



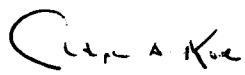
Illinois State Board of Education

100 North First Street • Springfield, Illinois 62777-0001
www.isbe.net

Jesse H. Ruiz
Chairman

Christopher A. Koch, Ed.D.
State Superintendent of Education

To: Eligible Bidders

From: Christopher A. Koch, Ed.D.
State Superintendent of Education 

Date: November 24, 2010

Subject: Request for Sealed Proposals (RFSP): Illinois Longitudinal Data System Data Warehouse (ILDS) Contractor

General Information

Purpose of RFSP: The Illinois State Board of Education (ISBE) seeks to contract with a vendor to develop and implement an education enterprise data warehouse, hereafter referred to as the ILDS data warehouse.

Eligible Bidders: Businesses, including computer consulting firms, postsecondary institutions, and other entities and individuals that have experience with enterprise-wide data warehouses and education data and have the expertise necessary to complete the work outlined in this RFSP are eligible to apply.

Funding Source: The total amount of federal funding available for the initial contract period is \$2,933,300. For purposes of compliance with Section 511 of P.L. 101-166 (the "Stevens Amendment"), bidders are advised that 100 percent of the funds for this program are derived from federal sources.

Contract Period: The contract period will begin no sooner than January 12, 2011, and will extend from the execution date of the contract until June 30, 2013.

ISBE, at its sole discretion, may renew the contract beyond the initial contract period. This contract may be renewed for five consecutive one-year contract periods. Funding in any subsequent year will be contingent upon a sufficient appropriation for the program and satisfactory progress in the preceding contract year. The renewal shall be subject to the same terms and conditions as the original contract unless otherwise stated in the cost proposal. The contract will not renew automatically.

Proposal Deadline: Proposals must be received by mail or in person in the Fiscal and Procurement Division of the Illinois State Board of Education no later than **4:00 p.m. CST on January 5, 2011.**

No late proposals or electronically transmitted proposals will be accepted. Proposals should be sent to the following address:

Sherri Sullivan
State Purchasing Officer
Fiscal and Procurement Division W-380
Illinois State Board of Education

100 North First Street
Springfield, Illinois 62777-0001

Submission Requirements: Proposals must be submitted in five parts as indicated in the table below. Each subpart of the proposal must be packaged separately and clearly labeled with the RFSP title, the bidder's name, and the wording: "SEALED PROPOSAL - DO NOT OPEN."

Parts	Components	Copies
I.	Narrative Description of the Proposed Work	Original and five (5) hard copies
II.	Cost Proposal	Original and five (5) hard copies
III.	Certifications including: ♦ Standard Certifications ♦ Acknowledgement of Amendments or Addenda (applicable only when addenda is posted to the Illinois Procurement Bulletin)	Original and one (1) hard copy
IV.	Compact Discs (CDs)	Four CDs including: ♦ Two (2) CDs including Part I (Narrative Description of the Proposed Work) and Part II (Cost Proposal) in a Microsoft® Word file ♦ Two (2) CDs including Part I (Narrative Description of the Proposed Work) and Part II (Cost Proposal) in a PDF file
V.	Redacted Version	One (1) hard copy (Refer to Freedom of Information section below)

Freedom of Information: Proposals submitted in response to this RFSP are subject to public release under the Illinois Freedom of Information Act (FOIA) [5 ILCS 140] and other applicable laws and rules. Bidders *must* submit a redacted version of their proposal and *may* request that certain information in the proposal be exempt from public access. Accordingly bidders must reference the specific grounds under FOIA or other law or rule supporting their requests to exempt certain information. To indicate the redacted version, bidders must clearly label the proposal as "REDACTED VERSION" on the package and at the top of the document. Bidders are advised that this redacted version may be released by ISBE. Requests to exempt the entire proposal will not be honored. ISBE hereby disclaims any and all liability for the release of any information contained in the redacted version of a proposal.

ISBE may not necessarily be allowed to release a redacted version of the proposal. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the State of Illinois Public Access Counselor before a denial can be made. ISBE will abide by the decisions of the Public Access Counselor.

Out-of-State Companies: Bidders must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a State contract. It is the contractor's responsibility to be in compliance with the requirements of the Illinois Secretary of State. Non-Illinois bidders must contact the Secretary of State, Department of Business Services at (217)782-1834 regarding a Certificate of

Authority to Transact Business in Illinois [805 ILCS 5/13]. Application forms requesting authority to transact business in Illinois can be accessed by downloading Form BCA 13.15 from the following website.
http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html

Responsible Bidder: A “responsible bidder” must exist as a legal entity, be in good standing, and must be authorized to do business in Illinois at the time a bid or proposal is submitted. Evidence of good standing can include Certificate of Good Standing, a copy of assumed name certificate from home county, etc.

Public Act 96-0795 provides that a “prohibited bidder” includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting, or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. The *Certifications and Assurances* section of this RFSP identifies the required certifications prior to entering into a contract with the State of Illinois.

Other factors that may be used to evaluate and determine if a contractor is a “responsible bidder” include, but are not limited to, certifications, conflicts of interest, financial disclosures, Federal Taxpayer Identification Numbers, past performance, references including those found outside the proposal, compliance with applicable laws, financial stability, and the perceived ability to perform completely as specified. Every proposal submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

Contractors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may terminate the contract, consistent with the termination provision of this contract, if the bidder lacks the financial resources to perform under the contract. ISBE may require that a bidder correct any deficiencies as a condition of further evaluation.

Illinois Procurement Bulletin: ISBE publishes procurement information including bid solicitations and notices regarding updates and changes in the Illinois Procurement Bulletin found at <http://www.purchase.state.il.us>. Procurement information is not available in any other form or location. Bidders are responsible for monitoring the Bulletin for relevant information, changes, or updates. ISBE disclaims any responsibility for failure on the part of bidders to receive notification of procurement information.

Changes to the RFSP: ISBE reserves the right to rescind or amend the solicitation offered via this RFSP. Changes to the RFSP will be posted via amendments or addenda on the Illinois Procurement Bulletin found at <http://www.purchase.state.il.us>. In the event that ISBE issues any changes to this RFSP, acknowledgement of receipt of such changes must be made to ISBE in writing, signed by an individual authorized to legally bind the bidder, and included in the package labeled “CERTIFICATIONS.” If changes to the RFSP are not acknowledged, ISBE retains the right to reject the bid as non-responsive. Therefore, bidders are advised to check the Illinois Procurement Bulletin before submitting their proposals.

Opening of Proposals: Proposals will be publicly opened at 10:00 a.m. on January 6, 2011 at the ISBE Procurement Office, 100 North First Street, Springfield, Illinois 62777-0001. The contents of all proposals will remain confidential, and the contents will not be shared with competing bidders.

Optional Bidders’ Webinar: ISBE will host an optional bidders webinar to provide an opportunity for bidders to pose questions and receive any clarifications on the RFSP. The webinar will be held December 17, 2010. Additional information, including the time and access information to the webinar will be posted to the Illinois Procurement Bulletin. Participation in the webinar is optional. Bidders are not required to participate in the webinar to submit a proposal.

Should the conditions of this RFSP materially change as a result of the bidders' conference or webinar, the changes will be posted to the Illinois Procurement Bulletin via amendments or addenda.

Contact Person: For more information on this RFSP, contact Tricia Leezer, Fiscal and Procurement Division, at (217)785-8777 (voice), (217)782-5727 (fax), or tleezer@isbe.net (e-mail) and courtesy copy Sherri Sullivan at ssulliva@isbe.net. Questions will be accepted up to ten (10) business days prior to the due date of the proposal. All questions must be submitted in writing. Only written responses issued by the State to questions shall be binding on the State.

Pursuant to Public Act 96-0795, any written or oral communication received by the contact person that imparts or requests material information or makes a material argument regarding potential action concerning this procurement will be reported to the Procurement Policy Board. Therefore when an oral communication is initiated by a person required to register under the Lobbyist Registration Act [25 ILCS 170] and received by a State employee, all individuals who initiate or participate in the communication must submit to the State employee a written account of the discussion including the initiating inquiry. The purpose of the written account is to memorialize the communication and provide documentation for reporting to the Procurement Policy Board.

Protest Review Office: ISBE uses Section 1.5550 of the rules governing Standard Procurement for handling procurement protests. For further information, see 44 Illinois Administrative Code 1.5550 found at the website below.

<http://www.ilga.gov/commission/jcar/admincode/044/044000010R55500R.html>

All protests must be submitted in writing, be clearly labeled on the delivery envelope, and sent to the following address:

Protest Review Office
Division Administrator
Fiscal and Procurement Division W-380
Illinois State Board of Education
100 North First Street
Springfield, Illinois 62777-0001

Disclaimer: This RFSP does not commit ISBE to award a contract or to pay any costs incurred in the preparation of a proposal. ISBE reserves the right to accept or reject any or all proposals received in response to this RFSP. At its sole discretion, ISBE also reserves the right to make a partial award and/or waive minor defects. Bidder registration to the Illinois Procurement Bulletin does not constitute an expectation of or right to a contract award.

ISBE will make all decisions regarding proposal compliance, evaluation of proposals, and contractual terms and conditions, and it will make decisions solely in the best interest of the State. ISBE reserves the right to judge and determine whether a proposal is compliant with and has satisfactorily met the requirements of the RFSP.

At ISBE's request, proposal revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. Any further information disclosed about the RFSP during this process will be provided to all bidders.

For the purpose of verifying the contents of the proposals, ISBE may request additional information, an inspection of the premises of the bidder and/or any proposed subcontractors, staff interviews, and content presentations. Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably suitable of being selected for award for the purpose of clarifying and assuring full understanding of, responsiveness to, and compliance with the solicitation requirements. Bidder cooperation in meeting these terms is required. ISBE reserves the right to reject at its sole discretion the proposals of non-cooperative bidders.

A signed two-party agreement based upon the contractor's proposal will constitute the contract with ISBE. No agreement exists, and no work shall begin until the contract has been finalized and signed by both parties. Payment will be made according to a negotiated payment schedule set forth in the contract. Upon written request and after contract award, ISBE will release the winning contract and redacted version of the selected contractor's proposal. By law, bidders' scores are also subject to release whereby upon receipt of a written request, ISBE may release any or all bidders' scores.

The content matter of this RFSP is subject to legislative changes either by the federal or State government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, then the following conditions will apply.

- ISBE reserves the right to negotiate modifications to the selected bidder's proposal reflecting such legislative changes; and
- ISBE shall have no obligation to provide those bidders not selected with the opportunity to modify their proposals to reflect such legislative changes.

ILDS Project Background

The Illinois State Board of Education (ISBE) has designed, built, and deployed some of the fundamental building blocks of a statewide longitudinal data system, including implementation of a unique student identifier and student-level data collection system. While this system enables ISBE to be in a better position to support the tracking of individual students, the agency needs to take the critical steps of integrating all ISBE student-level data collection systems and connecting student-level data with data from other parts of the ISBE education enterprise (e.g., staff data, special education data, and school district finances).

In addition, ISBE seeks to link prekindergarten through grade 12 (P-12) data maintained by ISBE with postsecondary education and employment data on Illinois graduates in order to analyze the impact of educational programs on student outcomes. In this way, the Illinois Longitudinal Data System (ILDS) Project, funded through a cooperative agreement with the U.S. Department of Education (ED), will establish the technical and management systems necessary for ISBE and its education partners to manage, link, and analyze prekindergarten through post-secondary (P-20) education data through the following interrelated objectives:

- Objective #1: *Establish a State Education Data Advisory Group.*** ISBE will convene a broad-based group of stakeholders to advise ISBE and its education partners on data use and management. This project component will establish a defined constituent body responsible for advising on data coordination across agencies and implementation of joint data activities.
- Objective #2: *Develop an Enterprise-wide Data Architecture.*** ISBE will establish standard data definitions to support federal reporting, define a data architecture for data warehouse development, and identify data transaction sets to support interoperability with local education agency (LEA) systems.
- Objective #3: *Improve Data Quality through a System of Data Stewards and Enhanced Data Audit Procedures.*** ISBE will establish a system of data stewards with responsibility for data quality and management for all ISBE centers, establish a process of statistical checks for LEA data submissions, and expand LEA training opportunities to improve data quality.
- Objective #4: *Develop an Education Enterprise Data Warehouse.*** Through development of a data warehouse, all student-level data maintained by ISBE will be linked to other student-level data and P-12 education data. LEAs will be able to obtain numerous additional data reports and have expanded ability to perform data analyses using data maintained by ISBE. Within the data warehouse, ISBE will create a data mart specifically for federal reporting that draws data from multiple systems and significantly reduces the reporting burden on ISBE and LEAs.
- Objective #5: *Link the ISBE Unique Student Identifier with Postsecondary and Employment Data and Use Linked Data for Research and Evaluation Purposes.*** ISBE and its state education partners will build on existing efforts to enable use of the ISBE unique student identifier for linkages with postsecondary and employment data. ISBE and its education partners will also work to establish data-sharing agreements consistent with the Federal Educational Rights and Privacy Act (FERPA) and state privacy protection laws that permit data sharing among ISBE, postsecondary, and employment systems. Through this project component, the state-level education and employment agencies will establish processes to use shared data for long-term longitudinal studies, state-supported research and evaluation, and research conducted by external organizations.

This RFSP seeks a contractor to work with ISBE and other relevant agencies to accomplish Objective #4, the development of an education enterprise data warehouse.

Status of the Current Statewide Data Systems

In 2001, ISBE developed an information technology strategic plan in which the agency identified the following as critical data system components necessary to serve Illinois education stakeholders:

- A statewide student information system (SIS);
- An electronic grants management system (eGMS); and
- A data warehouse.

Since the development of the strategic plan, ISBE has deployed the SIS and the eGMS. ISBE, working through a cooperative agreement with the U.S. Department of Education, is now actively working through the ILDS Project to build the data warehouse. Starting in July 2010, ISBE acquired the services of a data architecture contractor to perform the work needed to accomplish ILDS Project Objective #2, development of the ILDS data architecture. The data architecture effort, targeted for completion in March 2011, will result in:

- A logical model of the ILDS data warehouse, including Operational Data Stores (ODS), staging data stores, Entity Attribute Value (EAV), and Reporting Data Stores (RDS) schemas;
- A logical model of an Education Data Exchange Network (EDEN) Data Mart to support federal reporting;
- Metadata for the ILDS data architecture;
- A gap analysis between the National Education Data Model (NEDM) and ISBE data collection systems;
- Identification of data that supports the construction of processes supporting the interchange of student transcript data;
- Critical set of ISBE reports mapped to the ILDS data warehouse; and
- Interface definitions for the data needed to populate the ILDS data warehouse (i.e., ILDS data structures and EDEN Data Mart).

The data architecture is a critical precursor for establishing the data warehouse as the architecture provides key design input for the data warehouse task. In defining the data architecture, the following ISBE systems and reports are included in the construction of the ILDS Data Architecture:

ISBE Systems Targeted for ILDS		
System Name	Description	Technical Information*
Illinois Student Information System (ISIS)	Maintains data on students taking Career and Technical Education curriculum courses. Produces program accountability for the Carl D. Perkins Vocation and Technical Education Act	250 data elements Standalone app Access 2003 Db
Student Information System (SIS)	Serves as the primary data collection system for student information	400 data elements Web application SQL Server 2005 Db

ISBE Systems Targeted for ILDS

System Name	Description	Technical Information*
Special Education Systems, Approval and Reimbursement System (SEARS) The Funding and Child Tracking System (FACTS)	Collects individual student data on students with individualized education programs (IEPs) and personnel data on all full and part-time special education staff, and produces required program information for the Individuals with Disabilities Education Act and state-mandated special education programs Collects LEA special education funding and approval tracking information	1300 data elements LAN App SQL Server 2000 Db
Annual Financial Report (AFR)	Collects LEA-level financial information and produces information for the Fiscal Common Core of Data (CCD), EDEN, Illinois State Report Card, and other state-mandated financial reports	3000 data elements LAN App SQL Server 2000 Db
Child Nutrition System (CNS) Application and Claim Entry System (ACES)	Collects application, claim, and monitoring data for sponsors and sites in the National School Lunch Program, Child and Adult Care Homes Program, Child and Adult Care Day Care Centers Program, and the Summer Food Service Program	1235 data elements Web apps SQL Server 2005 Db
Educator Certification System (ECS) Teacher Certification Information System (TCIS)	Collects and manages data and processes that support teacher certifications, teacher placement, professional development, and teacher demographic information	1500 data elements Web and LAN apps SQL Server 2000 Db
Teacher Service Record System (TSR)	Contains individual salary and demographic data for teachers and administrators employed in Illinois LEAs, and produces information for school and LEA report cards, annual statistical reports, and federal reports	Included with ECS / TCIS
Electronic Grants Management System (eGMS)	Collects application and budget data from LEAs for the No Child Left Behind (NCLB) consolidated applications and a variety of state entitlement and discretionary grant programs	150 data elements Web app SQL Server 2005 Db

ISBE Systems Targeted for ILDS		
System Name	Description	Technical Information*
Special Education Data System (SEDS)	Collects special education due process, mediation requests, and proceedings data	500 data elements Web app SQL Server 2000 Db
Financial Reimbursement Information System (FRIS)	Collects financial information including allotments, reimbursable program budgets, reimbursement claims, and payments	800 data elements LAN App SQL Server 2000 Db
Management Information Database Accounting System (MIDAS)	Collects agency accounting data including vendor payments, appropriations, grants, cash management, requests, obligations, and vouchers	120 data elements LAN App SQL Server 2000 Db
Non-Public Registration, Enrollment and Staff Report (Non-Public Fall Housing)	Aggregates annual non-public student data, student events and activities, and provider information	300 data elements Web app SQL Server 2000 Db
Facilities and Inventory	Collects data on buildings and properties maintained by LEAs	250 data elements Web app SQL Server 2000 Db

The ILDS data architecture also supports the creation and generation of recurring reports required by the state and federal government. As part of the data architecture effort the reports listed below are analyzed and a mapping produced that records the sources for the data elements used to produce the reports. This information provides the blueprint for transitioning these reports to the ILDS data warehouse as part of the data warehouse initiative.

