing? Explain how this is implemented or achieved.

- 2.3.4.2. Does the product have restrictions on the number of processes that can be run concurrently. If so, please explain the restrictions.
- 2.3.4.3. List performance or benchmark tests that have been conducted with your products. Include all relevant details, such as the hardware and software configuration, components of your software that were utilized in the test, test script listings, descriptions of the transactions used to perform the tests, response times of various components, percentage of resource capacities utilized by the tests, and any bottlenecks identified. Who conducted or audited the test?
- 2.3.4.4. Have all components of your proposed solution been subjected to performance/benchmark tests? Please list any that have not been tested or measured.
- 2.3.4.5. Would you be willing to complete performance testing on any components required by this RFP that have not been evaluated or have not been tested with the volume of transactions specified?

#### 2.3.5. DATA CLEANSING AND TRANSFORMATION

- 2.3.5.1. Describe the infrastructure or mechanism to store transformation logic and rules?
- 2.3.5.2. Describe product's support for Business rule export functionality. What formats are supported?
- 2.3.5.3. Is there an API or method allowing the integration of user defined and built validation and cleansing programs? If so, which languages and platforms are supported?
- 2.3.5.4. Is there an archival mechanism for maintaining history for business rules? Is the process automated?
- 2.3.5.5. Describe the error handling and audit capabilities during the data purification or cleansing process.

#### 2.3.6. METADATA

- 2.3.6.1. Describe the metadata architecture, design, requirements and capabilities.
- 2.3.6.2. Describe cross-platform communication architecture, identifying required network and communication protocols, database connectivity and middleware for supporting metadata maintenance operations.
- 2.3.6.3. Explain support for data model import and export from modeling software.
- 2.3.6.4. Does the repository support the storage of business rules, data cleansing and data transformation rules? Is versioning supported for procedural objects? Is the process automated?
- 2.3.6.5. Is it possible using the metadata management functionality to model multiple data marts in addition to maintaining a global model of the data warehouse? Can the data be shared between the multiple repositories? Describe the functionality for managing the multiple repositories. Is automated bi-directional update provided?
- 2.3.6.6. Is the metadata active or passive in controlling and maintaining the objects in the Data Warehouse?

- 2.3.6.7. Is there support for external physical definitions to be added? Explain level of support.

#### 2.3.7. USABILITY

Are standard transformation templates provided with the product? If yes, explain strategy and usage of the templates.

### 2.4 Product Administration and Management

- 2.4.1. Describe the administrative requirements for the products. If the solution is a suite of products, is there a common console to administer all products?
- 2.4.2. What administrative support facilities are provided?
  - 2.4.2.1. Administration/Management
  - 2.4.2.2. Versioning and Archival
  - 2.4.2.3. Print functionality
  - 2.4.2.4. Reporting capability
  - 2.4.2.5. Transformation logic
  - 2.4.2.6. Business rules
- 2.4.3. Describe product packaging, including server and client (workstation) components, how each product and component is licensed, how many instances of each product and component may be deployed per license, per server, per workstation and per intent, i.e., Production, Development, Training, Test, QA, etc.
- 2.4.4. Does the ability exist to centralize and distribute reports produced by the product?
- 2.4.5. How is job control coordinated across multiple platforms?
- 2.4.6. Can this package use existing batch facilities native or available on the supported platforms? If so, please list the job scheduling products that are specifically supported and indicate what level of integration exists. (i.e., automated JCL scripts, etc.)
- 2.4.7. Describe how security works in your product.
- 2.4.8. Are there facilities to manage authorizations to the multiple data sources and targets?
- 2.4.9. Does the ability exist to centralize logs, traces and exception reports from work flow/task control, extract, load, transform & cleanse processes?
- 2.4.10. Does the product provide backup/disaster recovery capabilities?
- 2.4.11. Does the product support relational integrity in failure and restart scenarios?
- 2.4.12. Describe the product's support for the ODS and Data Warehousing environment.
- 2.4.13. Indicate available warranty and/or performance guarantees for each product.

### 2.5 Implementation Support

- 2.5.1. Describe in detail what types and levels of implementation support services are available –e.g., telephone, onsite, etc. Indicate implementation support for each product in your proposal. Does your company provide on-site installation assistance for each product? Are implementation plans available for each product? Indicate length of assistance commitment.

- 2.5.2. Define services explicitly not covered by implementation support services.
- 2.5.3. Describe the expected implementation time frame. Is implementation support restricted to some maximum period of time? Is your company prepared to deliver general implementation services such as on-site installation and configuration, administrator training as well as test development and testing during summer/fall 2011 timeframe when the University plans to implement this infrastructure?
- 2.5.4. Is implementation support available at multiple sites if the purchased products are installed at multiple locations?
- 2.5.5. Describe any prerequisites incumbent upon the University prior to the acquisition of implementation support – e.g., administrator training, required certifications, etc.
- 2.5.6. Describe how the determination is made that the products are fully and successfully implemented and that the agreement for implementation support has been entirely fulfilled.