- Annual School Report Card
 - ♦ Report information on the Illinois School Report Card:
http://www.isbe.net/research/htmls/report_card.htm
- Federal Career and Technical Education
 - ♦ Report information on Career and Technical Education:
<http://www.isbe.net/career/html/perkins.htm>
- Bilingual Education Reports
 - ♦ Report information on bilingual reports:
<http://www.isbe.net/bilingual/default.htm>
- Regional Safe Schools and Truants Alternative & Optional Education Program reporting
 - ♦ Report information on Regional Safe Schools:

http://www.isbe.net/grants/html/regional_safe_schools.htm#rssp

- Report information on Truants Alternative & Optional Education Program:
<http://www.isbe.net/grants/html/taoep.htm>
- Child Nutrition Services
 - Report information on Child Nutrition:
<http://www.isbe.net/nutrition/htmls/data.htm>
- Federal Special Education – Annual Performance Report, Part B
 - Report information on Special Education:
<http://www.isbe.net/spec-ed>
http://www.isbe.net/spec-ed/pdfs/Annual_Report_2006.pdf
- Biennial EEO-5 (a report containing race/ethnicity and gender information about certified and non-certified staff)
 - Teacher and staff demographics
- District Special Education Profile
 - Report information:
<http://webprod1.isbe.net/LEAPProfile/SearchCriteria1.aspx>
- Teacher Reduction
 - Report information:
http://www.isbe.net/research/pdfs/reduction_survey0506.pdf
- Educator Supply and Demand
 - Report information:
http://www.isbe.net/research/htmls/supply_and_demand.htm
- Pre K At Risk
 - Report information:
http://www.isbe.net/research/htmls/prek_risk.htm
- Annual Report of the Budget
 - Report information:
<http://www.isbe.net/budget/default.htm>
- General State Aid
 - Report information:
<http://www.isbe.net/funding/html/gsa.htm>
- Annual Statistics Report
 - Report information:
<http://www.isbe.net/research/htmls/quickstats.htm>
- Education Data Exchange Network (EDEN) – per federal requirements
- Consolidated State Performance Report (CSPR) – per federal requirements

- ♦ Report information:

http://www.isbe.net/research/htmls/performance_report.htm

The ISBE systems and reports listed above serve as the foundation for the development and implementation of the ILDS data architecture and the ILDS data warehouse. Specific to this RFSP, using the information from the data architecture as the blueprint, ISBE now seeks a contractor to work with ISBE to construct and implement the ILDS data warehouse, a critical component that supports a data driven decision-making environment.

ISBE Systems Environment

ISBE currently operates and supports a multitude of applications to conduct its business processes on various platforms using mainframe, client server, and web-based technologies. Recent ISBE initiatives have incorporated the use of web-based tools utilizing Microsoft® .NET as the primary application development tool, SAP® Crystal Reports XI Release 2 as the primary reporting tool, and Microsoft® 2000 and 2005 SQL Server as the relational database management system (RDBMS). ISBE operates a Windows-based environment using Microsoft® Office Suites for staff located at the Springfield and Chicago offices.

ISBE is planning to transition to Microsoft® 2008 SQL Server for new initiatives, and ISBE requires that the data warehouse work be tailored to that version. Priority consideration will be given to those bidders who propose using the tools and capabilities of the SQL Server 2008 platform when performing services requested by this RFSP. Specialized tools or software recommended for this effort should be priced as an option in the cost proposal and accompanied by a narrative justification. Bidders are cautioned to price their offering such that ISBE may chose not to utilize a recommended tool or software package.

ISBE will provide the hardware resources required to house the data and operate the RDBMS and reporting tools required to support the ILDS data warehouse. The contractor will work with ISBE to define and confirm the hardware and server requirements and to tune the software, hardware, and network infrastructure that will comprise the repository and other data warehouse components.

Purpose of the RFSP

The purpose of this RFSP is to contract with a contractor to develop and implement an education enterprise data warehouse, called the ILDS data warehouse, for ISBE. Tasks to be undertaken as part of the implementation of the ILDS data warehouse include the following:

- Build the physical data models for the ODS, staging data stores, EAV, RDS and EDEN Data Mart that comprise the ILDS data warehouse as defined by the logical models that are output from the ILDS data architecture initiative;
- Build Extract, Transform, Load (ETL) processing to populate the ODS, staging data stores, EAV, RDS and EDEN Data Mart schemas that comprise the ILDS data warehouse;
- Build a data warehouse portal that supports role-based access to reports, data analysis tools, and information contained in the ILDS data warehouse;
- Implement the ILDS data warehouse;
- Develop the necessary processing to transition the identified reports to source their data from the ILDS repository and utilize the data warehouse portal to display the results;
- Develop online training materials to assist users of the data warehouse; and
- Develop operations documentation and perform knowledge transfer that enables ISBE support staff to operate and maintain the data warehouse.

The ILDS data architecture initiative will provide the logical models for the ODS, staging data stores, EAV, RDS and EDEN Data Mart that comprise the data warehouse. Mapping of targeted reports to the data warehouse logical model and mapping of the subject areas and data elements for the exchange of transcript data are included in the data architecture work. Interface definitions will also be produced and will provide a blueprint for the ETL processes that will populate the warehouse. The information developed by the ILDS data architecture initiative provides the foundation information needed to support the physical implementation of the data warehouse, the ETL processes, and reporting.

Work Location and Hours

ISBE anticipates that the primary worksite for contract personnel hired to fulfill the *Scope of Work* identified in this RFSP will be at ISBE's location at 100 North First Street in Springfield. Contract personnel assigned to work on-site at ISBE will be required to observe ISBE's holiday calendar as published by Central Management Services (CMS) and found at http://www.cms.illinois.gov/cms/2_services_per/holidays.htm. Due to the sensitive nature of the information collected, remote access to ISBE systems is limited.

Contractors may propose some off-site activities to build the warehouse components with the understanding that onsite activities are required to ensure sufficient knowledge transfer to ISBE staff to assume operation of the warehouse after implementation.

Project Timelines

The following project timelines are estimated for the ILDS data warehouse project.

ILDS Data Warehouse Project Timeline	
Project Task	Deadlines
Last day for bidders to submit questions about the RFSP	December 21 2010
Optional Bidders' Webinar	December 17, 2010
RFSPs due	January 5, 2011
RFSP review and contractor selection	January 26, 2011
Execute a contract with the successful bidder	January 2011 – February 2011
Update the requirements for the data warehouse and prepare a plan that will implement the data warehouse in phases	February 2011 – March 2011
Design the physical model of the data warehouse, which includes the operational data store, data warehouse model, Extract, Transform, Load (ETL) scripts, reports, and training materials	March 2011 – August 2011
Build and test the operational data stores and data warehouse loading and reporting, and implement the components	August 2011 – December 2012
Provide ongoing implementation support and warranty	January 2013 – December 2013

ILDS Data Warehouse Scope of Work

ISBE is seeking a contractor to construct and implement the ILDS data warehouse components defined by the logical models and data mappings constructed as part of the ILDS data architecture initiative and to perform additional work as specified in this RFSP. The data architecture initiative provides logical models and schemas for:

- ILDS operational data stores (ODS and staging data stores), Entity Attribute Value (EAV), and Reporting Data Store (RDS); and
- EDEN Data Mart to support federal reporting.

The data architecture also provides mappings of targeted reports to the data warehouse logical data model. This information serves as the foundation for the design and construction of the reports to be built as part of the data warehouse initiative.

In addition to implementing the physical data models for the warehouse the contractor will:

- Integrate metadata information developed as part of the data architecture initiative;
- Design, build, test, and implement ETL routines to populate the ODS, staging data stores, EAV, RDS, and EDEN Data Mart data structures defined by the logical data model(s). The ETL processing will extract, cleanse, aggregate, transform, and validate data as necessary to ensure data is accurate, consistent, and loads correctly. Processing must support the merging and deletion of data to reflect business processes that occur in ISBE data collection systems. ETL processes will run daily, weekly, monthly, annually, and ad hoc based on business requirements. Contractors may propose using SQL Server 2008 SSIS packages or other SQL Server tools and features to perform the ETL processing, or they can propose additional software or tools to implement the processing;
- Construct, test, and implement a data warehouse portal providing role-based access to the data warehouse information in an intuitive, user-friendly interface;
- Rewrite and transition a set of reports to utilize the data warehouse as the primary data source and make these reports accessible through the data warehouse portal. Included in the transition of these reports is the expectation that the report construction will include the use of graphics and other reporting features such as drill down and drill through capabilities.

Implementation of the warehouse includes providing:

- Operational training materials and knowledge transfer for the data warehouse, ETL processing, data warehouse portal, and reports;
- User training materials that are web accessible;
- Help desk support materials and procedures to address calls on the data warehouse components;
- Implementation support for the data warehouse, ETL processes, and data warehouse portal; and
- Ongoing support and performance tuning after implementation until June 30, 2013 and warranty support for one year after implementation of the warehouse components.

ISBE envisions an incremental approach to the implementation of the warehouse components for the purpose of mitigating risk and allowing ISBE staff to progressively assume operational support responsibilities for the data warehouse. Therefore, ISBE is requesting that bidders propose a sequence of deliverables that will result in an incremental, phased approach to building and implementing the warehouse components. Using the timeline provided in this RFSP as a guide, bidders are asked to align warehouse content to a proposed implementation plan whereby all materials and effort are delivered within the specified timeframes. For example, test plans are required for the ETL processes, the data

warehouse portal, and reports. Implementation can be proposed in three separate test plans or could be alternately proposed as one test plan that is incrementally updated to include the additional component(s) testing approaches. Bidders are welcome to propose timelines that shorten the delivery of the warehouse components, with the understanding that project resource limitations may impact the proposed acceptance and implementation timelines.

To support the project activities, ISBE will provide the following resources and information:

- **Project management office (PMO)** – ISBE has a full time ILDS Project Manager and established practices from previous and ongoing projects. The PMO will work jointly with the contractor to communicate and establish project management practices.
- **Subject matter expertise** – ISBE will provide subject matter experts on an as-needed basis to assist in the development of information needed to implement the ILDS data warehouse components.
- **Legacy documentation** – ISBE will facilitate access to existing documentation as needed to perform the services requested.
- **Deliverable review** – ISBE will provide staff to review and provide feedback on deliverables as part of the submission and approval process. Contractors are expected to develop workplans that include draft reviews of deliverables as they are developed. Contractors will be required to develop deliverable expectations documents and should anticipate that formal walkthroughs of the deliverables will be required.
- **Data warehouse implementation support** – ISBE will provide technical assistance and user change management support for the implementation of the data warehouse, including representatives from the user community that will assist in testing activities and validation of user training materials, reports, and the data warehouse portal.
- **Technical staff for transition** – Resources will be supplied to support knowledge transfer for the operations of the data warehouse, ETL, reports, and data warehouse portal.

ILDS Data Architecture Input

The data architecture is a key component for the ILDS project. It includes a set of activities that defines logical data models and schemas and provides additional design information that are key inputs to the data warehouse construction. Development of the data architecture component is underway and is scheduled for completion in March 2011. The information below is considered relevant and is provided to assist bidders in sizing the effort required to complete the work outlined herein:

- Logical models and schemas of the ILDS ODS, staging, EAV, RDS, and EDEN Data Mart that define the data warehouse are being developed as part of the data architecture initiative. For sizing purposes it is estimated that the logical models will be comprised of approximately 500 tables. The following is provided to further clarify the warehouse components:
 - The ILDS data warehouse uses as its foundation the Council of Chief State School Officers (CCSSO) State Core Model. The model supports the warehousing of person, student, teacher and staff, program, organization, learning standards, and assessment data. Supplemental information provided with this RFSP includes design documentation, the logical model and Data Definition Language (DDL) SQL scripts to build a physical version of the model.
 - The ODS represents a set of database tables that captures the latest information about students, teachers, and organizations. The ODS is expected to be updated by ETL processes on a constant basis as data is added and modified in the data collection systems.
 - The staging data stores are a set of database tables that directly mimic source system data structures whereby little data transformation is required to load the data. This data is used to support analysis, research, and reporting, with a majority of the data not

transformed into the ODS and RDS structures. It is anticipated that there will be ten data sources that will populate tables within the staging environment.

- The EAV represents a log of changes to the data captured in the ODS. Logging of the changes supports the display of a history of the data as changes and additions are applied.
- The RDS is comprised of two different snapshots of the ODS taken at key intervals as defined by ISBE business and reporting requirements. Key intervals include fall enrollment, spring assessments, end of school year, and others as dictated by business needs. The first snapshot includes data from all subject areas. The second snapshot is designed to capture a subset of ODS data that represents individual student-level transcript data and is taken when requests are received to supply transcript data.
- ETL processing will be needed to populate the ODS, staging, EAV, and RDS schemas defined by the logical models. Extract processing for EDEN federal reporting will also be needed. EDEN reporting is expected to produce the full set of data extracts as defined in the 2010 EDEN reporting model.
- The data architecture initiative will produce mappings of the ILDS data warehouse logical data structures and schemas to the ISBE reports targeted for transition to the warehouse. This mapping provides a blueprint for the transition of these reports as part of the data warehouse construction effort.
- Additional database constructs and ETL processing beyond that defined in the data architecture may be needed to produce the information presented by the reports targeted for transition to the ILDS repository. Potential areas include the calculation of special education indicators, Perkins allocations for Career and Technical Education, and other key business indicators supporting educational enterprises.
- During the data architecture and data warehouse initiatives, ISBE will be engaged in concurrent efforts to design and implement a Statewide Course Classification System for the purpose of collecting data on courses of study and student grades thereby linking student and teacher data. It is anticipated that the implementation of these data collection systems will take place concurrently with the design, construction, and implementation of the data warehouse. The data architecture will model these initiatives and include information in the schemas for the capture of this data. It is expected that the data warehouse contractor will implement the data structures and processes needed to extract and populate information from these collection systems and structures as part of the data warehouse effort.

ILDS Data Warehouse Deliverables

Bidders are required to propose a sequence of actions for producing the deliverables identified and explained below that will result in an incremental, phased approach to building and implementing the ILDS data warehouse. To that end, bidders may make recommendations for additional deliverables or additional content to improve the value of their offering. Bidders may also tailor their implementation approach and deliverable content to reflect their approach to delivering the data warehouse components in an incremental fashion. If additional deliverables or content are proposed, bidders must provide a cross-walk that details how the additional components will be incorporated into the plan for providing required deliverables.

The process by which the contractor must submit the deliverables includes the following:

- Submission of each deliverable in final draft format to appropriate ISBE staff;
- ISBE internal review of final draft report or presentation for each deliverable;
- Contractor review of ISBE feedback comments on each deliverable submission;
- Deliverable updates as requested by ISBE reviewers made by contractor;

- Submission of final deliverable for ISBE review and approval; and
- Final approval of each deliverable.

Bidders are advised that ISBE will conduct incremental reviews of deliverables as construction progresses to validate that the developing content meets expectations. The selected contractor will be required to submit deliverable expectations documents (DEDs) prior to commencing the construction of deliverables. DEDs help define the content of deliverables and align expectations between the contractor and ISBE. The format of DEDs will be determined by mutual agreement between the contractor and ISBE as part of project startup activities.

Incremental reviews of deliverables may include formal meetings with ISBE staff and the contractor. The contractor will host the meetings. At these meetings, the contractor will document the issues and resolutions and, within three (3) days, provide written minutes as to the agreement on the steps required to successfully complete deliverables prior to approval.

The required deliverables and submission timelines are summarized in the table below and are further explained in the sections following the table.

ILDS Data Warehouse Deliverables			
No.	Deliverables	Content	ISBE Review after Submission
1	Weekly and monthly status reporting	Written weekly status reports on project activities	N/A
2	Project Management Plan	Written plans detailing the project management components as required by this RFSP. Plan content will be developed jointly between the contractor and the ILDS PMO	5 days
3	ILDS Data Warehouse Requirements	The requirements to be met for the ILDS Data Warehouse	10 days
4	ILDS Data Warehouse System Design	The system design of the ILDS data warehouse	10 days
5	ILDS Data Warehouse Detailed Design	The detailed design components of the ILDS data warehouse	10 days
6	ILDS Data Warehouse Unit Test Plan	The unit test plan for the ILDS data warehouse components	5 days
7	ILDS Data Warehouse Software and Components Unit Test Results	The results of the unit testing of the ILDS data warehouse components	5 days
8	ILDS Data Warehouse System Test Plan	The system test plan for the ILDS	5 days

ILDS Data Warehouse Deliverables

No.	Deliverables	Content	ISBE Review after Submission
		data warehouse components	
9	ILDS Data Warehouse System Test Scripts	The scripts and other testing materials used to support the performance of system testing of the ILDS data warehouse	10 days
10	ILDS Data Warehouse System Test Results	The results of system testing of the ILDS data warehouse	10 days
11	ILDS Data Warehouse Acceptance Test Plan	The acceptance test plan for the ILDS data warehouse components	5 days
12	ILDS Data Warehouse Acceptance Test Scripts	The scripts and other test materials used to support the performance of acceptance testing of the ILDS data warehouse	10 days
13	ILDS Data Warehouse Acceptance Test Results	The results of the acceptance testing of the ILDS data warehouse	10 days
14	ILDS Data Warehouse Operations Training Materials	The materials developed in support of operations training for the ILDS data warehouse	10 days
15	ILDS Data Warehouse Operations Training Results	A document describing the delivery of ILDS data warehouse operations training	5 days
16	ILDS Data Warehouse Implementation Plan	The plan for the implementation of the data warehouse components including user change management and user communications	10 days
17	ILDS Data Warehouse Pilot Implementation and Recommendations	The results of the pilot implementation of the ILDS data warehouse, and provides recommendations for adjustments and improvements for production implementation	5 days
18	ILDS Data Warehouse User Training and Support Materials	The materials developed for user training and support of the ILDS data warehouse	10 days

ILDS Data Warehouse Deliverables			
No.	Deliverables	Content	ISBE Review after Submission
19	ILDS Data Warehouse Implementation Memo	A memo that summarizes the activities and results of the implementation of the ILDS data warehouse	5 days
20	Initial ILDS Data Warehouse User Training and Support Memo	A memo that summarizes the results of the delivery of initial training and support for users of the ILDS data warehouse	5 days
21	ILDS Data Warehouse Ongoing Support Completion Memo	A memo that indicates the completion of the data warehouse construction and implementation project and summarizes the results of the ongoing support effort	5 days

Deliverable 1: Weekly and Monthly Status Reporting

The contractor will submit weekly written status reports throughout the life of the project. Content is to include:

- Work completed during the reporting period;
- Activities underway during the reporting period;
- Work scheduled to commence in the next two reporting periods;
- Status of work against the project work plan including the efforts that are underway and any deviations from the planned work schedule; and
- Status of issues and risks.

The contractor must work in conjunction with the ILDS Project Manager to prepare the weekly status reports for the ILDS project. Data warehouse weekly status reporting will be integrated with weekly status reporting for the ILDS project.

The contractor will also provide support to the ILDS PMO in the production of monthly status reports for ED and for monthly executive management reports. Contractor representation may also be requested at periodic meetings with the ILDS Data Advisory Committee and at other periodic meetings with education partners and/or stakeholders in the ILDS project.

Deliverable 2: Project Management Plan

The contractor will develop project management plans to include the following components:

- *Project Work Plan* – A plan that defines tasks, timeframes, and resources to be performed for the project. The *Project Work Plan* must be updated on a regular basis as part of weekly status reporting requirements;

- *Issue and Risk Management Plans* – The contractor will work with the ILDS PMO to establish plans for the management of issues and risks for the project;
- *Quality Management Plan* – A plan for how the contractor will manage quality for the project; and
- *Change Management Plan* – The contractor will work with the ILDS PMO to establish a plan for managing changes from the project's baseline of schedule, scope, budget, quality, and other key project components.

Deliverable 3: ILDS Data Warehouse Requirements

The contractor, in conjunction with ISBE staff, will review and analyze the data warehouse logical models and schemas (including the ODS, staging, EAV, RDS, and EDEN Data Mart), ETL mappings and report mappings produced as part of the ILDS data architecture initiative, and the requested data warehouse portal functionality. Through this review and analysis of systems targeted for the ILDS project, the contractor will perform the work necessary to:

- Confirm the systems and data that will be included in the ILDS data warehouse;
- Identify the composition of the information that will populate the ODS, staging, EAV, RDS, and EDEN Data Mart data warehouse structures;
- Detail the functionality to be included in the ILDS data warehouse portal, including extract capabilities, analysis tools, role-based functionality, and the security features; and
- Confirm the set of reports that are to be transitioned to the data warehouse and data warehouse portal, including the visualization features and graphics that will be incorporated into the reports.

While the primary inputs for the data warehouse are expected to be defined by the ILDS data architecture, ISBE requests the review and the incorporation of information from data architectures and data warehouses from other state education agencies as part of the analysis process. This information will be compiled into a set of ILDS data warehouse requirements and will provide the basis for development of the Data Warehouse System and Detailed Design deliverables.

The ILDS Data Warehouse Requirements deliverable captures and organizes the requirements and supports confirmation by ISBE of the content and make-up of the data warehouse components. The format of this deliverable should support the tracking of progress toward meeting the requirements. Requirements must be validated with cross references to the project activity performed or project deliverable that satisfies the requirement. Acceptable formats for the requirements deliverable are Microsoft® Word, Microsoft® Excel, or bidders may also propose a different requirements tracking tool. Bidders are advised that ISBE does not currently utilize requirements tracking software, therefore any costs associated with the acquisition of proposed software other than Microsoft® Word and Microsoft® Excel tools must be included in the contractor's cost proposal.

Deliverable 4: ILDS Data Warehouse System Design

The contractor will perform the activities necessary to develop the selected content and produce the ILDS data warehouse system design. The system design will provide foundational information including the architecture of the ETL processing that populates the warehouse, the architecture of the data warehouse portal, and the architecture of the report processing for the ILDS data warehouse solution. The following are required content for the system design:

- ETL Architecture – The contractor will describe the architecture of the ETL solution to be used. This includes:
 - Identification of the software and/or RDBMS tools that will be used to perform ETL processing. RDBMS tools may include the use of Microsoft® SQL Server 2008 services and features such as SSIS packages, or the use of a contractor proposed ETL tool or software. The primary data sources for the data warehouse are SQL Server databases, with a smaller number of data sources comprised of mainframe files, Microsoft® Access,

Microsoft® Excel, or text files. ETL processes must be capable of detecting and extracting only added or changed records in order to optimize the extract and load processing.

The ETL tool and processes must be able to extract, cleanse, aggregate, transform and validate data as necessary to ensure data is accurate, consistent, and loads correctly. Processing must also support the merging and deletion of data consistent with existing ISBE data collection systems;

Bidders are advised that ISBE prefers the use of SQL Server SSIS packages and SQL Server services and features as the primary tools for the ETL processing. The use of an integrated ETL package build approach capable of the regeneration of ETL packages in the event of schema or business rule changes is a desired approach for the project.

- ♦ An explanation of ETL operations that includes the approach to be used for troubleshooting and recovery or restarting of processes in the event of a stoppage;
 - ♦ Identification of the processing that will be executed to create the initial data stores and an explanation of what approach is used in the event that data must be reloaded.
 - ♦ Identification of the insert/update/delete processing for ILDS structures including an explanation of how the ETL processing is executed to maintain longitudinal data structures and an explanation of how dimensional data are maintained for new records, updates to existing records, and maintenance in the event that source records are merged or deleted.
 - ♦ Identification of what output will be generated by the ETL processes that supports tracking of results and reporting of errors that may be encountered. This also includes defining the approach to addressing records that might be rejected or not completely loaded during ETL execution.
- Data Warehouse Portal Architecture – the contractor will define and document the architecture to be used for the data warehouse portal, a web accessible site that provides role based access to reports, analysis and reporting tools, and data extract capabilities. The portal architecture must provide the following information:
 - ♦ Identification of what development tool and software will be used in the construction of the portal.
 - ♦ Description of how the portal will organize and display reports to the user community. The portal must be able to host and provide access to Crystal Reports and other reporting presented in Microsoft® Excel, Microsoft® Word, PDF, HTML, and text formats. The portal must also support links to other reporting portals and systems.
 - ♦ An explanation of how the portal will provide role based capabilities, including the minimum roles of:
 - Report authoring, report staging and scheduling role to supports administration of the report content of the portal;
 - Public access role to view predefined reports, including parameter driven reporting when supported by the report(s);
 - Administrator role that enables authorized users to manage the portal and portal content;
 - Analyst role that supports access to ad hoc reporting and analysis tools; and
 - Researcher role that supports access to data extract and download capabilities.
 - ♦ Online help presentation – how the display of online help materials will be provided in the portal.

- Reporting Architecture – the contractor will define in the deliverable the approach to be used for displaying, accessing, and executing reports in conjunction with the ILDS data warehouse portal. This includes:
 - ♦ What reporting tools or software will be used to construct reports, including the reports presented in this RFSP and for the construction of new reports;
 - ♦ How the approach will integrate reports within the portal;
 - ♦ How the architecture supports and accomplishes report generation, batch processing, and distribution of reports;
 - ♦ Identification of reporting features that will be supported, including:
 - Drill down or drill through capabilities for reports;
 - The use of parameters for reporting;
 - The use of graphics (tables, charts, dashboards, etc.) in reports; and
 - Sorting, filtering of result sets (e.g. date range, school type, gender, grade level, etc.).
 - ♦ What approach will be used to restrict views of data, in particular to prevent the identification of individuals based on presented results;
 - ♦ How the reporting architecture will accomplish the archiving of reports and access to previous report instances;
 - ♦ How the architecture will support user defined reports, ad hoc report construction, and the saving and distribution of user defined reports; and
 - ♦ What mechanism will be used to support the capture of audit information, including user report requests and data viewed by users.
- Maintenance and Operations - the contractor will identify the approach to be used for the maintenance and operations of the data warehouse repository, including:
 - ♦ Maintenance windows – identification of the ETL processing and maintenance periods for the repositories;
 - ♦ Performance monitoring – how operational support resources monitor the performance of the repository, both during user access periods and during maintenance and data loading processing;
 - ♦ How report scheduling and batch operations are established; and
 - ♦ Email integration and report distribution mechanisms.
- Security Strategy – the contractor will define and document a security approach, including how security is implemented to protect and secure data. The approach will include defining and managing security levels for the data warehouse portal and data repository, and the capabilities associated with the security levels. The architecture of the security strategy is presented in the system design deliverable, with additional information on maintaining the security information to be included in the *ILDS Data Warehouse Operations Training Materials* deliverable (#14).
 The security strategy must also define a control approach for the data repositories that prevents unauthorized access to the data and should address data encryption for storage and transmission of data.
- Technical infrastructure – working with ISBE technical resources, the contractor will identify the infrastructure needed to support the warehouse and associated components. This includes servers to deliver the data warehouse portal, report content, RDBMS, and ETL processing.

The data storage requirements and the configuration of storage devices will be defined for the repository, including the configuration of the development and production data storage arrays.

Data storage requirements will be defined for project startup and will also include sizing estimates for a five year growth period to support infrastructure planning. Data storage must take into account the data to be loaded and also storage requirements for report generation and report archiving.

ISBE will work closely with the contractor in defining the technical infrastructure, and ISBE will be responsible for providing the hardware and infrastructure components that will host the data warehouse and its associated components.

- **Component Performance** – The contractor will define and present in the deliverable the approach for evaluating the performance of each component and for optimizing performance of the modules. The contractor will define an architecture for each of the components such that the components support ISBE business practices and users are able to successfully use the warehouse to accomplish their work in an efficient and timely fashion.

The deliverable will present the overall architecture of the components that ensures that the design and construction approach incorporates industry-accepted best practices to make sure component performance is optimal. This approach should include evaluation of data access requests and the tuning of SQL, indexing of data structures, and if necessary the pre-staging or aggregation of data that is needed for optimal performance. Response times for report and data requests must be optimized to retrieve and present the data with minimal waiting.

- **Configuration Management** – the deliverable will include the approach used to perform configuration management of the software, tools and components used to construct the data warehouse.

The contractor is required to submit the written portions of this deliverable electronically to ISBE using Microsoft® Word. In addition, any software or tools necessary to complete the deliverables that are not currently supported by ISBE must be included in the cost section of the proposal along with justification for their use on the project.

Deliverable 5: ILDS Data Warehouse Detailed Design

The contractor will perform the activities necessary to develop the content and subsequently produce the detailed design of the ILDS data warehouse. The deliverable presents the information used to construct the data warehouse components. The following are required content:

- The contractor will develop the designs for the physical models for the ODS, staging, EAV, RDS, stores, and EDEN Data Mart that comprise the data warehouse and dimensional reporting database structures. The physical models must be compliant with State of Illinois and ISBE policies, standards, and guidelines. Models will include the physical table structures, primary keys and constraints, triggers and other database constructs that support implementation of the repositories.

The models can be delivered via contractor specified tool such as CA ERwin®, can be implemented within the RDBMS and then scripted, reported or listed, or can be delivered within a text based file or Microsoft® Excel or Microsoft® Word format.

- The detailed design must include the identification of updates needed for the ISBE Data Architecture documentation and data dictionary to include the data warehouse physical data structures as part of the data architecture display tool;
- The contractor will develop the detailed designs for the ETL processes to be used in populating the ODS, staging, EAV, RDS, and EDEN Data Mart that comprise the data warehouse and dimensional data structures. Design content must provide:
 - Source and target mappings for data;
 - Calculations and aggregations when appropriate;

- Insert, update, and delete processing for longitudinal data structures;
- Operational information including execution schedule and execution scripting, error processing, and execution results reporting for each of the ETL processes.

ETL processing routines include processing to build both the EDEN Data Mart and the extracts for generating the files required to support EDEN federal reporting.

- The contractor will develop detailed design materials for the data warehouse portal. The design must include the layout of the portal, edits and validation routines, navigation, and security protocols and processing.

The portal must support a role based approach to accessing reports, analysis tools, and portal features. Roles required for the portal include:

- Administrative role that supports report authoring, report staging and scheduling role to supports administration of the report content of the portal;
- Public access role to view predefined reports, including parameter driven reporting when supported by the report(s);
- Administrator role that enables authorized users to manage the portal and portal content;
- Analyst role that supports access to ad hoc reporting and analysis tools; and
- Researcher role that supports access to data extract and download capabilities.

The portal must implement a security model that prevents the display or identification of individual student information.

The portal must include the following features and capabilities:

- Present and provide access to reports in an intuitive, user friendly layout that minimizes the need for user training and support;
- Provide access to links for online user help and to other report portals and systems;
- For authorized roles, supports access to analysis and research tools;
- When appropriate, supports drill-down capabilities into report data;
- Support parameter driven reporting;
- Provide for the archiving of reports and for the display of archived report versions;
- Support the capability to execute reports in a batch mode;
- Support multiple output formats, including PDF, HTML, Microsoft® Excel, RTF, or CSV;
- Implement security to protect the privacy of ISBE education data; and
- Capture audit information of report requests and data viewed.
- The contractor will develop report designs for the set of ISBE reports that are targeted for transition to the data warehouse. Report design content will include:
 - Report layouts, including detail, subtotal and total report lines and report graphics and visualization features (e.g., bar graphs, pie charts, dash boards);
 - Americans with Disabilities Act (ADA) presentation of data (if needed);
 - Data sources and logic for accessing the data;
 - Calculations and aggregations for the reports;
 - If applicable, the use of parameters for selecting data subsets;
 - Drill through, sorting and filtering capabilities for the reports;

- Execution information – batch, on demand, etc.; and
- Data warehouse portal integration – how the reports are presented and integrated into the portal.
- The detailed design must include performance tuning information for those data warehouse components that access or present data. This includes the indexing and data access techniques that optimize the requests or processing techniques that limit or filter result sets to ensure an acceptable user experience when utilizing the data warehouse. This also includes data caching and data pre-fetching techniques and other server and RDBMS features that can be configured to optimize performance.
- The contractor will define and document the security model for the ILDS repository. This includes the approach, including structures and processing, that implements security for ILDS. The model includes security for the data warehouse portal, reports and for the data repositories and processes used to extract and populate them.

The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Technical information such as the physical data model(s) can be delivered in a contractor specified tool, can be implemented within the RDBMS and then reported or listed, or can be delivered within a text based file. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 6: ILDS Data Warehouse Unit Test Plan

The contractor will develop the ILDS Data Warehouse Unit Test Plan describing the approach to be taken for performing unit testing of the data warehouse components. Components include, but are not limited to, ETL processes, reports, the data warehouse portal, security processes and tools. The test plan describes the scripts that guide testing activities and the tracking and recording mechanisms that support the management of the unit testing activities.

The Unit Test Plan must define and present the following components:

- Test processes and how each of the components will be unit tested, including the use of test tools;
- Testing schedule – when in the development process are the components tested;
- Format and quantity of test scripts and scenarios to be developed;
- Physical location of the testing and any testing procedures;
- Establishment of test data;
- Contractor and ISBE resources – what staff and technical resources are required in the performance of the testing; and
- Management approach – how the testing processes are managed, tracked and reported.

Construction and submission of the Unit Test Plan deliverable must align with and reflect the implementation approach proposed by the contractor. The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Test scripts, and tracking and management of the testing activities can also be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 7: ILDS Data Warehouse Software and Components Unit Test Results

The contractor will construct and perform unit testing of the ILDS components, and will document and present the results of this testing in the ILDS Data Warehouse Software and Components Unit Test

Results deliverable. The deliverable describes the construction and testing activities, summarizes the results, and as attachments includes unit checklists and other documentation that is produced during the construction and unit testing tasks. The deliverable presents the results of unit testing activities, and signals the completion of the construction and unit testing, and the transition of tested components to system testing.

Construction and submission of the Software and Components Unit Test Results deliverable must align with and reflect the implementation approach proposed by the contractor. The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Performing, tracking and management of the testing activities can be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 8: ILDS Data Warehouse System Test Plan

The contractor will perform the activities necessary to build the ILDS Data Warehouse System Test Plan, presenting the approach to be used in system testing the various data warehouse components. The test plan must include the testing approach to be used for, at a minimum, the following components:

- ODS, staging, EAV, and RDS data stores;
- EDEN Data Mart;
- ETL processes;
- Data warehouse portal; and
- Reports.