## **2.6 Operational Support**

- 2.6.1. Describe types and levels of operational support services available for the recommended solution and products.
- 2.6.2. Describe the availability of telephone support; which hours on which days. Indicate whether 24X7 in-person English-language support is available 365 days per year. Indicate where Customer Support Centers are located and hours of operation for each. Indicate whether a different support contract is required for different days of the week, different times of the day or holiday support. If so, describe in detail the different options available based on these criteria. Indicate the number of support technicians at each Support Center and the average number of years' experience of each technician.
- 2.6.3. Do you restrict who can call from a customer site for technical assistance by maintaining a list of official contacts? Do you limit the number of staff on that list, if it exists?
- 2.6.4. If applicable, describe whether after hours support is available and define the fee structure (hourly rate, per incident charge, etc.).
- 2.6.5. Describe the staff base for operating support. How many staff consultants are knowledgeable about each of the products recommended in this response? Are expert product consultants available on short notice? What is the hourly rate for expert product consultants?
- 2.6.6. Is your telephone support phone number toll-free?
- 2.6.7. Describe your telephone support service level agreements with your customers. How quickly will you return a telephone call?
- 2.6.8. Describe support services available via an Internet web site. Does your Internet support service include access to a knowledge base of customer questions and solutions? Can support calls be initiated from your web site?
- 2.6.9. If applicable, describe your Internet support service level agreements with your customers. How quickly will you respond to a request for service initiated via your web site?
- 2.6.10. Describe the availability of onsite support. Under what circumstances can the University request onsite support? Under what circumstances, if any, will your company escalate a

service call to onsite support? Does your company support for this solution include the option of remote access for your staff to the University of Illinois, enabling them to participate in problem determination / resolution in the event your on site consulting support requires additional assistance? Is this a basic or optional feature of your support structure?

- 2.6.11. If applicable, describe your onsite support service level agreements with your customers. What is the guaranteed response time (technician on our site)? Describe the circumstances in which expert, on-site consulting support will be available to assist in resolving emergency production problems, particularly service outages and performance tuning issues.
- 2.6.12. Under what circumstances are questions/issues escalated to a higher level of support? Can the University request that an incident be escalated to a higher level of support?
- 2.6.13. If support services are proposed to be subcontracted, provide names and address of all subcontractors and the cost of each of those components that will be received under this contract.

## **2.7 Software Maintenance and Terms**

- 2.7.1. Software Maintenance Agreement. Describe the benefits to which the University is entitled when it purchases a software maintenance agreement for your company's products. Describe in detail how fixes and patches are announced and delivered. Are your customers automatically notified on the issuance of each and any of these types of information?
- 2.7.2. Problem Filing. Describe problem filing procedures, priorities, service level agreements and escalation procedures, including additional fees if applicable.
- 2.7.3. Termination of Maintenance on Products. Describe your firm's approach to terminating or discontinuing the availability of software maintenance on products. Describe the amount of notice provided to the University when maintenance will be discontinued. Describe the process by which the University will learn about software maintenance being discontinued on specific products.
- 2.7.4. Interruption and Expiration. Describe any consequences or fees, reinstatement or other, which may be incurred by the University in the event that the software support agreement is interrupted by expiration, and the University decides to purchase another term of support.
- 2.7.5. If maintenance services are proposed to be subcontracted, provide names and address of all subcontractors and the cost of each of those components that will be received under this contract.

## **2.8 Upgrades, Additions and Expiration Terms**

- 2.8.1. Tool Upgrades. Describe the upgrade strategy used by your firm to upgrade tools and make upgrades available to clients. Explain any migration tools or migration paths that you provide. Describe the frequency at which upgrades are provided, pricing policy, and methods to communicate the availability of software upgrades.
- 2.8.1. New Product Release in Series. The selected vendor will provide the Illinois State University any new software products as part of the contract, provided software is in a

series included in the contract. Describe the process by which the University will learn about new software modules in a covered series being released for acquisition under the contract.

2.8.1. Product Roadmap. Describe how your firm will keep the University up to date on the latest roadmap for the product.

2.8.1. Termination of Products. Describe your firm's approach to terminating or discontinuing the availability of products. Describe the amount of notice provided to clients when products or product support will be dropped. Describe the process by which the University will learn about products or services being considered for termination by the Vendor. How long do you support previous software releases?

## **2.9 Licensing**

2.1.1 License Terms. Describe the various licenses that would be required to run your software. Indicate the requirements for site/University licenses, server licenses, client licenses, and any distinction between per-seat, individual, and/or concurrent connection licenses. Describe which operations can be performed with any client license that is more restrictive than a full-access license. Are licenses required for servers or other components whose only purpose is to provide fail-over capabilities? Are licenses required for mirrored servers or software (if that is the method employed for fault-tolerance assurance)?