The System Test Plan describes the test scripts, test scenarios and other materials that guide testing activities, and the tracking and recording mechanism that supports the management of the system testing activities. The plan presents the approach to establishing test environments, for development of test data, and defines the testing schedule and resources that will be performing or supporting the test activities.

The deliverable will define and present:

- Test processes and how each of the components will be system tested, including the use of any test tools;
- Testing schedule – when in the development process are the components tested;
- Format and quantity of test scripts and scenarios to be developed;
- Physical location of the testing and any testing procedures;
- Establishment of test data;
- Contractor and ISBE resources – what staff and technical resources are required in the performance of the testing; and
- Management approach – how the testing processes are managed, tracked and reported.

Construction and submission of the System Test Plan deliverable must align with and reflect the implementation approach proposed by the contractor. The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Tracking and management of the testing activities can be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 9: ILDS Data Warehouse System Test Scripts

The ILDS Data Warehouse System Test Scripts deliverable is the set of contractor developed test scripts, test scenarios and materials used to guide integration and system testing of the data warehouse components. The contractor will develop test scripts and materials to be used for system testing, at a minimum, the following components:

- ODS, staging, EAV, and RDS data stores;
- EDEN Data Mart;
- ETL processes;
- Data warehouse portal; and
- Reports.

As the components may be developed based on an incremental approach, contractors may tailor their testing approach and development of testing deliverables to reflect the incremental construction and testing of the components. The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Test scripts, and the tracking and management of the testing activities can be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 10: ILDS Data Warehouse System Test Results

The contractor will perform system testing of the ILDS components as defined in the *System Test Plan*, and will then construct the ILDS Data Warehouse System Test Results deliverable to present the results of the system testing activities. This includes results of test script and test scenario execution, and information on testing incidents found and corrected. The deliverable includes as attachments completed system test scripts and other documentation that is produced during the system testing tasks.

Construction and submission of the Data Warehouse System Test Results deliverable must align with and reflect the implementation approach proposed by the contractor. The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Tracking and management of the testing activities can be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 11: ILDS Data Warehouse Acceptance Test Plan

The contractor will develop the ILDS Data Warehouse Acceptance Test Plan deliverable describing the approach to be taken for performing acceptance testing of the data warehouse components. The deliverable, developed in conjunction with ISBE resources, will present the approach to be used for acceptance testing by ISBE resources of the various data warehouse components. The test plan must include the testing approach to be used for, at a minimum, the following components:

- ODS, staging, EAV, and RDS data stores;
- EDEN Data Mart;
- ETL processes;
- Data warehouse portal; and
- Reports.

The Acceptance Test Plan can be modeled after the System Test Plan, and will describe the test scripts, test scenarios and other materials that guide testing activities, and the tracking and recording mechanism that supports the management of the acceptance testing activities. The plan must present the approach

to establishing test environments, for development of test data, and define the testing schedule and resources that will be performing or supporting the test activities. The test approach should also include how component performance is evaluated and verified.

ISBE will be responsible for identifying test resources, for performing the testing, and for assisting in the tracking and management of the test activities. ISBE will also assist with the construction of the Acceptance Test Plan deliverable.

Construction and submission of the Acceptance Test Plan deliverable must align with and reflect the implementation approach proposed by the contractor. The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Tracking and management of the testing activities can be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 12: ILDS Data Warehouse Acceptance Test Scripts

The ILDS Data Warehouse Acceptance Test Scripts deliverable is the set of contractor developed test scripts, test scenarios and materials used to guide acceptance testing of the data warehouse components by ISBE resources. The contractor will develop test scripts and materials to be used for acceptance testing, at a minimum, the following components:

- ODS, staging, EAV, and RDS data stores;
- EDEN Data Mart;
- ETL processes;
- Data warehouse portal; and
- Reports.

As the components may be developed based on an incremental approach, the testing approach and development of testing deliverables will reflect the incremental construction and testing of the components. Testing must validate that the component operates correctly, and that performance will support operation of the components in the ISBE environment. ISBE anticipates that acceptance test scripts, test scenarios and materials will be modeled from system test scripts and materials.

The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Test scripts, test scenarios, and tracking and management of the testing activities can be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 13: ILDS Data Warehouse Acceptance Test Results

The ILDS Data Warehouse Acceptance Test Results deliverable presents the results of the acceptance testing activities for the warehouse components. This includes results of test script and test scenario execution, performance validation of each of the components, and summary information on testing incidents found and corrected. The deliverable includes as attachments completed acceptance test scripts and other documentation that is produced during the acceptance testing tasks.

ISBE acceptance test personnel, with support from the contractor, will perform acceptance testing to verify the "production readiness" of the components from the perspective of those who will use or support the application. The objectives of the user acceptance testing are to verify that the components meet the applicable specifications (i.e., ETL, portal, report, etc.) and support business operations. Testing must include validation that the component performance is optimized and able to support the user's business needs. Performance validation includes optimized response times to report data requests, including (if

necessary) the use of batch report generation and other data gathering techniques that support timely presentation of information.

The contractor, working with ISBE resources, must analyze and evaluate performance of data warehouse components, telecommunication networks, hardware, and software to validate performance of the components. The result of this analysis must be included in the *Acceptance Test Results* deliverable. The contractor must make the changes necessary to the ILDS components to meet performance expectations, and the contractor may also suggest changes to system settings (server, database, and network hardware and software) to improve and optimize performance.

Completed tests, both successful and unsuccessful, are documented in the test results with a summary description of the test outcome. Once the tests are executed and the acceptance criteria met, the State is ready to accept the system for production and prepare for the Pilot of the component.

The following defect levels are established for the project. Successful completion of acceptance testing for components is reached when all Level 1 and Level 2 defects are resolved, and Level 3 and Level 4 defects are documented in a plan that defines how the remaining items will be addressed. The plan for the correction of outstanding defects must receive ISBE approval, and include a timeline for completion of the outstanding defect resolution activities.

Defect Severity Level Definitions

Severity Level 1 - Critical – A problem with software or a component causing critical impact to ISBE's business operation. No workaround is immediately available and work using the software or component cannot continue.

Severity Level 2 - Serious – A problem with software or a component causing significant impact to ISBE's business operation. A workaround is available but is unacceptable on a long term basis.

Severity Level 3 - Moderate – A problem with software or a component that impairs some functionality, but a practical workaround exists.

Severity Level 4 - Minor – A problem that does not affect any functionality of the software or a component on one or more business functions or system components.

ISBE resources, with the assistance of contractor resources, will perform acceptance testing of the components. The contractor will assist with testing activities, and will track and record the acceptance test activities.

Construction and submission of the Acceptance Test Results deliverable must align with and reflect the implementation approach proposed by the contractor. The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel. Test scripts and test scenarios, and tracking and management of the testing activities can be supported through the use of a contractor specified tool. Software or tools not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Deliverable 14: ILDS Data Warehouse Operations Training Materials

The ILDS Data Warehouse Operations Training Materials deliverable develops the materials that will enable ISBE operations staff to support and maintain the ILDS components. The contractor will develop the training materials to provide information for the following areas:

- Help desk – define what procedures are used for addressing help desk calls on the data warehouse portal, reports accessed through the portal and responses to inquiries on data extracts. Materials will address both level 1 (first response) and level 2 (high level

troubleshooting) calls with procedures and information that allows help desk staff to validate problems and determine next steps towards resolving the calls.

The contractor will be responsible for developing help desk processes and procedures materials to promote reliable, consistent, and effective responses by Help Desk personnel. The materials will address the communication approach, issue escalation procedures and reporting requirements.

- Software build – The contractor will define and document the build processes for software components including the data warehouse portal and define what steps are followed to change or update the data warehouse portal and ETL processes.
- Report development tools – the contractor will provide training materials for the development tools used to construct the ILDS reports targeted for transition to the ILDS repository. The materials will provide guidance on using filtering, aggregation, standard reporting, extract functions and other features that supported by the report development tools.
- Report publishing – how reports are published to the warehouse portal, including building new folders or other mechanisms that organize and present the data in an intuitive, user friendly fashion.
- ETL scheduling and execution – includes how ETL processes are scheduled, what steps are taken to view execution progress, and how processes are validated for completion. Information should also address what steps are taken to troubleshoot in the event of an issue, and how to restart processes in the event processing halts unexpectedly.
- Report execution scheduling and batch processing – present how reports are scheduled for automatic execution, and how batch or offline report execution is monitored. Information should also include how to troubleshoot report execution in the event processing halts unexpectedly.
- Security setup and maintenance – define how security is maintained for the data warehouse portal, including the maintenance or building of security for role based access to the portal content. Security maintenance for the data repositories and ETL processes must also be included.
- Maintenance procedures – Maintenance procedures for the data repositories, including backup schedules, reorganization and rebuilding of database structures and other database maintenance procedures associated with the repositories, ETL processes and reports.

The deliverable should be organized into two sections:

- Developers Manual - outlining and detailing operating, maintenance, development, processes, standards, procedures, plus any other technical information required to fully support ILDS components.
- Operations Manual - presenting the information needed to operate the ILDS components, and to troubleshoot issues that may arise.

As the warehouse components may be developed based on an incremental approach, contractors may tailor their operations training approach and the development of operations training materials to reflect the incremental construction and delivery of the components.

The format of the written portions of the deliverable is Microsoft® Word and/or Microsoft® Excel.

Deliverable 15: ILDS Data Warehouse Operations Training Results

The contractor is required to provide operations and technical training on the ILDS components, with sufficient detail and supporting materials that ISBE staff with the appropriate technical background will be equipped to operate and maintain the ILDS environment and components. The contractor will work with the State to identify knowledge gaps and training needed by ISBE staff to accomplish the ILDS transition

to State control. Training of State staff to build and maintain reports is considered part of the Technical Training effort and should be addressed in work products and deliverables.

Training will address the operational support areas, including:

- Help desk;
- Build processes for software components, including the data warehouse portal;
- Report development tools;
- Report publishing;
- ETL scheduling, execution, and troubleshooting;
- Report execution scheduling, batch processing, and troubleshooting;
- Security setup, administration, and maintenance;
- Maintenance procedures for the data repositories
- System Architecture Training, including:
 - Database structure and design, including longitudinal data structures and reporting data structures;
 - ETL architecture; and
 - Report and query architecture.
- Maintenance Training, including:
 - System administration;
 - System operation;
 - Database management;
 - Security administration;
 - Web administration; and
 - Data administration.

ISBE anticipates that a total of ten (10) resources, including database experts, application and technical experts, help desk resources, and report development resources will receive training on the operations of the warehouse components. Help Desk workers will receive ILDS training including an ILDS overview and specialty training to recognize and interpret errors, connection problems, and other common or expected technical issues.

ISBE will be responsible for sending State staff to specific programming language, report and software development tools professional training, if the training is required to support ILDS components. The contractor will be responsible for scheduling and conducting comprehensive operations, technical application and development methodologies training on ILDS components for ISBE staff.

The ILDS Data Warehouse Operations Training Results deliverable describes the results of the operations training provided. Information should document the methods used to deliver the training, the number and types of resources trained, when the training was provided and attendance for the training sessions. As the warehouse components may be developed based on an incremental approach, contractors may tailor their operations training delivery to reflect the incremental construction and delivery of the components.

The format of the deliverable is Microsoft® Word.

Deliverable 16: ILDS Data Warehouse Implementation Plan

The contractor will develop an implementation plan that presents the steps to be followed to first Pilot and then place into production the data warehouse components. The plan will detail the communication, coordination and training activities, performance criteria, assessment tools, and feedback processes for preparing for and conducting Pilot and then production implementation. The plan for establishing pilot data and synchronization should be clearly stated. The goal is to validate the implementation process and tools, and certify the ILDS application, technical environment, help desk and user support materials as ready to move to full production implementation.

The plan includes:

- Time line for Pilot of the data warehouse components and the production implementation timeline of the components.
- Defines an implementation communication plan, including internal and external web communications.
- Defines the technical readiness of the infrastructure to support implementation.
- Documents how and when to monitor and report on implementation readiness.
- Resources – the plan defines what contractor, ISBE, and education partner resources will participate in the Pilot activities and implementation, including what roles the resources will fill, and the timeline for resource support of the implementation effort. ISBE anticipates that our education partners will provide resources to support the Pilot and implementation activities.
- Establishes pilot and production performance criteria that can be used to determine if the components are production ready.
- Disaster recovery – the plan establishes the contingency plans that will be put in place in the event that unexpected circumstances occur during the implementation.
- Any initial or one-time execution or processing that may be needed to support implementation.
- Defines the approach for reaching a go-live decision, including ISBE resources that will participate in the go-live decision for each of the data warehouse components.
- Describes the baseline expectations for the new ILDS at the time of turnover.
- Defines approval and transitioning of the components to ISBE resources, and closeout procedures.
- Builds an Implementation Checklist.
- Post implementation support – the plan defines the approach to providing post-implementation support and the timeline of the support activities.

The plan will provide the approach, timeline and activities required to transition the knowledge and responsibility of operating, supporting and maintaining ILDS from the contractor to ISBE staff. The deliverable should define roles and identify ISBE staff (and backup resources) responsible for the roles to ensure staff are fully prepared to take over the responsibility. The scope of the plan should address the roles and responsibilities for the following areas:

- Data Warehouse maintenance including ETL processing, data warehouse portal, and security;
- Configuration and release Management;
- Database Administration of the warehouse RDBMS;
- Development and testing environment maintenance;
- Application, reporting, and data base server support;
- Security configuration and maintenance;

- Documentation;
- Production monitoring and control;
- Training support; and
- Help desk support.

The format of the Implementation Plan deliverable is Microsoft® Word.

Deliverable 17: ILDS Data Warehouse Pilot Implementation and Recommendations

The ILDS Contractor and Project Team will conduct a pilot to certify the components meet requirements and to validate the implementation process, and the results of this activity will be documented in the Pilot Implementation and Recommendations deliverable. For the Pilot, the components will be accessible to a select set of users. The use of the components provides information on how business processes are affected by the implementation of ILDS, allowing ISBE to plan for the full implementation. During pilot, known and discovered system errors will be fixed by the contractor and updated software will be installed. Every category of work reflected in the ILDS data warehouse components will be part of Pilot activities.

Support will be provided to Pilot users remotely from the project site and via the Help Desk with assistance from the contractor team. Software defects are tracked and addressed via the application maintenance process. During the pilot, the contractor's team performs capacity benchmark tests to analyze the system performance and predict future requirements. This affords the contractor's team the opportunity to consider the need for system tuning and to test overall technical communication of the components.

Progress is evaluated against the pilot performance criteria established in the implementation plan to determine the overall success of the pilot, and to identify any adjustments that need to be made prior to the beginning of the statewide implementation activities. At completion of the Pilot, the Project Team will assess the results, modify implementation and support processes, and continue with implementation when ready and when the go-ahead is issued by the ISBE Project Sponsors.

Help Desk support will become available at the start of Pilot. Prior to Pilot, Help Desk staff must be trained in the new ILDS functionality and supporting materials. They must clearly understand their role and responsibility as part of the Pilot process.

Pilot participants must be fully informed of their testing responsibilities and understand their important role in the ILDS Project. They will require ILDS overview information in their area of work as well as training in the pilot process and communication of their results and experiences. User training and support materials must be available and incorporated into Pilot. Along with the ILDS application, documentation, system support, and Help Desk support are all part of Pilot.

The ILDS Data Warehouse Pilot Implementation and Recommendations deliverable describes the results of the pilot implementation. Information included in the report includes:

- Pilot sites and users that participated in the Pilot activities;
- The content or components that were included in Pilot;
- Results of the pilot including incidents reported and resolved; and
- Recommendations in preparation for production implementation – this includes recommendations for adjustments to the implementation schedule or component implementation approach.

The format of the deliverable is Microsoft® Word.

Deliverable 18: ILDS Data Warehouse User Training and Support Materials

The contractor will develop a set of materials that provides end user training and support information for the ILDS repository. The primary mechanism for training delivery and access to the training and support materials will be online through the data warehouse portal. User training materials are intended to provide an easy-to-navigate source of guidance for using the ILDS data warehouse, and to minimize the need for support resources. Users should be able to search and quickly find training materials targeted to the functions supported by the warehouse and the portal, with navigation assisted by links and other methods that quickly directs users to the information they seek.

Training materials are required for the following areas (at a minimum):

- Data warehouse portal web materials:
 - Layout of warehouse portal;
 - Accessing reports;
 - Entering of report parameters;
 - Drill down and drill through navigation;
 - Printing of reports;
 - Extracting of report data (various output format selections);
 - Other features that may be implemented (email report distribution, links to external resources); and
 - Report development and publishing (limited access).
- Report Generation Tool – based on the report generation tool agreed upon for the project, the contractor will provide training guides to assist end users authorized to create ad hoc reports. It is expected that the selected report generation tool will come equipped with documentation, including user guides and “How do I” guides, and the contractor will supplement this material with additional information tailored to the ILDS repository and platform.

Bidders may propose additional materials to increase the value of their offering. As the components may be developed based on an incremental approach, bidders may tailor their user training approach and the development of user training materials to reflect the incremental construction and delivery of the components. Content must also be easily maintainable by ISBE resources to support future updates.

The primary mechanism for delivery of the training materials will be web access through the data warehouse portal. Therefore, the format of the deliverables should be of a form that is compatible with delivery via this mechanism. Format examples would be HTML, PDF, or Microsoft® Word.

Deliverable 19: ILDS Data Warehouse Implementation Memo

The contractor will prepare a Data Warehouse Implementation memo that details the results of the production implementation of the data warehouse components. Successful implementation and transfer of the ILDS data warehouse to ISBE is the primary goal of the project. The contractor, with support from the ISBE resources, will implement ILDS throughout the State.

The contractor will be responsible for providing post implementation support. It is expected that the contractor will continue to provide post implementation support for two months of primary support and two months in a secondary support role. At the conclusion of the contractor's onsite activities the contractor will deliver the implementation report which summarizes the results of the implementation activities.

As part of implementation, the project team will be focused on fine-tuning the system and preparing State staff to support it. To accomplish a smooth transition to ISBE staff maintaining the system, the contractor will be required to perform production support tasks in two phases. The first phase focuses on achieving

system stability, wrapping up the system documentation and supporting ISBE staff as they take more responsibility for system operations and enhancements. The contractor is expected to provide this support for this phase for two months after all components are placed into production. The second phase then focuses on ramping down the responsibilities of the contractor as ISBE takes full ownership of maintenance and operations. This phase has an expected duration of two months, at that time the operations of the ILDS will be assumed by ISBE operation staff.

During phase 1 and phase 2 of implementation support the contractor will:

- Perform Defect Resolution - The contractor is expected to resolve defects discovered during rollout.
- Perform Performance Monitoring and Tuning – This activity requires the contractor to provide ongoing performance measurements to ensure system performance is acceptable in the production environment. The contractor will be responsible for identifying and resolving potential performance issues and working with ISBE staff to manage and coordinate solutions. Performance monitoring results and summaries will be made available for review on a weekly basis throughout the transition period.
- Support help desk resources in resolving ILDS related calls.

The implementation memo must include at a minimum the lessons learned and evaluation of exit activities. Memo information also includes:

- How many records read from data sources and populated in the warehouse;
- Production jobs schedule implementation, including ETL processing and batch report generation;
- How many reports hosted in the data warehouse portal;
- User access to the portal – what user interactions have occurred during the initial implementation period of four months; and
- Performance tuning recommendations – based on implementation results, what tuning is needed to ensure optimal performance of the warehouse components.

The format of the deliverable is Microsoft® Word.

Deliverable 20: Initial ILDS Data Warehouse User Training and Support Memo

As part of the Pilot of the ILDS repository and portal, the contractor will work directly with the pilot participants (not more than 10 resources) to introduce them to the ILDS repository and to the end user support materials. ISBE anticipates that the delivery of initial user training and support will take place over a period of thirty (30) business days surrounding Pilot. Support will include one day of classroom training and familiarization, and on call support provided on an as needed basis for the thirty day period. Based on feedback from this activity, the contractor will refine the end user materials in preparation for statewide implementation of the ILDS.

As part of statewide implementation, the contractor will monitor the online usage of training and support materials, and based on help desk calls and user feedback will implement updates and refinements in the materials as needed. This monitoring is expected for two months coinciding with production implementation of the ILDS data warehouse portal.

At the completion of the production support period, the contractor will develop and deliver a memo that indicates the completion of the delivery of initial user training and support activities. The memo documents the number of users trained (targeted to Pilot users only), the number of access requests made of the online training materials, the number of help desk calls received, and general information regarding updates to materials and the support provided under this task.

The format of the deliverable is Microsoft® Word.

Deliverable 21: ILDS Data Warehouse Ongoing Support Completion Memo

After implementation of the ILDS repository and portal, the contractor will provide ongoing support and perform the following:

- Provide Warranty support services - For 12 months following the successful rollout and implementation support period for ILDS the contractor will provide Warranty support services. Warranty services will be as specified in the proposal response and mutually agreed upon with ISBE.
- Prepare ILDS Documentation for Turnover – The contractor will prepare a library of the deliverables produced over the course of the project along with any documentation created by the contractor to assist them in their activities. In addition to assembling all the documentation in a library the contractor will provide a “table of content” for the library that lists the name, type of document (e.g. design, operations, project management, and test) and document description.
- Prepare *ILDS Data Warehouse Ongoing Support Completion Deliverable* – Upon completion of successful turnover to ISBE and the completion of the post implementation support activities the contractor will provide the State with a final *ILDS Data Warehouse Ongoing Support Completion Memo*. This memo summarizes the transition activities that took place, as well as current system status information, outstanding problems and recommendations for system enhancements, if any. The memo should provide assessments, conclusions and recommendations with regard to ISBE’s ability to perform maintenance, technical support and administrative support of the new ILDS.

Submission of the ILDS Data Warehouse Ongoing Support Completion deliverable signals completion of the data warehouse construction and implementation component of the ILDS project.

The format of the deliverable is Microsoft® Word.

ILDS Data Warehouse Business and Technical Requirements

The section contains additional and supplemental requirements pertaining to the proposed ILDS data warehouse. These are in addition to the content required in the project deliverables, as described in the *ILDS Data Warehouse Deliverables* section of this RFSP. These are also additional or supplemental to requirements included in the *Proposal Format* section of this RFSP, and other requirements outlined herein that must be met in order to be considered responsive to this RFSP.

Bidders are advised to carefully review the information provided in the *ILDS Data Warehouse Scope of Work*, the *Proposal Format*, and the *Criteria for Review and Evaluation of Proposals* sections of this RFSP with particular focus on the required and expected proposal content.

ILDS Supplemental Requirements

The following table presents supplemental requirements that are to be met for the ILDS Data Warehouse Project.

Supplemental ILDS Requirements	
ILDS Requirement	To Meet Requirement
Privacy protection and data accessibility. The ILDS data warehouse must ensure the confidentiality of student data, consistent with FERPA requirements and other state laws and regulations concerning confidentiality of individual records.	Meet all applicable requirements of the Family Education Rights and Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA). The Role based data warehouse portal that controls access to data must support data masking where result sets are below reporting threshold or would allow for the identification of individual students.
Support the strengthening of ISBE data audit systems including the ability to assess data quality, validity, and reliability.	The ILDS data warehouse must include the ability to capture audit trails, changes to the data model, and include data structures and processing for the capture of audit information for the ILDS data warehouse.
The ILDS data warehouse must include data structures as defined by the ILDS data architecture logical models for the operational data stores, EDEN Data Mart, and longitudinal data structures. These structures enable the linking of records across information systems and data elements across time, and allows for longitudinal analysis of education data.	The enterprise-wide data warehouse implementation must include the implementation of physical data structures and ETL processes that populate data structures as defined by the ILDS data architecture logical models for the operational data stores, EDEN Data Mart, and longitudinal data structures.
User-friendly web enabled data warehouse portal that supports role based access to established reporting, and gives authorized users access to report development and analysis tools supporting ad hoc reporting, and data extraction to user selected formats including PDF, HTML, CSV, Microsoft Excel and text.	The data warehouse portal must be web accessible, and support role based access to reporting features including accessing existing reports, entering parameters, drill down/drill through for reports. Authorized users will have access to analysis and ad hoc reporting

Supplemental ILDS Requirements

ILDS Requirement	To Meet Requirement
	capabilities, and access to multiple output formats including PDF, HTML, CSV, Microsoft Excel and text.
Adherence to ISBE data standards.	Meet ISBE data standards including the naming of conventions for database constructs. The following link provides access to ISBE standards: http://www.isbe.net/ILDS/htmls/project.htm
Compliant with federal data standards and incorporates federal naming standards.	Incorporate federal data standards and definitions as indicated in the data architecture logical models, the National Education Data Model, and SIF specifications.
Incorporate systems listed in the <i>ILDS Data Warehouse Scope of Work</i> section of the RFSP. The ILDS data architecture provides logical models of the data structures to be implemented for the data warehouse.	Include at a minimum the systems listed in the <i>ILDS Data Warehouse Scope of Work</i> and as defined in the ILDS Data Architecture logical models.
Incorporate reporting as listed in the <i>ILDS Data Warehouse Scope of Work</i> section of the RFSP.	Include at a minimum the reporting listed in the <i>ILDS Data Warehouse Scope of Work</i> . The ILDS data architecture provides a mapping of the reporting to the logical data model as a blueprint for the transition of the reports to the ILDS data structures.

Business and Technical Requirements

Bidders are responsible for addressing the business and technical requirements in their offering, and are required to include specific information to indicated requirements as part of their response to this RFSP.

Project Structure

As part of the RFSP response, bidders are requested to describe their project structure and delivery approach to performing the requested work. ISBE prefers a phased approach to the performance of the work requested to implement the ILDS data warehouse and other components of this RFSP. A phased implementation is desired to reduce project risk, and will take into account the workload and available capacity of ISBE resources that are required to support the implementation.

Bidders are free to propose a timeline that achieves a best value implementation for ISBE. The response should take into account the completion of the ILDS data architecture tasks in early 2011, as this will be a key input for performing the requested activities. Bidders are reminded to align the production of deliverables and the project work plan to reflect their implementation approach.

Approach to Maintaining Longitudinal Data

Within the proposal, bidders must describe its approach to maintaining information in longitudinal data structures to meet long-term data retention requirements, the ISBE reporting and data extract requirements, and system performance requirements defined in this RFSP.

Data Warehouse Web Portal

The contractor will be required to provide an ILDS Data Warehouse portal to be maintained by ISBE. Within the proposal response bidders must describe their approach to building a data warehouse portal to include the following characteristic and features that are required for the portal:

- Support role based access, including the following roles:
 - ♦ Administrative - Report authoring, report staging and scheduling role to supports administration of the report content of the portal;
 - ♦ Public access role to view predefined reports, including parameter driven reporting when supported by the report(s);
 - ♦ Administrator role that enables authorized users to manage the portal and portal content;
 - ♦ Analyst role that supports access to ad hoc reporting and analysis tools; and
 - ♦ Researcher role that supports access to data extract and download capabilities.
- List reports and support user access to reporting, including the ability to organize and present reports by business area;
- Provide a user friendly, intuitive layout that minimizes the need for user training and support;
- Provide the capability to display and support linking to other report portals, applications and resources;
- Provide the capability to present overview and program documentation and links that support communications and information dissemination;
- Provide links to online user help;
- Implements security to protect privacy of student data;
- When appropriate, supports drill-down, sorting and filtering capabilities into report data and supports the use of graphics and visualization features in the reports;
- Supports parameter driven reporting;
- Provides for the archiving of reports and for the display of archived report versions;
- Supports the execution and display of reports in a batch mode;
- Supports multiple output formats, including PDF, MS Excel, RTF, CSV and HTML; and
- Captures audit information of report requests and data viewed.

Proposed Implementation Approach

The bidder's response must present the implementation approach to be used for the data warehouse project. The approach includes design and development, testing, Pilot and production implementation of the data warehouse components.

Systems Design and Development Approach

The bidder's response must include information describing the approach to be used for designing and developing the ILDS data warehouse. Bidders must present their System Development Lifecycle (SDLC) Methodology, describing the overall process they will use to plan and execute the tasks needed to develop and/or customize, test, and implement the ILDS data warehouse components described in this RFSP. The methodology includes the bidder's approach to each of the project's phases or stages, as required by the bidder's proposed project structure, implementation approach and the respective techniques that will be utilized.

In order to satisfy the technical and business requirements identified in this RFSP the selected contractor may be required to make customizations to existing software they have developed (for example, software developed for another state), make customizations to public domain software, and/or make customizations to an existing commercial, off-the-shelf (COTS) software package. Bidders must provide the proposed approach for determining and developing software package customizations, and in performing configuration management of software and tools utilized or constructed for the project. Bidders must adhere to ISBE development standards in the use of the application modules or systems necessary to meet project requirements.

Testing Strategy

The bidder's response must include their approach to performing testing activities for the ILDS data warehouse components. Testing is performed to validate that the components implement the technical and business requirements, and that the components will operate in the production environment. The contractor is responsible for establishing appropriate testing environments to support ILDS data warehouse testing activities. ISBE anticipates that testing will include Unit, System, and User Acceptance Testing. The contractor is responsible for planning, managing, and performing the testing activities for Unit and System testing, and working with ISBE resources as they perform Acceptance test of project components. Development of test plans and the performance of testing activities should support the contractor's proposed implementation approach for the project.

The contractor's approach to testing must be comprehensive, and include a series of Test Plans as described in the *ILDS Data Warehouse Deliverables* section of this RFSP. The Test Plans must describe in detail the contractor's specific process for each level of testing. The Test Plans must include the format and quantity of test scripts and scenarios to be developed, testing participants (including ISBE's roles and responsibilities), physical location, testing procedures, test data tables and files, acceptance testing criteria, test tracking systems and processes, problem resolution approach, structured walkthroughs, and testing results deliverable content. The contractor will develop and implement the test environment and software, test cases, and test data during the testing phases. ISBE will provide the hardware and infrastructure required to implement the test environments and perform the test activities.

The contractor must also identify and describe any proposed testing tools in the test plans, including the features provided in the proposed testing tools, and identify the levels of testing which will use the tools. Currently ISBE does not utilize automated testing tools in their development environment.

Implementation Strategy

Bidders must define a structured implementation approach for the ILDS data warehouse solution, and present this strategy as part of the proposal response. The goals of the implementation approach must be to reduce project risk, minimize operational disruption, and provide for the successful implementation of the ILDS components. How the public accesses and perceives the data warehouse components, in particular the data warehouse portal will be a key success factor for the project. The contractor is required to provide an Implementation Plan, as identified in the *ILDS Data Warehouse Deliverables* section of this RFSP that will guide all key stakeholders through the implementation.

ISBE prefers a phased implementation, and bidders have the flexibility to propose an implementation approach that provides a best value solution for ISBE.

Within the proposal, bidders must describe the evaluation criteria that will be used to determine the project's readiness for implementation of each of the project's components. Bidders must describe their recommended implementation approach, including Pilot activities, the proposed production implementation schedule, impacted stakeholders (e.g., ISBE, LEAs, SIS, etc.), system functionality to be included in each implementation phase, and advantages and disadvantages of the proposed implementation strategy and approach.

System Maintenance and Support

The contractor is responsible for configuring and maintaining the ILDS development, test, training, and Pilot systems environments during development and testing. For production and post implementation the contractor will work closely with the ISBE to implement and support the production environment as appropriate. Systems maintenance includes maintaining hardware and software components, including managing and tracking the release of application, database, and operating system software and source code, releases and upgrades of software packages that are integrated into the ILDS environment, and tuning, modifications, and upgrades related to the operating system, database management system, network, and hardware environments.

During the contract period, the contractor must provide application and system update support for all proposed application and system software. It will be ISBE's option to upgrade to new versions of the software offered by the contractor. Whether or not ISBE accepts the upgrades, the contractor must provide on-going application and system software support for the duration of this contract.

The contractor is responsible for defining and maintaining version control methods and tools used to control the release of software versions and source code. This includes the development and identification of a baseline software version and the tracking and deployment of subsequent software versions. The contractor must also ensure that all software upgrades operate with the customizations made by the contractor during the design, development, and implementation of ILDS and any subsequent customizations made by the contractor post-implementation.

The contractor must also provide routine maintenance and support of the ILDS repositories and components. This includes supporting all services required to maintain system operations, including the help desk, failure recovery, release of components into the production environment, and supporting disaster recovery services. The support activities will be coordinated with ISBE staff supporting the implementation and transition of the components.

System Maintenance and Support Approach

Within the proposal, bidders must describe their proposed system maintenance and support approach and plan for the ILDS solution including, the products and services that the maintenance plan covers, the approach to upgrades and releases of the components, and the approach for maintaining database structures and ETL processes. ISBE requires detailed information regarding the terms and conditions of the maintenance approach and exactly what products and services fall under the maintenance agreement.

The system maintenance and support approach must provide ISBE the ability to obtain new releases of any proposed proprietary, custom, or COTS software and associated documentation not supported in the ISBE environment but included in the contractor's solution, as they are available from the contractor or software manufacturer at no additional cost to ISBE for the duration of the contract.

The system maintenance and support plan must address the following:

- Preventative maintenance;
- On-call remedial maintenance;
- Bidder's response time for remedial maintenance;
- Maintenance personnel qualifications; and
- Procedure for contacting contractor for maintenance (e.g. Help Desk).

The system maintenance and support approach must meet the *ILDS Service Level Objectives (SLO) Response Times* (defined as the time elapsed between the placement of the call and the start of remedial maintenance activities by maintenance service personnel) as defined in this RFSP.

The contractor must provide software support during the warranty period of the contract.

The bidder's support approach must include, but is not limited, to the following:

- Detailed description of the proposed approach to managing and supporting the ILDS environment;
- Defined process flow of the method ISBE will use to inform the contractor of a required change (i.e. point of contact, process flow and description, etc.) indicating:
 - The committed response time to the State's request;
 - The bidder's approach to assessing the impact of the required change;
 - The bidder's approach to detailing the level of effort required to meet the required change; and
 - The bidder's approach to presenting the plan, schedule, and resources to complete the required modifications prior to the due date.

Help Desk Support

Within the proposal response bidders must provide their proposed help desk support approach for the ILDS. The bidder's proposal must provide information that ISBE can use to evaluate the bidder's knowledge of, and intended approach to help desk support. The information must include a description of the help desk services, problem initiation, escalation, and resolution procedures, methods and service hours for contacting the bidder with problems, and the roles and responsibilities of ISBE and the bidder.