2.1.2 License Duration. Are licenses purchased or leased? Will the University have the right to run the software in perpetuity at the version level extant when the license was obtained? Or are yearly renewals of the license(s) necessary?

2.1.3 Third Party Licenses. Do the software licenses obtained from the Vendor include licensing rights for any underlying operating systems, databases, or other software components associated with operating your solution?

## **2.10 Technical Documentation**

Describe the technical documentation provided with each product. Is documentation available on CD or online? Is documentation available online or on the Web? Are Support Center problem reports and resolutions posted online? Provide samples to support your response.

## **2.11 Education and Training**

2.11.1 Identify the baseline skill set required for Illinois State University staff that will be supporting products recommended in this response. What roles, other than administrator and operator, are required in support of the products recommended in this response?

2.11.2 Describe the availability and content of training classes offered in support of the products you are proposing for the University. Provide recommendations as to appropriate training classes by role, such as product administrators, product trainers, and product support staff.

- 2.11.3 Provide a class schedule with locations for your training classes through the end of the calendar year 2012.
- 2.11.4 Do third parties also offer these classes? If so, what schedule, cost and availability information can you provide?
- 2.11.5 Indicate whether training material on the proposed products is available for purchase. Indicate material content, format, and costs.
  - 2.11.5..1 Indicate what kinds of documentation (both end user and administrator) are available.
  - 2.11.5..2 Is on-line help available? Are on-line help screens customizable?
- 2.11.6 Is a comprehensive, interactive media course available for all tools of the solution?
- 2.11.7 Is certification on tool required/available as part of the education package?

### 3. TECHNICAL REQUIREMENTS

#### 3.1 Introduction

The following pages list the functions and specifications the University is seeking to fulfill with an extract, transform, and load solution. This requirements list will be part of the basis on which an assessment will be made regarding the degree of “fit” between the University’s needs and desires and the respondent’s solution. *Please consider only the products for which you are proposing for this RFP.*

The list is organized into specifications, which apply to specifications that fit with each of the major functions to be fulfilled. Use the following response codes for each item:

**A = Standard – currently supported** in distributed release of product – NO MODIFICATION or manual process is required  
**B = Standard – partially** supported in distributed release of product – partial functionality is in place (additional manipulation must occur)  
**C = Future** – planned for next release of product  
**D = Requirement cannot be met** – no plans to meet it at this time

In all instances where B or C is the appropriate selection, the respondent must provide detail, including providing any additional cost that may be necessary. Adding detail is recommended for all specifications if the response is not absolute.

The “**REQUIRED**” criteria are indicated with “**(R)**” preceding the specification. The recommended software must meet these requirements. Failure to do so is grounds for disqualification. All other criteria, although not strict requirements of the product, are nonetheless important. The vendor should make every effort to satisfy them. **All criteria must be addressed.** The University will review the responses to determine which one offers the most comprehensive solution that adheres to the stated requirements and desirables listing.

#### 3.2 Architecture and Execution Platforms

| REF. | SPECIFICATIONS                                                                         | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|----------------------------------------------------------------------------------------|---------------------------|----------------------------|
| A    | <b>SERVER</b>                                                                          |                           |                            |
| A.1  | <b>(R)</b> Product executes on current production version of IBM AIX or Windows Server |                           |                            |
| A.2  | <b>(R)</b> Product is run on Oracle11g platform                                        |                           |                            |
| A.3  | <b>(R)</b> Product exploits Oracle11g features:                                        |                           |                            |
|      | Parallel server                                                                        |                           |                            |
|      | Referential integrity features                                                         |                           |                            |

|     |                                                                                                                                           |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| A.4 | (R) Product executes on this platform:                                                                                                    |  |  |
|     | MVS                                                                                                                                       |  |  |
|     | Unix (AIX)                                                                                                                                |  |  |
|     | Windows Server                                                                                                                            |  |  |
|     | <b>CLIENT</b>                                                                                                                             |  |  |
| A.5 | (R) User interface for the product is executes on this platform:                                                                          |  |  |
|     | (R) Unix                                                                                                                                  |  |  |
|     | (R) Windows 7                                                                                                                             |  |  |
|     | Windows XP                                                                                                                                |  |  |
|     |                                                                                                                                           |  |  |
|     | OS/X                                                                                                                                      |  |  |
| B   | <b>COMMUNICATION</b>                                                                                                                      |  |  |
| B.1 | (R) Product supported communication protocols:                                                                                            |  |  |
|     | (R) TCP/IP                                                                                                                                |  |  |
|     |                                                                                                                                           |  |  |
|     |                                                                                                                                           |  |  |
| C   | <b>METADATA REPOSITORY</b>                                                                                                                |  |  |
| C.1 | (R) Metadata repository resides on this database platform:                                                                                |  |  |
|     | (R) Oracle                                                                                                                                |  |  |
|     |                                                                                                                                           |  |  |
|     | MS SQL Server                                                                                                                             |  |  |
|     |                                                                                                                                           |  |  |
|     |                                                                                                                                           |  |  |
| D   | <b>OTHER</b>                                                                                                                              |  |  |
| D.1 | (R) Product executes on current production version of, Web Logic, Apache, and/or MIIS (Microsoft Internet Information Server) web servers |  |  |
| D.2 | Web server can be run on separate platform from business application server                                                               |  |  |