ISBE envisions that the current help desk utilizing ISBE resources will provide level 1 (initial contact) support for help desk calls, and ISBE will receive additional procedures and training that will enable help desk staff to perform level 2 (high level troubleshooting) help desk support. The help desk will be responsible for documenting problems reported from the field, providing assistance, and referring outstanding problems to the infrastructure support team, the application development team, or other resources required to resolve a user's inquiry.

Warranty

The contractor must provide a warranty that will commence upon successful implementation of the data warehouse components, and will effectively ensure that the system functions as it was intended to in a reliable and stable manner. Within the proposal, bidders must describe the ILDS warranty, including the warranty period and items covered. ISBE expects a warranty period duration of one year after production implementation, with warranty costs included in the cost submitted with this proposal response.

Version Control Approach

Within the proposal, bidders must describe their approach to managing multiple versions of software throughout the development, test, production, and post-implementation cycles. Configuration management must address all components of the data warehouse that are subject to change control, including ETL processes, database structures, reports, and the data warehouse portal software.

ISBE currently utilizes SourceGear Vault version 4.1.4 to manage repositories of source code and documentation. Other configuration management tools or software not currently supported by ISBE must be included in the cost proposal, along with justification for their use on the project.

Training Approach

The primary mechanism for training delivery and access to training and support materials will be online through the data warehouse portal. The contractor is required to develop training materials that guide users in the use of the data warehouse portal features. Training materials are intended to provide users with an easy-to-navigate source of guidance for using the ILDS data warehouse, and to minimize the need for support resources. Users should be able to search and quickly find training materials targeted to

the functions supported by the warehouse portal, with navigation assisted by links and other methods that quickly direct users to the information they seek.

Within the proposal, bidders must describe their approach to the development, publication, and maintenance of training materials that supports the user community in accessing the data warehouse portal features and content.

Proposed Technical Environment

Within the proposal response bidders are expected to propose their best value solution and approach that meets the ILDS business and technical requirements identified in this RFSP. The bidders proposed ILDS solution will provide an integrated longitudinal data warehouse environment implemented on ISBE's adopted operating and database system standards, Microsoft Windows Server and Microsoft SQL Server 2008. In addition, the contractor will adhere to ISBE development standards when developing any new custom developed application modules or systems necessary to meet the ILDS requirements.

The ILDS production and all other operating environments (Development, Test, Training, etc.) will reside at ISBE's Springfield data center. The contractor's proposed solution must operate on platforms currently supported by ISBE and be aligned with the ISBE's standard architecture and toolsets. The contractor must work with ISBE resources to define the hardware and software specifications for the development, test, training, and production environments. The following table provides a summary of the standard platforms and tools upon which the ILDS must be developed and hosted.

ISBE's Standard Development and Operating Environment

Platform	Requirement	Core Standard
Server Operating System	Windows Server 2008 R2 64 bit or most current release	X
Database Management System	Microsoft SQL Server 2008 or most current release adopted by ISBE	X
Web Pages	Microsoft Active Server Pages (ASP.NET 3.5 or most current release adopted by the ISBE)	X
Server-side Programming Language	VB.NET	X
Client-side Language	JavaScript	X
Integrated Development Environment	Microsoft Visual Studio 2008 or most current release adopted by ISBE	
Source Control Software	SourceGear Vault v5.0.4 or most current release used by ISBE	X
Report and Ad Hoc Reporting Tool(s)	Crystal Reports XI Release 2, Microsoft SQL Server 2008 Reporting Services or most current release adopted by ISBE	
Desktop Operating System	Microsoft Windows XP, VISTA, Windows 7 or most current release adopted by ISBE	X
Desktop Application Suite	Microsoft Office 2007 Professional	X
Internet Browser	Microsoft Internet Explorer 6.0 or higher Firefox 2.0 or higher Safari 2.0 or higher Opera 9 or higher	X

Bidders must clearly identify any non-standard software or hardware proposed, and provide justification for any such deviations. Deviating from a core ISBE standard, such as the database management

system (DBMS), will not be accepted. Deviating from a secondary ISBE standard, such as report writer, may be acceptable if, in the judgment of the Evaluation Team: (1) it is adequate to the task, and (2) strong justification is provided.

Solution Infrastructure

Within the proposal, bidders must provide diagrams and thorough descriptions of its proposed solution's hardware and network infrastructure that will be utilized in the ILDS environment. The proposed solution must be capable of operating in the ISBE network environments including, but not limited to, Illinois Century Network (ICN). Bidders must describe their proposed hardware and operating system platform and software components that will be included in the ILDS environment. The system must be architected and implemented in accordance with ISBE standards, as presented in the *ISBE's Standard Development and Operating Environment* table in this section of the RFSP.

ISBE will consider a non-ISBE standard report writer product only if the proposed solution includes an industry available report writer as an integrated component of the proposed solution. During the implementation of the proposed ILDS solution, the contractor may apply minor report changes utilizing the proposed integrated non-ISBE standard report writer tool. For the purposes of this RFSP, minor report modifications are those modifications requiring less than 20 hours of effort. However, the contractor must utilize the ISBE standard report writer(s), Crystal Reports XI Release 2 or Microsoft SQL Reporting Services (SSRS) for all new report development. In addition, integrated reports requiring major modification must be rewritten utilizing Crystal Reports XI Release 2 or Microsoft SSRS. For the purposes of this RFP, major report modifications are those modifications requiring 20 or more hours of effort.

Database

ISBE requires that SQL Server 2008 be used for the database platform for the ILDS solution.

The contractor will need to work with ISBE operations staff in the development of maintenance procedures, including the backup and recovery strategy and procedures for production, development and test environments.

Software

Within the proposal, bidders must describe their proposed software components that will be included in the ILDS solution, including software language, software modules, public domain software, commercial off-the-shelf (COTS) software product(s) (as applicable), and standard and ad hoc reporting software. For each software product, the bidder must identify the company, version, key features of the product, and planned number of installations needed to support development, test, training and production environments.

Proposal responses must include an overview of any build processes required to support the proposed solution's components. Bidders are encouraged to propose solutions that automate and streamline the build processes, in particular in the development and deployment of ETL components. Solutions capable of detecting business rules and schema changes and rebuilding ETL components through the use of automation will be evaluated and their relative advantages and disadvantages considered during the evaluation of responses.

Performance

The ILDS environment captures and tracks high-stakes education information as required to support ISBE business practices, and state and federal reporting that includes specific reporting deadlines. ISBE anticipates that peak periods of data loading and data access will occur during compressed timeframes just prior to reporting deadlines. The ILDS environment must perform in a manner that provides sufficient system response time and minimal system downtime to avoid impacting ISBE's and LEA staff's ability to complete their business and reporting requirements. The components must be designed and constructed

in such a fashion that they reflect industry best-practices, and sufficient testing must be performed to ensure that performance is optimal and reliable, and that the components will support user business needs.

From a sizing perspective, ISBE provides the following estimates:

- The ILDS data repository will be comprised of an estimated 500 tables.
- The production environment will require approximately 2 terabytes of data storage.
- Current ISBE reporting practices results in 450,000 hits per year against report servers, resulting in approximately 2,000 hits per day average use with peak periods in excess of 13,500 report requests per day against the SIS reporting servers.

ILDS performance requirements must be validated during the testing and implementation stages of each phase. The contractor must commit to establishing mutually agreeable system response times for performance of typical ILDS functions.

Availability and Problem Resolution Requirements

To ensure the proper availability and reliability of ILDS, the contractor must provide the on-going support and services necessary to meet the ILDS Service Level Objectives (SLOs) outlined in the following table.

ILDS Service Level Objectives

Component	Description	Service Level Objective
Repository Availability	The ILDS data warehouse portal and ETL processes must perform reliably with minimal interruption in service to the ILDS users during normal business hours.	Repository Availability: 99% Business hours 6:00 A.M to 9:00 P.M Central Time during weekdays
Problem Resolution	ILDS problems will be categorized by their severity and the type of fix as defined below. Severity: • Work Stoppage • Work Slowdown • Non-critical – little to no impact Type of fix: • Functional Restoration: ILDS functional loss/failure is restored via a temporary fix or work around. • Problem Resolution: Problem causing the functional loss/failure is permanently corrected.	Work Stoppage • Call Response Time: Contractor must respond to problem calls within 2 hours during regular business hours. • Functional Restoration: Must be completed within 4 hours. • Problem Resolution: Must be completed within 24 hours. Work Slowdown • Call Response Time: Contractor must respond to problem calls within 4 hours. • Functional Restoration: Must be completed within 8 hours. • Problem Resolution: Must be completed within 48 hours. Non-critical • Call Response Time: Contractor must respond to problem calls within one business day. • Functional Restoration: Must be completed within 48 hours.

Component	Description	Service Level Objective
		• Problem Resolution: Must be completed within 96 hours.
Help Desk Support	The contractor must provide 2nd level support at ISBE Headquarters during the post-implementation support period. The contractor must provide on or off site 2nd level help desk support during the warranty period.	Post Implementation Support Period • Response time: Contractor will be on-site and provide help desk support to ISBE help desk staff as appropriate. Warranty Period • Call Response Time: Contractor must respond to ISBE help desk calls within 4 hours. • Problem Resolution: Contractor must adhere to Problem Resolution SLO described above.
System Downtime Notification	Notification of scheduled downtime must be provided to ISBE, ISBE project teams, and end users.	Scheduled downtime notification must be provided by the contractor

Normal business hours are defined as between 6:00 a.m. and 9:00 p.m. Central Time during weekdays.

Security

Confidentiality of information is of paramount importance to ISBE and all its stakeholders. The ILDS repository will contain confidential student and staff information that must be secured and not disclosed without the proper authorization as defined under State and Federal privacy laws. ILDS must satisfy Federal Education Rights and Privacy Act (FERPA) security and privacy requirements. To ensure data confidentiality, the ILDS solution must implement security methods and procedures to prevent unauthorized access to data, either through the data warehouse portal or outside the application via Internet access, direct database access, or report writers.

Access to the ILDS environment must be restricted to authorized users based on their user profile configurations which control to specific application features and functions. The contractor will work with ISBE to define the role-based security model, standard user account structures, security access profiles, and user account maintenance policies and procedures that will be implemented for the ILDS environment.

The contractor is required to provide an overall Security Strategy as part of the *ILDS System Design deliverable*, identified in Section *ILDS Data Warehouse Deliverables*. The Security Strategy must define the security architecture and the security and access structure, including user account structure; user account and profile maintenance; user group profile and maintenance; user and group access security matrix (defining access to application menus, features and functions); and audit reporting of system and application access. Additionally, the Security Strategy must clearly define the process to authenticate users. The Security Strategy must also define the Internet access security approach and architecture.

In addition to general security, the FERPA requires that student identity information must not be released without proper authorization. ILDS must have appropriate safeguards to ensure that any reports produced or query results do not inadvertently reveal confidential information. Currently ISBE uses the "Rule of Ten," which states that when aggregate data included in reports or queries will disaggregate student achievement data by one or more student attributes, including any and all demographic or program participation attributes, the report/query results must be suppressed wherever ten or fewer

students are members of the subset defined by the selected attributes. For example, if a query requests the number of students at a particular school, of a particular ethnic group, who achieved above a certain test score, no result should be returned if there are ten or fewer students who fit the query criteria.

Security Architecture

Within the proposal, bidders must describe their proposed security components and functions at each architecture level (e.g., application, ETL, database, network, server, etc.), including software products that may be used.

Regardless of whether the Rule of Ten, or some other approach to protecting the privacy of student data is proposed, bidders must explain how they will ensure that in no case will any data be reported that would deliberately or inadvertently make public any information (test score, program participation, demographics, etc.) associated with an individual pupil.

Managing Security

Within the proposal, bidders must describe their proposed approach for defining and managing security levels for the data warehouse portal and data repository, including the capabilities associated with each security level.

Approach to FERPA

Within the proposal, bidders must describe their proposed approach for ensuring that ILDS satisfies the FERPA security and privacy requirements, especially in terms of aggregate data reporting and role based access to analysis and reporting tools and data extract capabilities.

Compliance with the Information Technology Accessibility Act:

All information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Information Technology Accessibility Act (30 ILCS 587) and the standards required under Section 15 of the Act

Required Qualifications

The purpose of the *Required Qualifications* section is to provide ISBE the ability to verify the experience and knowledge claims made in the proposal by the bidder and to assess the bidder's prior record in providing services to other similar organizations. If the proposed bid involves the use of any subcontractors where the subcontractor's project involvement exceeds twenty-five percent (25%) of the proposal total cost amount, the subcontractor must also comply with the contractor qualifications requirements identified in the following sections:

- *Contractor History and Background;*
- *Customer References;*
- *Project Experience;* and
- *Required Qualifications for Project Team Members.*

Bidders are advised that the information and responses to this section are mandatory and serve as a critical portion of the proposal evaluation and selection process. ISBE may contact organizations provided by the bidder in response to this section. If the ISBE evaluation team discovers any negative comments in the evaluations, the bidder may be asked to provide, in writing, an explanation of the situation and circumstances. Bidders are advised that if such explanations are requested and provided by the bidder, the submitted explanation may or may not erase or mitigate the concerns of the ISBE evaluation team. The information contained in the explanation may be used by ISBE in determining the bidder's responsiveness to this requirement.

ISBE seeks a contractor with demonstrated experience and expertise in the following areas:

- Documented experience in design, implementation, and evaluation of data collection and analysis systems for educational entities;
- Demonstrated expertise in data warehouse applications for educational entities;
- Expertise in Microsoft SQL Server and Crystal Reports technologies;
- Experience in developing dissemination strategies for large scale data reports;
- Adequate personnel and other resources necessary to complete the required activities; and
- A successful track record with similar projects.

Contractor History and Background

Within the proposal, the bidder must provide requested information on its organization. If the bidder's proposal includes subcontracting, the following information must be provided for the prime contractor and all proposed subcontractors. Proposals that do not provide this information may be considered non-responsive.

The bidder must provide the following information:

- Name of the firm(s);
- Mailing address;
- Contact person and title;
- Contact telephone number(s) and fax number(s);
- Brief history and background about the company;
- Services and products offered by the company;
- Number of employees;

- Office locations;
- General information about the company; and
- Identification of prime contractor or subcontractor on this project.

Customer References

The bidder must provide at least three (3) customer references. If the bidder's solution involves subcontractors with greater than 25% of the proposed cost, the response must include customer references for the prime contractor and all subcontractors. Responses that do not provide at least three customer references for the prime contractor and all subcontractors with greater than 25% of the proposed cost may be considered non-responsive. To eliminate the potential for a conflict in interest, the bidder may not utilize ISBE as a reference.

Customer reference information must include the following information:

- Name of the firm(s);
- Name of customer;
- Contact person and title;
- Contact telephone number(s) and fax number(s);
- Customer address;
- Project name;
- Dates of engagement;
- Description of services provided; and
- Applicable web addresses that ISBE can visit in order to view the client's system or information online.

The customer references must be recent, whereby the bidder performed similar work as that requested within the last ten (10) years. It is highly preferred that the customer references be from organizations where business processes and data needs are comparable to those performed by ISBE in terms of functionality and complexity. Specifically, the referenced project will be considered comparable if it contains at least three (3) or more of the following minimum attributes:

- A system that supports the No Child Left Behind (NCLB) federal legislation;
- A system that maintains test assessment data;
- A system that maintains student-level data (e.g., demographics);
- A system that maintains personnel-level data (e.g., teacher and administrator demographics); or
- A system that provides a longitudinal data repository that is primarily used for data extracts, research and analysis, and reporting.

Project Experience

Information about project experience allows ISBE to determine if the bidder has performed in the capacity/role to meet the experience requirement. The bidder must provide information about the company's project experience for each of the following areas:

- Project management experience;
- Data warehouse experience; and
- Education enterprise experience.

Specifically, the bidder must provide the following detailed information for each of the experience areas:

- Project experience requirement area (i.e., project management, data warehouse, or education enterprise);
- Project name;
- Customer name and address;
- Customer contact name and telephone number;
- Project start and end dates;
- Brief description of the project; and
- Names of proposed ILDS Project team members who participated on the project.

ISBE reserves the right to contact any and all of the customers referenced to validate the bidder's response to the RFSP. If the bidder's response cannot be validated by the references provided, the bid may be deemed non-responsive and rejected.

Required Qualifications for Project Team Members

The selected contractor will be responsible for providing the qualified staff (i.e., the project team) necessary to design, develop, train, and implement the ILDS data warehouse as outlined in this RFSP. It is anticipated that project team members will perform their work on the ILDS data warehouse project at the ISBE project site which is located at 100 North First Street, Springfield, Illinois 62777 unless formal permission from ISBE is granted to work from an alternate location.

Continuous two-way communication and transfer of knowledge between the contractor and key stakeholders must occur throughout the project. To support these efforts, ISBE will provide, at a minimum, the following staff to assist with the project. The contractor must provide all other required staff.