### 3.3 Data Sources and Targets

| REF. | SPECIFICATIONS                              | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|---------------------------------------------|---------------------------|----------------------------|
| A    | (R) Product imports these data source types |                           |                            |
|      | (R) Oracle                                  |                           |                            |
|      | (R) MS SQL Server                           |                           |                            |

|   |                                                                                                                                           |  |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|   | (R) MVS/DB2                                                                                                                               |  |  |
|   |                                                                                                                                           |  |  |
|   |                                                                                                                                           |  |  |
|   | (R)                                                                                                                                       |  |  |
|   | (R) MVS/VSAM files                                                                                                                        |  |  |
|   |                                                                                                                                           |  |  |
|   | (R) Unix files                                                                                                                            |  |  |
|   | (R) DOS files                                                                                                                             |  |  |
|   | (R) MS SQL Server                                                                                                                         |  |  |
|   | (R) IBM Unidata                                                                                                                           |  |  |
| B | (R) Product exports these data target types                                                                                               |  |  |
|   | (R) Oracle                                                                                                                                |  |  |
|   | MS SQL Server                                                                                                                             |  |  |
|   | MVS/DB2                                                                                                                                   |  |  |
|   |                                                                                                                                           |  |  |
|   |                                                                                                                                           |  |  |
|   |                                                                                                                                           |  |  |
|   | MVS/VSAM files                                                                                                                            |  |  |
|   |                                                                                                                                           |  |  |
|   | Unix files                                                                                                                                |  |  |
| C | (R) Product supports automatic physical database schema retrieval for Oracle, MS SQL Server, and DB2                                      |  |  |
| D | (R) Product interfaces with ErWin data modeling software                                                                                  |  |  |
| E | (R) Standard EDI (Electronic Data Interchange) transaction sets are supported by the product                                              |  |  |
| F | Product has change data capture feature to run against logs                                                                               |  |  |
| G | Product supports ROLAP database architecture                                                                                              |  |  |
| H | Product supports MOLAP database architecture                                                                                              |  |  |
| I | Product supports hybrid OLAP database architecture                                                                                        |  |  |
| J | Product requires intermediate conversion when importing data from these sources: (e.g., flat file conversions and use of ODBC connection) |  |  |
|   | Oracle                                                                                                                                    |  |  |
|   | -MS SQL Server                                                                                                                            |  |  |
|   | MVS/DB2                                                                                                                                   |  |  |
|   |                                                                                                                                           |  |  |
|   |                                                                                                                                           |  |  |
|   |                                                                                                                                           |  |  |

|   |                                                                                               |  |  |
|---|-----------------------------------------------------------------------------------------------|--|--|
|   | MVS/VSAM files                                                                                |  |  |
|   |                                                                                               |  |  |
|   | Unix files                                                                                    |  |  |
|   | DOS files                                                                                     |  |  |
|   | MS SQL Server                                                                                 |  |  |
|   | IBM Unidata                                                                                   |  |  |
| K | OLE (Object Linking and Embedding) and DDE (Dynamic Data Exchange) are support by the product |  |  |

### 3.4 Product Functionality

| REF. | SPECIFICATIONS                                                                             | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|--------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| A    | <b>(R)</b> Product includes extract and data capture functionality                         |                           |                            |
| B    | <b>(R)</b> Product includes data transformation functionality                              |                           |                            |
| C    | <b>(R)</b> Product includes data cleansing functionality                                   |                           |                            |
| D    | <b>(R)</b> Product includes data load functionality                                        |                           |                            |
| E    | <b>(R)</b> Product supports invocation of user exit procedures at any point in ETL process |                           |                            |
| F    | <b>(R)</b> Product provides support for time-based scheduling                              |                           |                            |
| G    | Product provides support for event-based scheduling                                        |                           |                            |
| H    | Product supports the following data and file formats and conversions:                      |                           |                            |
|      | EDI                                                                                        |                           |                            |
|      | HTML                                                                                       |                           |                            |
|      | XML                                                                                        |                           |                            |
|      | Message files                                                                              |                           |                            |
|      | Web activity logs                                                                          |                           |                            |
|      | Clickstream data                                                                           |                           |                            |
| I    | Product supports the following file characteristics and conversions:                       |                           |                            |
|      | Fixed length                                                                               |                           |                            |
|      | Delimited files                                                                            |                           |                            |
|      | Files containing occurs clauses                                                            |                           |                            |
|      | Files containing repeating groups                                                          |                           |                            |
|      | Multi-record file structures                                                               |                           |                            |
|      | Variable-length files                                                                      |                           |                            |
| J    | Product supports mass update for specific columns of                                       |                           |                            |