State-Provided Project Staff				
Organization	Project Team Role	Number	%	Time
ISBE	Project Sponsors	Two (2)	20%	Duration of project
ISBE	Project Manager	One (1)	100%	Duration of project
ISBE	Assistant Project Manager	One (1)	10%	Duration of project
ISBE	Data Specialists	Two (2)	25%	Duration of project
ISBE	Database Administrator	One (1)	15%	Duration of project
ISBE	Data Stewards	Four (4)	As needed	Duration of project

Process for Personnel Substitutions Prior to the Commencement of the ILDS Data Warehouse Project

The project team actually assigned to the ILDS Data Warehouse Project must, at a minimum, include the staff identified in the bidder's final proposal. Should a change occur in the proposed staff prior to the commencement of the ILDS Data Warehouse Project, the contractor may request approval from ISBE to substitute personnel. Personnel substitutions will **only** be considered when replacements are proposed with individuals who possess equivalent skills and experience. All requests for personnel substitutions must be submitted in writing and accompanied by a completed Project Team Experience Matrix sheet (Appendix B) and a résumé for each new candidate proposed for consideration. If the Project Manager position requires a substitution prior to the commencement of the project, the contractor must likewise request approval from ISBE. The written request must include the reason for the change and be

accompanied by a completed Project Team Experience Matrix and résumé for the individual being proposed as a substitution. ISBE will either approve or reject the substitution. No work may begin by proposed staff members until approvals are granted. If the contractor is unable to provide a suitable candidate within five (5) business days, ISBE reserves the right to consider the contractor in default.

Process for Personnel Substitutions After the Commencement of the ILDS Data Warehouse Project

ISBE recognizes that a resignation, or other human resources' issues, may impede the contractor's ability to complete the project with the original team members. Should a change occur in the proposed staff after the commencement of the ILDS Data Warehouse Project, the contractor may request approval from ISBE to substitute personnel. Personnel substitutions will **only** be considered when replacements are proposed with individuals who possess equivalent skills and experience. All requests for personnel substitutions must be submitted in writing and accompanied by a completed Project Team Experience Matrix sheet (Appendix B) and a résumé for each new candidate proposed for consideration. The replacement project team member must possess the same or a higher level of technical expertise and/or experience than the original staff person leaving the project. ISBE reserves the right to approve or reject all personnel substitution requests. Further the contractor will not be allowed extra time or money to replace personnel.

To maintain compliance with the contract, the contractor must notify the ISBE ILDS Project Sponsors and the Project Manager of personnel vacancies and make replacement requests as explained above. Such notification must be furnished to the ILDS Project Sponsors and Project Manager within fifteen (15) business days of the first known absence or loss of the original person. This requirement applies to personnel substitutions made prior to and after the commencement of work on the ILDS Project.

Contractors are also advised that ISBE reserves the right to demand staff replacements on an individual basis by giving the contractor ten (10) business days written notice. Proposals must include a statement from the contractor that it will comply with the staffing provisions as explained above.

Project Team Organization

Bidders must provide an organizational chart of their proposed project team as a part of their proposal. The organizational chart must include staff positions to be provided by the bidder, and staff positions provided by ISBE (see the *State-Provided Project Staff* table above). The project team organization provides ISBE an understanding as to how the bidder envisions utilizing human resources.

Project Team Experience

Within the proposal, bidders must provide completed Project Team Experience Matrix Forms (Appendix B). If the bidder's solution involves subcontractors with greater than 25% of the budget and serving in one of the below-listed project roles, the response must include completed Project Team Experience Matrix Forms for the prime contractor and subcontractors. The Project Team Experience Matrix Forms are included as Appendix B, Project Team Experience Matrix. Bidders must complete at least one form for each required project team role listed below. Additional project roles do not require the submission of the Project Team Experience Matrix Forms, but should be included in the organizational chart, and corresponding staff résumés must be included in the proposal.

Bidders are advised to submit proposals that include information about the assignment of project team roles to qualified staff who meet the minimum number of years experience as described in the following table. Experience in education-enterprise data warehouse projects is desired. Bidders that propose staff who do not meet the minimum number of years of experience in any one of the project experience requirements may be considered non-responsive. ISBE reserves the right to contact any and all of the customers referenced to validate staff qualifications and the information provided on the Project Team Experience Matrix Forms.

Project Team Experience Requirements – Required Project Roles

Project Team Role	Requirement
Project Manager	The Project Manager should have a minimum of five (5) years of experience managing data architecture, data warehouse, or education enterprise software design and development projects. A certified Project Management Professional (PMP) in good standing is desired. The contractor must provide a completed Project Team Experience Matrix and résumé that reflects the individual's project management experience.
Database Administrator	The Database Administrator should have a minimum of three (3) years of experience constructing and implementing data warehouses that support an environment similar to the proposed ISBE ILDS data warehouse solution. Experience and knowledge of Microsoft® SQL Server 2008 is required. The contractor must provide a completed Project Team Experience Matrix and résumé that reflects the individual's data architect experience.
Systems/Business Analyst(s)	The Systems/Business Analysts should have experience in assessing current systems and processing, defining business requirements and rules, and assisting in the design and testing of data warehouse components as envisioned for the ISBE ILDS solution. Experience in education data warehouses is desired. The contractor must provide a completed Project Team Experience Matrix and résumé that reflects the individual's systems/business analyst experience.

Project Team Member's Résumés

Within the proposal, Bidders must provide the résumé for each proposed staff person. It is the bidder's responsibility to ensure the résumés and Project Team Experience Matrix support the responses in the bid. Bid responses that cannot be substantiated by the résumé will not be awarded points.

Project Management Approach Requirements

The contractor will be responsible for defining the project management approach that will be used to manage the design, development, and implementation of the work requested in this RFSP. The project management components that the contractor is responsible for include, but are not limited to, project workplans, project deliverables, schedules and budgets, risk management, change management, issue management, and quality management.

Project Workplan

Within the proposal, bidders must provide their proposed project workplan, developed in Microsoft® Project 2003 (or later version, if adopted by the ISBE). The contractor will be responsible for the development and maintenance of a detailed, project workplan that must include, but is not limited to the information listed below.

- The identification and definition of all project phases, stages, and tasks;
- Respective start dates, duration of tasks, dependencies of tasks, milestones, deliverable draft, and final due dates; and
- The responsible party (e.g., contractor, ISBE, etc.).

The contractor is also responsible for identifying:

- All deliverables to be produced; and
- The procurement, receipt, and installation dates for software, if applicable.

Throughout the project, the workplan must be continually updated by identifying new tasks, reflecting the progress of each task, and indicating tasks completed. The updated workplan must be provided to the ISBE ILDS Project sponsors and Project Manager with the first status report of each month.

The project workplan must identify all proposed tasks associated with the construction of the deliverables described in the *ILDS Data Warehouse Scope of Work* section of the RFSP. The project workplan must also include:

- Proposed duration for each task;
- Task dependencies;
- Project milestones and deliverables; and
- Task owners by organization (including tasks involving the contractor and ISBE).

The workplan should demonstrate the bidder's ability to meet the overall project schedule, and align with the resources that are identified for the project. The ability to meet the project timeline as presented in a realistic, well thought-out workplan is a critical evaluation factor for the proposal.

The bidder's project workplan should also include the anticipated use of ISBE resources, and demonstrate opportunities for ISBE staff to work collaboratively with the proposed staff during the development and implementation of the ISBE ILDS data warehouse solution.

The ISBE ILDS PMO will work jointly with the contractor to incorporate the workplan into the overall ILDS project workplan.

Project Deliverables

The contractor will be required to formally submit project deliverables throughout the ISBE ILDS Project. The contractor is required to use the standard Microsoft® Office 2007 (or later version, if adopted by ISBE) product suite in the preparation of project correspondence, reports, plans, and deliverables unless written permission from ISBE to deviate is granted.

Project deliverables must be prepared and submitted to ISBE by their scheduled final completion dates. The project deliverables must comply with contractual requirements. The contractor and the ISBE ILDS Project Manager are responsible for coordinating the review of project deliverables within the specified review period from its receipt. ISBE is expecting that formal walkthrough sessions will be conducted for the major project deliverables. The walkthrough sessions will be organized and scheduled by the contractor, with assistance from ISBE. A final version of each project deliverable must be provided to the ISBE ILDS Project Manager by the due date specified on the approved project workplan. Final deliverables that meet contractual requirements will be approved by the ISBE ILDS Project Sponsors and ISBE Project Manager. Project deliverables that do not meet contractual requirements will be returned to the contractor as incomplete. Project deliverables submitted after their scheduled draft and/or final version completion dates will be reviewed in a timely manner, but are not subject to the predefined ISBE business day turnaround requirement.

The contractor must store project work papers at the ISBE headquarters in Springfield, Illinois. All work papers are considered the property of the State. All work in progress is considered the property of the State.

At a minimum, the following project deliverables must be submitted to ISBE during their respective stages of the project. Project deliverables associated with the project start-up stage are defined as project

management deliverables, and a document outline for each of these deliverables must be included in the contractor's proposal.

Required ILDS Data Warehouse Project Deliverables	
Deliverable	Content
1. Weekly and monthly status reporting	Written weekly status reports on project activities
2. Project management plan	Project management components as required by this RFSP and described below that define how the project will be managed. The content will be developed jointly with the ILDS PMO
3. ILDS Data Warehouse Requirements	Documents requirements to be met for the ILDS Data Warehouse
4. ILDS Data Warehouse System Design	The System Design of the ILDS Data Warehouse
5. ILDS Data Warehouse Detailed Design	The Detailed Design components of the ILDS Data Warehouse
6. ILDS Data Warehouse Unit Test Plan	The Unit Test Plan for the ILDS Data Warehouse components
7. ILDS Data Warehouse Software and Components Unit Test Results	The results of the Unit testing of the ILDS Data Warehouse components
8. ILDS Data Warehouse System Test Plan	The System Test Plan for the ILDS Data Warehouse components
9. ILDS Data Warehouse System Test Scripts	The scripts and other testing materials used to support the performance of System Testing of the ILDS Data Warehouse
10. ILDS Data Warehouse System Test Results	The results of System Testing of the ILDS Data Warehouse
11. ILDS Data Warehouse Acceptance Test Plan	The Acceptance Test Plan for the ILDS Data Warehouse components
12. ILDS Data Warehouse Acceptance Test Scripts	The scripts and other test materials used to support the performance of Acceptance Testing of the ILDS Data Warehouse
13. ILDS Data Warehouse Acceptance Test Results	The results of Acceptance Testing of the ILDS Data Warehouse
14. ILDS Data Warehouse Operations Training Materials	The materials developed in support of Operations Training for the ILDS Data Warehouse
15. ILDS Data Warehouse Operations Training Results	A document that presents the delivery of ILDS Data Warehouse Operations Training
16. ILDS Data Warehouse Implementation Plan	The plan for the implementation of the data warehouse components, including user change management and user communications
17. ILDS Data Warehouse Pilot Implementation and Recommendations	The results of the Pilot implementation of the ILDS Data Warehouse, and provides recommendations for adjustments and improvements for production implementation
18. ILDS Data Warehouse User	The materials developed for User Training and Support of

Required ILDS Data Warehouse Project Deliverables	
Deliverable	Content
Training and Support Materials	the ILDS Data Warehouse
19. ILDS Data Warehouse Implementation Memo	The activities and results of the implementation of the ILDS Data Warehouse
20. Initial ILDS Data Warehouse User Training and Support Memo	The results of the delivery of initial training and support for users of the ILDS Data Warehouse
21. ILDS Data Warehouse Ongoing Support Completion Memo	The results of the ongoing ILDS Data Warehouse support effort and signals the completion of the data warehouse construction and implementation project

Deliverable Overview

Within the proposal, bidders must identify each deliverable by name and provide a description of how the deliverable will be provided. At a minimum, the bidder's response must include the project deliverables identified in the table - *Required ILDS Data Warehouse Project Deliverables* provided above. Bidders may propose additional deliverables that might improve the values of the bidder's offering. All proposed deliverables must be accompanied by a complete description of how it will be provided that enables ISBE to evaluate their relationships to, and value for, the project. Proposed additional deliverables must also be incorporated into the cost proposal if they are expected to incur expenditures with payment expectations.

Project Management Plan Deliverable Outlines

Within the proposal, the bidder must provide a document outline for each of the following project management deliverables identified in the Project Management Plan (i.e., deliverable #2):

- Project workplan;
- Issue Plan;
- Risk Plan; and
- Quality Management Plan.

Project Management Approach

The contractor is responsible for effectively managing the activities and deliverables associated with the design, development, and implementation of the ISBE ILDS data warehouse. The contractor's Project Manager must attend weekly ISBE ILDS Project status meetings and may be requested to attend monthly executive status meetings and monthly ILDS Data Advisory Committee meetings. The contractor must also provide a weekly status report. The updated project workplan must be attached to the first status report of each month. The weekly status report must include, but is not limited to, the following:

- Weekly accomplishments and completed tasks;
- Activities and tasks in progress;
- Upcoming activities and tasks;
- Previous planned activities and tasks not accomplished, the reason for not accomplishing them, and the plan for bringing them back on schedule, including associated risks and costs;
- Issues and anticipated problems and recommendations for resolution of them; and
- Deliverable status and anticipated due dates.

The required project management components include, but are not limited to, the project workplan, project risks, project changes, project issues, project deliverable quality, and knowledge transfer. The bidder must provide information that can be used by ISBE to evaluate the bidder's knowledge of, and intended approach to, project management.

The ISBE PMO will work with the contractor to align and integrate project management practices with ISBE practices.

Workplan Management Approach

Within the proposal, the bidder must describe the proposed approach to effectively managing the project workplan. At a minimum, the bidder must describe the method for ensuring timely updates to the workplan, the approach for managing and communicating changes to ISBE, and the approach for tracking baseline versus actual.

Risk Management Approach

Within the proposal, the bidder must describe its proposed approach to risk management. At a minimum, the bidder must describe its approach to risk identification, risk analysis, risk response development, risk monitoring, and control.

Change Management Approach

Within the proposal, the bidder must describe its proposed approach to change management. At a minimum, the bidder must describe the change control system to be used and its approach to change identification, impact evaluation, change authorization, and change implementation.

Issues Management Approach

Within the proposal, the bidder must describe its proposed approach to issues management. At a minimum, the bidder must describe the issue management control system to be used and its approach to issue identification, impact evaluation, issue assignment, and issue resolution.

Quality Management Approach

Within the proposal, the bidder must describe its proposed approach to quality management. At a minimum, the bidder must describe its approach to quality planning, quality assurance, and quality control.

Knowledge Transfer Approach

Within the proposal, the bidder must describe its proposed approach to performing knowledge transfer to the ISBE staff who support the data warehouse RDBMS and the data warehouse portal.

Compliance with Standards

All information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Information Technology Accessibility Act (30 ILCS 587) and the standards required under Section 15 of the Act (see <http://www.dhs.state.il.us/iitaa>).

Proposal Format

Each proposal must be submitted in five parts in the formats outlined below. Each part must be submitted in a sealed package separate from the other part with appropriate labels as directed in the *Submission Requirement* section of this RFSP. Please use the following as a checklist in assembling your completed proposal. Bidders must provide all information requested in the narrative description and must address all points.

Bidders are advised to restrict their responses to the page limits indicated below for Part I, sections 7 and 8.

Part I: Narrative Description. Bidders are advised that cost information must not be included within the narrative description.

___A. Cover Page: The cover page must contain the following information. Must be signed by the official authorized to submit the proposal.

1. Name, address, telephone and fax numbers, and e-mail address of the contractor;
2. Name and telephone number of the contact person; and
3. Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).

In addition, a business or organization that is a division or subsidiary of another organization must provide the following information.

1. Name and address of the parent company;
2. Name of chief executive officer;
3. Parent company's website address;
4. Type of organization (i.e., sole proprietor, corporation, partnership, etc.)
Type of organization should be reported the same as identified on the taxpayer identification form; (Attachment 5);
5. Length of time the parent company has been in business;
6. Annual sales for the most recently completed fiscal year (July 1 through June 30), if applicable;
7. Number of full-time employees;
8. State of incorporation, state of formation, or state of organization;
9. Location(s) and telephone numbers of the major offices and other facilities that are pertinent to the contractor's performance under the terms of this solicitation; and

10. Parent company's FEIN.

- ___2. **Table of Contents:** This section must contain a table of contents. All major parts of the proposal, including forms, must be identified by page numbers.
- ___3. **Executive Summary/Proposal Overview:** This section must describe the salient features of the proposal. It must contain an overview of the bidder's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Such conclusions and recommendations presented in this section will not be evaluated and will not be a factor in the selection of the successful proposal. Pricing information must not be included in the Executive Summary.
- ___4. **Exceptions to the RFSP:** Each bidder must carefully review and understand the contractual terms and provisions set forth in Appendix A. The proposal must clearly identify suggested exceptions if any, to the contractual terms and provisions. **Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. ISBE is under no obligation to accept exceptions or modifications suggested by the bidder (or any subcontractors), and any exceptions or modifications will affect ISBE's evaluation of the proposal and may result in rejection.** If the bidder (or any subcontractors) does wish to suggest exceptions or modifications, then all such exceptions or modifications must be submitted with the proposal. Failure to resolve exceptions to the contractual terms within three (3) business days from ISBE's first contact with the bidder regarding the exceptions may preclude ISBE's further consideration of the bidder's proposal.
- ___5. **Required Qualifications and Customer References:** The proposal must include:
- a. A description of the bidder's organization;
 - b. Bidder's history and background – Required information is outlined in the *Contractor History and Background* section of this RFSP; and
 - c. Customer references – Required information is outlined in the *Customer References* section of this RFSP. This includes the names, addresses and telephone numbers of business references from companies where similar services have been provided (these references should not be from Illinois State Board of Education employees or members of the Board). List the type of services performed and dates of service. Proposers should provide the following information for each reference:
 - i. Name of the firm(s);
 - ii. Name of customer;
 - iii. Contact person and title;
 - iv. Contact telephone number(s) and fax number(s);
 - v. Customer address;
 - vi. Project name;
 - vii. Dates of engagement;
 - viii. Description of services provided; and
 - ix. Applicable web addresses that ISBE can visit in order to view the client's system or information online.
 - d. Project Experience – Required information is outlined in the *Project Experience* section of this RFSP and includes focus in the following areas:
 - i. Project management experience;

- ii. Data warehouse experience; and
- iii. Education enterprise experience.
- e. A list of all contracts (including contract numbers) that the bidder has had with the Illinois State Board of Education during the past five years (do not include contracts with public entities such as ROEs, schools, etc.).