|   |                                                                                                         |  |  |
|---|---------------------------------------------------------------------------------------------------------|--|--|
|   | a table                                                                                                 |  |  |
| K | Product provides capability to detect updates between two records                                       |  |  |
| L | Product respects and preserves referential integrity in data extraction processes                       |  |  |
| M | Product supports conditional updating of extracted data                                                 |  |  |
| N | Product supports invocation of user exits or utility processes before and after load processing         |  |  |
| O | Product supports the following logical constructs within data extraction and transformation strategies: |  |  |
|   | If -- then -- else                                                                                      |  |  |
|   | Do while loops                                                                                          |  |  |
|   | EQ, NE, LT, GT, LE, GE                                                                                  |  |  |
|   | CASE processing                                                                                         |  |  |
|   | Boolean logic                                                                                           |  |  |
| T | Product supports the following operational modes:                                                       |  |  |
|   | Intelligent update                                                                                      |  |  |
|   | Update else insert                                                                                      |  |  |
|   | Automatic full refresh                                                                                  |  |  |
|   | Manual full refresh                                                                                     |  |  |
|   | Automatic capture of updated data only                                                                  |  |  |
|   | Manual capture of updated data only                                                                     |  |  |
|   | Capture of updated data only on either source or target                                                 |  |  |

### 3.5 Performance And Scalability

| REF. | SPECIFICATIONS                                                                                               | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|--------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| A    | <b>(R)</b> Product supports in-memory processing                                                             |                           |                            |
| B    | <b>(R)</b> Product exploits use of multiple processors (symmetric multiprocessing)                           |                           |                            |
| C    | <b>(R)</b> Product can automatically split tasks into multiple parallel processes to accomplish multitasking |                           |                            |

### 3.6 Data Cleansing and Transformation

| REF. | SPECIFICATIONS | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|----------------|---------------------------|----------------------------|
|------|----------------|---------------------------|----------------------------|

|   |                                                                                                                                                             |  |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| A | (R) Business rules and edits can be specified and maintained                                                                                                |  |  |
| B | (R) Product provides data validation functionality                                                                                                          |  |  |
| C | (R) Product supports automated mass change functionality for business rule content                                                                          |  |  |
| D | (R) Product supports mechanism to perform mass update capability to all targets mapped to a <i>changed</i> business rule – mass update capability at target |  |  |
| E | (R) Product generates error log or transaction file for data that does not meet transformation logic criteria                                               |  |  |
| F | (R) Product generates error log or transaction file for data that does not meet referential integrity constraints of target DBMS                            |  |  |
| G | (R) User defined validation rules are defined and stored within the product framework                                                                       |  |  |
| H | (R) Product captures and maintains transformation logic and rules                                                                                           |  |  |
| I | (R) Product supports versioning for transformation logic and rules                                                                                          |  |  |
| J | Product supports versioning for data definitions                                                                                                            |  |  |
| K | Product supports the following data manipulations:                                                                                                          |  |  |
|   | String functions                                                                                                                                            |  |  |
|   | Date functions                                                                                                                                              |  |  |
|   | Time functions                                                                                                                                              |  |  |
|   | Currency                                                                                                                                                    |  |  |
|   | Arithmetic expressions                                                                                                                                      |  |  |
|   | Conditional rules                                                                                                                                           |  |  |
| L | Product supports data value substitutions                                                                                                                   |  |  |
| M | Product can identify and handle:                                                                                                                            |  |  |
|   | Missing data                                                                                                                                                |  |  |
|   | Non-numeric data                                                                                                                                            |  |  |
|   | Invalid dates                                                                                                                                               |  |  |
|   | Null exceptions                                                                                                                                             |  |  |

### 3.7 Metadata

| REF. | SPECIFICATIONS                                                    | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|-------------------------------------------------------------------|---------------------------|----------------------------|
| A    | (R) Product generates and maintains a central metadata repository |                           |                            |

|   |                                                                                                |  |  |
|---|------------------------------------------------------------------------------------------------|--|--|
| B | (R) The metadata structure is documented for client usage                                      |  |  |
| C | (R) Product has an open metadata exchange architecture                                         |  |  |
| D | (R) XML can be imported and exported from the repository                                       |  |  |
| E | (R) The metadata component provides standard reporting capabilities                            |  |  |
| F | (R) Third party query and reporting products can be integrated with product to access metadata |  |  |
| G | (R) Product supports import and export of DDL to 3 <sup>rd</sup> party products                |  |  |
| H | Product provides end-user access to metadata                                                   |  |  |
| I | The metadata repository is CWM compliant                                                       |  |  |
| J | The metadata repository is or OIM compliant                                                    |  |  |
| K | Authorization links for data sources and targets are maintained in the repository              |  |  |

### 3.8 Usability

| REF. | SPECIFICATIONS                                                                               | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|----------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| A    | (R) Self service interface is delivered with product                                         |                           |                            |
| B    | (R) Self service interface is integrated with consistent look and feel across all components |                           |                            |
| C    | (R) Graphical User Interface has consistent look and feel across all components              |                           |                            |
| D    | (R) Exception reports are provided at time of mass change                                    |                           |                            |
| E    | (R) Test cases and test scripts with expected results are provided                           |                           |                            |
| F    | <b>ONLINE HELP</b>                                                                           |                           |                            |
| F.1  | (R) Online help is provided at the system, screen, and field levels                          |                           |                            |
| F.2  | (R) Online help is context-sensitive                                                         |                           |                            |
| F.3  | (R) Online help can be tailored and customized by the user                                   |                           |                            |
| F.4  | (R) Index to all online help topics is provided                                              |                           |                            |
| F.5  | (R) Initial help text for all fields is provided                                             |                           |                            |
| G    | <b>INSTALLATION/RELEASE MANAGEMENT</b>                                                       |                           |                            |

|     |                                                                                                            |  |  |
|-----|------------------------------------------------------------------------------------------------------------|--|--|
| G.1 | <b>(R)</b> A packaged prototype environment including sample data is provided                              |  |  |
| G.2 | <b>(R)</b> Wizards or experts are provided for vanilla installation of product                             |  |  |
| G.3 | <b>(R)</b> Vendor provides products for automated migration of customizations to new releases and versions |  |  |
| G.4 | <b>(R)</b> Wizards or experts are provided to facilitate product upgrades including customizations         |  |  |
| G.5 | <b>(R)</b> Release and version upgrades can be applied selectively by module                               |  |  |
| G.6 | Wizards provided for migration and transformation process                                                  |  |  |
| G.7 | Selected release and version upgrades can be skipped                                                       |  |  |
| G.8 | Maintenance releases are packaged into cumulative mega patches by module                                   |  |  |

### 3.9 Product Administration and Management

| REF. | SPECIFICATIONS                                                                                                                                                                   | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| A    | <b>(R)</b> Product administration is decentralized and may be performed from multiple physical locations                                                                         |                           |                            |
| B    | <b>(R)</b> Product provides batch scheduling component or integrates with production scheduling products                                                                         |                           |                            |
| C    | <b>(R)</b> Product provides support for workflow integration                                                                                                                     |                           |                            |
| D    | <b>(R)</b> Functionality is provided to create reusable workflow objects                                                                                                         |                           |                            |
| E    | <b>(R)</b> Product has capability to produce event driven notification of events                                                                                                 |                           |                            |
| F    | <b>(R)</b> Debug and trace functionality is provided to facilitate problem determination and performance tuning for task control, extract, load, transform and cleanse processes |                           |                            |
| G    | Product provides dedicated console                                                                                                                                               |                           |                            |
| H    | Functionality is provided to create visual mappings of workflow                                                                                                                  |                           |                            |
| I    | Workflow can be business rule driven                                                                                                                                             |                           |                            |
| J    | Product supports time-out based on:                                                                                                                                              |                           |                            |
| K    | Can vary based on module level                                                                                                                                                   |                           |                            |
| L    | Can vary based on period of inactivity                                                                                                                                           |                           |                            |

|     |                                                                                  |  |  |
|-----|----------------------------------------------------------------------------------|--|--|
| M   | <b>SECURITY</b>                                                                  |  |  |
| M.1 | Product allows access to all functions based on one sign-on ID per user          |  |  |
| M.2 | Sign-on ID is defined and exists on only one platform in the system architecture |  |  |
| M.3 | Product security rules can be associated with a defined group                    |  |  |
| M.4 | Security authorizations can be delegated from on sign-on ID to another           |  |  |
| M.5 | Security rules can be defined at the functional level                            |  |  |
| M.6 | Operator sign-ons and sign-offs are logged in a displayable audit trail          |  |  |
| M.7 | Product requires only database owner level of database security                  |  |  |

### 3.10 Implementation and Support Services

| REF. | SPECIFICATIONS                                                                                                             | RESPONSE<br>A / B / C / D | DETAIL SUPPORTING RESPONSE |
|------|----------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| A    | <b>(R)</b> Vendor provides 24 X 7 in-person English language technical support 365 days per year                           |                           |                            |
| B    | <b>(R)</b> Product updates automatically upgrade product implementation to new version or release, respecting data content |                           |                            |

## **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 Amy Hackley at [aclock@ilstu.edu](mailto:aclock@ilstu.edu).

The vendor must 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 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.

Information submitted for these sections must clearly refer the appropriate section and must be provided in the sequence indicated.

### **1. PRODUCT PRICING**

Each pricing option (A through C) must define and include pricing for the vendor's software products, and any 3<sup>rd</sup> party product required as part of the proposed solution.

#### **1.1 Initial Environment**

Provide a detailed pricing proposal for the following scenario. Vendors should quote their best price for a standard package that supports requirements outlined in Appendix I of the RFP response.

##### **1.1.1. Initial Physical Environment**

###### **1.1.1.1. Production – Option 1**

- a. IBM P6/550 Servers
- b. AIX 6.1 LPARs

###### **1.1.1.2. Production – Option 2**

- a. Dell PowerEdge servers/Intel processors
- b. VMware Vsphere 4 virtual environment
- c. Windows Server 2008 or RedHat Linux

###### **1.1.1.3. Storage**

- a. IBM N-Series SAN
- b. 15K RPM FiberChannel drives or 15K RPM SAS drives

###### **1.1.1.4. Production – DBMS and Data Sources**

- a. Mainframe (IBM Z/890)

- VSAM
  - DB/2
  - b. Potential miscellaneous Unix and DOS files and MS Access databases from sources yet to be determined
- 1.1.2. Test Environment  
Same hardware architecture as chosen above (IBM P-Series or Intel)  
20 users
- 1.1.3. Demonstration and Training Environment  
Same hardware architecture as chosen above (IBM P-Series or Intel)  
30 users

Subtotal of Scenario A \_\_\_\_\_

## 1.2 Future Environment

Provide a detailed pricing proposal for the information from scenario A however, incorporate the following production upgrades and growth projections. Vendors should quote their best price for a standard package that supports requirements outlined in Appendix I of the RFP response.

- 1.2.1. Production Upgrades or Growth Projections
- a. Hardware upgrade to an all Intel server environment with an appropriate combination of standalone and VMware virtualized servers
  - b. Client environment – 500 potential users

Subtotal of Scenario B \_\_\_\_\_

## 1.3 University Site License

Provide detailed pricing based on a University site license for use of the software. Vendors should be very specific in this area, indicating if there are different pricing arrangements based upon individual software components or bundling of software. Also indicate all terms and conditions for this type of the pricing.

Subtotal of Scenario C \_\_\_\_\_

## 2. ADDITIONAL PRICING QUESTIONS

- 2.1. If the University already owns your product(s), will the University need to buy another license?
- 2.2. Do any of the pricing options include training or training credits?
- 2.3. If use of the product or support services are based on a billing method, provide the details of those requirements.
- 2.4. Do you agree to extend these pricing offers for additional licenses and services purchases placed within one year after the original order? Yes \_\_\_\_ No \_\_\_\_

### 3. SERVICE PRICING

If alteration of the bidder's standard software is necessary to meet the requirements as stated within this proposal, this cost must be included within estimated customization.

#### Customization

Indicate hourly rate \_\_\_\_\_

Indicate daily rate \_\_\_\_\_

Estimated hours required to customize project \_\_\_\_\_

Sub-total of Customization \_\_\_\_\_

#### Consulting Rates

(As required outside of Installation/Customization)

Indicate hourly rate \_\_\_\_\_

Indicate daily rate \_\_\_\_\_

#### Installation Rates

Indicate hourly rate \_\_\_\_\_

Indicate daily rate \_\_\_\_\_

Estimated hours required to install product \_\_\_\_\_

Sub-total of Installation \_\_\_\_\_

#### Training

Indicate hourly rate \_\_\_\_\_

Indicate daily rate \_\_\_\_\_

Estimated hours required to train general product user \_\_\_\_\_

Estimated hours required to train Product Administrator \_\_\_\_\_

Sub-total of Training for Product Administrator \_\_\_\_\_

Sub-total of Training for Ten (10) Product Users \_\_\_\_\_

**Sub-total of All Services** \_\_\_\_\_

#### 4. TRAVEL EXPENSES

Travel expenses will be reimbursed at rates in accordance with the Illinois State University guidelines available upon request. The cost of travel will be figured in the overall analysis of your response.

Provide a description of the basis on which travel and living expenses will be calculated for any support personnel who may be assigned to this project.

Sub-total Travel \$ \_\_\_\_\_

#### 5. OTHER COSTS

If there are other billable expenses associated with the execution of this project, please describe these here and estimate their costs.

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Estimated sub-total of Other Costs \_\_\_\_\_

#### 6. 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

Subtotal of Scenario A (Section 1.1) \_\_\_\_\_

Subtotal of Service (Section 3) \_\_\_\_\_

Subtotal of Travel (Section 4) \_\_\_\_\_

Subtotal of Other Costs (Section 5) \_\_\_\_\_

**Total of Proposal** \_\_\_\_\_

#### 7. RENEWAL PERIODS

The initial contract will begin upon award and end June 30, 2012 (approximately 13 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 annual 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.

Please complete the following information for additional years. If applicable, indicate what discount would be available for annual prepayment of the maintenance.

**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 2-10 (2011 through 2020) on all items included in the proposed solution. The University desires an option to renew this Contract annually for the period of July 1, 2012 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:   | 7/1/12 – 6/30/13                                                                | Yes____<br>No____                                          | _____%                                                                          | Yes____<br>No____                                                                        |
| Second Renewal:  | 7/1/13 – 6/30/14                                                                | Yes____<br>No____                                          | _____%                                                                          | Yes____<br>No____                                                                        |
| Third Renewal:   | 7/1/14 – 6/30/15                                                                | Yes____<br>No____                                          | _____%                                                                          | Yes____<br>No____                                                                        |
| Fourth Renewal:  | 7/1/15 – 6/30/16                                                                | Yes____<br>No____                                          | _____%                                                                          | Yes____<br>No____                                                                        |
| Fifth Renewal:   | 7/1/16 – 6/30/17                                                                | Yes____<br>No____                                          | _____%                                                                          | Yes____<br>No____                                                                        |
| Sixth Renewal:   | 7/1/17 – 6/30/18                                                                | Yes____<br>No____                                          | _____%                                                                          | Yes____<br>No____                                                                        |
| Seventh Renewal: | 7/1/18 – 6/30/19                                                                | Yes____<br>No____                                          | _____%                                                                          | Yes____<br>No____                                                                        |

|                 |                  |                   |        |                   |
|-----------------|------------------|-------------------|--------|-------------------|
| Eighth Renewal: | 7/1/19 – 6/30/20 | Yes____<br>No____ | _____% | Yes____<br>No____ |
| Ninth Renewal:  | 7/1/20 – 5/31/21 | Yes____<br>No____ | _____% | Yes____<br>No____ |

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

## 8. CONTRACT EXTENSION TO THE ILLINOIS PUBLIC HIGHER EDUCATION COOPERATIVE (IPHEC)

Will the respondent offer to provide to the other IPHEC members the same products and services at the same terms and conditions offered in this RFP to the Illinois State University?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

If yes, how long will the offer be extended to other IPHEC members? \_\_\_\_\_

## 9. CONTRACT EXTENSION TO THE ILLINOIS IPHEC COMMUNITY COLLEGES

The IPHEC organization, working in cooperation with the Illinois Community College Board (ICCB) is hereby offering your firm the opportunity to also extend your bid offer to the community colleges of Illinois. See Attachment 1 for a listing of the community colleges. Should you accept this opportunity, the following conditions will be applicable:

9.1 Each State of Illinois community college choosing to participate in this transaction will administer its own procurements directly with your company subject to individual college administrations and Governing Board approvals.

9.2 The decision whether or not to participate will be up to each individual community college, and not all may choose to do so.

9.3 If your firm agrees to extend your offer to the community colleges, a copy of your offer will be provided to each of the community college business offices and those colleges that choose to participate will use it as a basis for contracting with your firm.

9.4 Any contracts and/or purchase orders your firm receives from these community colleges will be administered (such as, but not limited to, resolution of ordering problems and reconciling accounts payable issues) by the individual community colleges and not by the IPHEC or ICCB organizations.

9.5 Your firm will be required to provide an annual report to the IPHEC of those community colleges who have accepted your offer. You will be required to complete a form giving annual expenditure data, broken down by individual community college.

Please complete the following information.

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

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_  
(the same) (not the same)

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

\_\_\_\_\_ %  
Additional percentage for community colleges

10. 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 estimate {or [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 and State Board of Elections Certification could result in your response 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](http://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, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

- ☐ NO, the above information does NOT apply to our firm.
- ☐ 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 Public Works:

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:
- The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
  - The bidder must comply with all applicable provisions of the Prevailing Wage Act.
  - 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.
  - The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
  - The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
  - 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
- i. 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

- i. 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| Professional licensure discipline                       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Bankruptcies                                            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Adverse civil judgments and administrative findings     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Criminal felony convictions                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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.

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### **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:

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**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.

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**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.

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

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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 sublessees 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>Ernie Olson</u>                                   |
| Address: | <u>100 South Fell St., Suite D, Normal, IL 61790</u> |
| Phone:   | <u>(309) 438-7611</u>                                |
| Email:   | <u>ewolson@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 | Amount |
|------|---------|-------|-------|--------|
|      |         |       |       |        |
|      |         |       |       |        |
|      |         |       |       |        |
|      |         |       |       |        |
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**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 a 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](http://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

- ii. 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 ☐.

- iii. 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

- ii. 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.
- iii. 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 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 ☐

**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 <input type="checkbox"/> | No <input type="checkbox"/> |
| Professional licensure discipline                          | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Bankruptcies                                               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Adverse civil judgments and administrative findings        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Criminal felony convictions                                | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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.

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### 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.

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### TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

**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.**