___6. Project Team Organization and Staffing Response: The proposal must include:

- a. An organizational chart of the proposed project team;
- b. Project team experience matrix forms for the proposed Project Manager, Database Administrator, and System/Business Analysts; and
- c. Project Team résumés.

___7. Project Management Approach Response (50 page limit): The proposal must include:

- a. The bidder's proposed Project Management Approach
- b. Proposed Project workplan, including:
 - i. Tasks and dependencies
 - ii. Project milestones and deliverables
 - iii. Task owners by organization (include contractor and ISBE tasks)
- c. Deliverables management approach and deliverables descriptions
- d. Workplan management approach
- e. Project management plan components approach, including:
 - i. Risk Management
 - ii. Change Management
 - iii. Issue Management
 - iv. Quality Management
- f. Knowledge Transfer Approach

___8. Business and Technical Requirements Response (75 page limit): In this section, bidders should present their vision of how the ISBE data warehouse is realized and how the project will achieve success in implementing an enterprise-enterprise data warehouse, reports, and a data warehouse portal. Bidders should define the scope of their offered services, and how they meet the *Scope of Work* as defined in the RFSP.

This section includes the bidder's responses to the following:

- a) Project structure - describe the proposed project structure and delivery approach to performing the requested work, including:
 - The bidder's approach to accomplishing the goals of the ILDS Data Warehouse RFSP;
 - How the bidder will utilize their experience in building enterprise-wide data warehouses for the benefit of the ILDS Project;
 - How the bidder will work collaboratively with ISBE to identify and validate

- data requirements for the ILDS data warehouse;
 - The methodology to be utilized in the development of the data warehouse components;
 - How any proposed tools will be used to support the development of the data warehouse components; and
 - A description of the bidder's approach to constructing the deliverables, and how this approach meets the RFSP requirements.
- b) Approach to Maintaining Longitudinal Data - describe the approach to maintaining information in longitudinal data structures to meet long-term data retention requirements, the ISBE reporting and data extract requirements, and system performance requirements defined in this RFSP.
- c) Data Warehouse Web Portal - the response must describe the approach to building a data warehouse portal to include the required characteristic and features.
- d) Proposed Implementation Approach – the response must present the implementation approach to be used for the data warehouse project. The approach includes design and development, testing, Pilot and production implementation of the data warehouse components:
- i. Systems Design and Development Approach - describe the approach to be used for designing and developing the ILDS data warehouse, including the System Development Lifecycle (SDLC) Methodology.
 - ii. Testing Strategy - describe the approach to performing testing activities for the ILDS data warehouse components.
 - iii. Implementation Strategy - describe the evaluation criteria that will be used to determine the project's readiness for implementation of each of the project's components, and the recommended implementation approach, including Pilot activities, the proposed production implementation schedule, and advantages and disadvantages of the proposed implementation approach.
 - iv. System Maintenance and Support Approach - describe the proposed system maintenance and support approach and plan for the ILDS solution including, the products and services that the maintenance plan covers, the approach to upgrades and releases of the components, and the approach for maintaining database structures, ETL processes, and reports.
 - v. Help Desk Support - bidder's proposal must provide information that ISBE can use to evaluate the bidder's knowledge of, and intended approach to help desk support.
 - vi. Warranty - describe the ILDS warranty, including the warranty period and items covered. ISBE expects a warranty period duration of one year after production implementation, with warranty costs included in the cost submitted with this proposal response.
 - vii. Version Control Approach - the bidder must describe its approach to managing multiple versions of software throughout the development, test, production, and post-implementation cycles.
- e) Training Approach – describe the approach to the development, publication, and support of training materials that supports the user community in accessing the data

warehouse portal features and content.

Bidders must also describe their approach to developing operations training materials, and their approach to providing training for operations and support staff.

- f) Proposed Technical Environment - The bidder's response must describe the proposed solution's technical architecture that will provide an integrated longitudinal data warehouse environment.
 - i. The bidder must clearly identify any non-standard software or hardware proposed, and provide justification for any such deviations.
 - ii. Solution Infrastructure - the bidder must provide a diagram and thorough description of its proposed solution's hardware and network infrastructure that will be utilized in the ILDS environment.
 - iii. Database – SQL Server 2008 is to be used for the database platform for the ILDS solution.
 - iv. The bidder must describe its proposed hardware and operating system platform and software components that will be included in the ILDS environment.
 - v. Software - the bidder must describe its proposed software components that will be included in the ILDS solution, including software language, software modules, public domain software, commercial off-the-shelf (COTS) software product(s) (as applicable), and standard and ad hoc reporting software. Proposal responses must include an overview of any build processes required to support the proposed solution's components.
- g) Security and Security Architecture - Within the proposal, the bidder must describe its proposed security components and functions at each architecture level (e.g., application, database, network, server, etc.), including software products that may be used.
 - i. The bidder must explain how it will ensure that in no case will any data be reported that would deliberately or inadvertently make public any information (test score, program participation, demographics, etc.) associated with an individual pupil.
 - ii. Managing Security - Within the proposal, the bidder must describe its proposed approach for defining and managing security levels for the data warehouse portal, and data repository, including the capabilities associated with each security level.
 - iii. Approach to FERPA - Within the proposal, the bidder must describe its proposed approach for ensuring that ILDS satisfies the FERPA security and privacy requirements, especially in terms of aggregate data reporting and role based access to analysis and reporting tools and data extract capabilities.

Part II: Cost Proposal

___A. Cover Page: The cover page must contain the following information.

1. Name, address, telephone and fax numbers, and e-mail address of the bidder;
2. Name and telephone number of the contact person; and

3. Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).

B. The payment schedule shall coincide with each deliverable. Each deliverable shall be accompanied by an invoice in accordance with the payment schedule. ISBE shall determine if the deliverable is in accordance with the scope of work and any previous deliverable(s). ISBE shall notify the contractor of any deficiencies in the deliverable. Once ISBE has accepted a deliverable, payment will be made according to Illinois Statutes.

Include any proposed software or tools as separate line items, and indicate if these are required or optional for your approach. Include justification for the use of the software or tool as part of the cost proposal (in addition to information that may have been included in Part I Business and Technical Requirements Response). Include yearly licensing costs and/or maintenance and update costs to allow ISBE to evaluate the operational cost of the proposed tools or software.

If the bidder is using subcontractors, then the cost proposal must include the anticipated amounts for subcontractors, and the subcontractor's FEIN. Bidders can adjust the percentages associated with each deliverable in the following table to reflect their proposed payment amounts.

Example Payment Schedule		
Deliverable	Payment %	Payment Amount
1. Weekly and monthly status reporting	5%	\$XXX
2. Project management Plan	5%	\$XXX
3.ILDS Data Warehouse Requirements	5%	\$XXX
4.ILDS Data Warehouse System Design	5%	\$XXX
5.ILDS Data Warehouse Detailed Design	10%	\$XXX
6.ILDS Data Warehouse Unit Test Plan	5%	\$XXX
7.ILDS Data Warehouse Software and Components Unit Test Results	5%	\$XXX
8.ILDS Data Warehouse System Test Plan	5%	\$XXX
9.ILDS Data Warehouse System Test Scripts	5%	\$XXX
10. ILDS Data Warehouse System Test Results	5%	\$XXX
11. ILDS Data Warehouse Acceptance Test Plan	5%	\$XXX
12. ILDS Data Warehouse Acceptance Test Scripts	2%	\$XXX
13. ILDS Data Warehouse Acceptance Test Results	5%	\$XXX
14. ILDS Data Warehouse Operations Training Materials	5%	\$XXX
15. ILDS Data Warehouse Operations Training Results	1%	\$XXX
16. ILDS Data Warehouse Implementation Plan	1%	\$XXX

Example Payment Schedule		
Deliverable	Payment %	Payment Amount
17. ILDS Data Warehouse Pilot Implementation and Recommendations	1%	\$XXX
18. ILDS Data Warehouse User Training and Support Materials	5%	\$XXX
19. ILDS Data Warehouse Implementation Memo	10%	\$XXX
20. Initial ILDS Data Warehouse User Training and Support Memo	5%	\$XXX
21. ILDS Data Warehouse Ongoing Support Completion Memo	5%	\$XXX
Total	100%	\$XXX

Additional Software or Tools Costs _____

Total Contract _____

ISBE has the option of renewing the contract for system maintenance for up to five years following the initial contract period pending satisfactory performance of the contractor and sufficient appropriation for the program. Information regarding hourly pay rates for contractual staff must be provided for the duration of the contract. Position titles and corresponding pay rates per hour for each renewal period must be provided for each individual paid with funds from this contract. The following table serves as an example.

Example Hourly Rate Schedule		
ISBE Fiscal Year	Position Title	Hourly Rate
FY 2014 (July 1, 2013 – June 30, 2014)		
FY 2015 (July 1, 2014 – June 30, 2015)		
FY 2016 (July 1, 2015 – June 30, 2016)		
FY 2017 (July 1, 2016 – June 30, 2017)		
FY 2018 (July 1, 2017 – June 30, 2018)		

- C. Subcontracting information, if applicable:** Bidders are advised that the selected contractor will be required to provide copies of all subcontracts, where the total amount of the subcontract is cumulatively greater than \$25,000 over the term of the subcontract including any and all renewals, to ISBE within twenty (20) days of execution of a contract with ISBE.

Bidders are also advised that all subcontracts must include the same standard certifications, assurances, disclosures, and conflicts of interest as is required of the contractor. See Part III of the *Proposal Specifications and Format* section: *Certifications and Assurances*; Attachments 1-8 apply as applicable and are required of contractors and their subcontractors.

If subcontracting is proposed, then the following information is required:

- a. Name(s) and address(es) of subcontractor(s);
- b. Need and purpose for subcontracting;
- c. Measurable and time-specific services to be provided;
- d. Associated costs (i.e., amounts to be paid under subcontracts); and
- e. FEIN for each subcontractor.

Part III: Certifications and Assurances (Attachments 1 - 8): Complete and submit the following certification forms and provide other information as requested below. Forms must be signed by the official authorized to submit the proposal and to bind the bidder to its contents as applicable.

- ___A. Standard Certifications for Bidders and Subcontractors (Attachment 1)
- ___B. Disclosure of Conflict and Financial Interest (Attachment 2)
- ___C. Department of Human Rights Public Contract Number (Attachment 3)
- ___D. Minority, Female, Person with Disability Status and Subcontracting (Attachment 4)
- ___E. Contractor's Federal Taxpayer Identification Number, Legal Status Disclosure Certification and Contract Addendum (Attachment 5)
- ___F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment 6)
- ___G. Certification Regarding Lobbying (Attachment 7)
- ___H. Federal Funding Certifications and Assurances (Attachment 8)
- ___I. Certificate of Good Standing, a copy of assumed name certificate from home county, or other official documentation of proof that bidder is a legal entity in good standing and authorized to do business in Illinois.

Part IV: Compact Discs: Submit according to the specifications outlined in the *Submission Requirements* section.

Part V: Redacted Version: Submit according to the specifications outlined in the *Submission Requirements* section.

Criteria for Review and Approval of Proposals

Below are the parts that will be evaluated and their relative weights in point format. Proposals may receive up to a maximum score value of 1,000 points. Those proposals receiving the highest overall scores will be considered in rank order. The criteria for review for each part are listed below.

Part I: Criteria for Narrative Description

Each narrative description of all proposals received will be evaluated and ranked independently of the cost proposal. Each proposal will be evaluated and scored based on its contents toward meeting the requirements outlined in this RFSP. The narrative description will be worth a maximum of 600 points. Proposals that receive fewer than the minimum eighty percent (80%) required narrative points (480 points) will not be eligible for cost evaluation or award. **The cost proposal shall remain sealed until the evaluation of the narrative proposal is completed.** No announcement of total cost will be made during the receipt and opening of proposals.

The score for the narrative description represents 60% of the total points attainable in the RFSP evaluation process and includes contractor qualifications, customer references, project team qualifications, project management approach, and technical and business requirements.

- ___A. Project Team Organization and Staffing: The total number of points for the project team organization and staffing is 100. The bidder's project team organization and staffing will be judged against the scope of work outlined in this RFSP and the qualifications including education, work experience and skills of the proposed staff to perform the activities required.
- ___B. Project Management Approach: The total number of points for the project management approach is 100. The bidder's project management approach will be judged against the requirements outlined in the RFSP.
- ___C. Business and Technical Requirements: The total number of points for qualifications is 400. The bidder's proposed solution and implementation approach will be judged against the qualification requirements outlined in the RFSP.

Part II: Criteria for Cost Proposal

The score for the cost proposal represents 40% of the total points. The cost envelopes accompanying each bidder's proposal will not be opened until all narrative description components have been evaluated and scored. The following formula will be applied.

All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{maximum points available} = \text{awarded points}$$

Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 400 points.

$$\frac{\$100,000}{\$125,000} = 80 \times 400 = 320 \text{ points}$$

Cost will be the deciding factor between substantially similar proposals.

If ISBE does not consider the proposed cost to be fair and reasonable, and it cannot negotiate to an acceptable cost, then ISBE reserves the right to cancel the award and take appropriate action to meet its needs. ISBE will determine whether the cost is fair and reasonable by considering the proposal, including the bidder's qualifications; the bidder's reputation; the cost proposed; other known prices; the project budget; and other relevant factors.

Proposals received and not awarded will be retained by ISBE during the contract period. ISBE reserves the right to award additional contracts if performance of contractors selected is unsatisfactory; a contractor withdraws; or the contract is terminated by mutual agreement.

Appendix A

Contractual Terms and Provisions

The performance of the services and requirements described in the RFSP shall be subject to the following contractual terms and provisions. Suggested exceptions to the contractual terms and provisions set forth below are allowed, as long as they do not affect the bidder's ability to perform the required services. Such exceptions and modifications, however, are discouraged. The Illinois State Board of Education (ISBE) is under no obligation to accept exceptions or modifications suggested by the bidder, and any exceptions or modifications will affect the ISBE's evaluation and may result in rejection. All terms to which the bidder does not suggest an exception or modification will be deemed by the ISBE as having been accepted by the bidder, and shall become a part of the contract between the ISBE and the selected bidder. The ISBE reserves the right to amend and supplement these terms and conditions in the contract between the ISBE and the selected bidder.

1. **Definitions.** The following definitions shall apply to the contractual terms and provisions set forth below:

"Agreement" shall mean and refer to the contract entered into between ISBE and the Contractor for the performance of the Services. The Agreement shall include, without limitation, the terms set forth in this Appendix to the RFSP.

"Confidential Information" is defined in Section 8 below.

"Contractor" shall mean and refer to the contractor selected through this RFSP.

"Cost Proposal" shall mean and refer to the cost proposal approved by ISBE for inclusion in the Agreement, based upon the cost proposal submitted by the Contractor in accordance with the RFSP.

"Custom Work Product" is defined in Section 7 below.

"Embedded Software" is defined in Section 7 below.

"ISBE" shall mean and refer to the Illinois State Board of Education.

"Laws" is defined in Section 16 below.

"Parties" shall mean and refer to the Contractor and ISBE. "Party" shall mean and refer to either the Contractor or ISBE.

"Proposal" shall mean and refer to the proposal approved by ISBE for inclusion in the Agreement, based upon the proposal submitted by the Contractor in accordance with the RFSP.

"Services" shall mean and refer to the services and requirements to be performed by the Contractor in accordance with the Proposal.

"Term" shall mean and refer to the period from the date of execution of the Agreement (but no earlier than January 1, 2011 through June 30, 2013, subject to earlier termination as provided in the Agreement.

2. **Performance of the Services.** The Contractor shall perform the Services (i) with a high degree of skill, care, and diligence; (ii) in accordance with the highest professional standards; and (iii) in accordance with any schedule of deliverables set forth in the Proposal. The Contractor shall provide all personnel, materials, and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and

experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent contractor. Neither the Contractor nor its personnel or subcontractors shall be considered agents or employees of ISBE or the State.

3. **Post Performance Review.** Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the Agreement. Funds may be expended only for activities occurring during the Term.
4. **Subcontractor.** For purposes of this section, subcontractors are those individuals or entities specifically hired to provide to the Contractor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract.
5. **Designation of Subcontractors.** If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE's prior written approval, comply with the provisions of Public Act 96-0795, and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:
 - Name(s) and address(es) of subcontractor(s);
 - Need and purpose for subcontracting;
 - Measurable and time-specific services to be provided;
 - Associated costs, i.e., amounts to be paid under subcontracts;
 - Federal Employer Tax Identification Number for each subcontractor;

If contractor chooses to subcontract with an entity for more than \$25,000 (accumulative total over term of contract which includes any and all renewals), the contract between the contractor and their subcontractor that was proposed on the proposal must contain the standard certifications and disclosures and conflicts of interest (Attachment 1). ISBE must have a copy of each subcontract the contractor has listed on their proposal within twenty (20) days of execution of the contract between ISBE and Contractor.

 - Standard Certifications and Disclosures and Conflicts of Interest must be completed and signed by any subcontractor.

Subcontractor Requirements. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Services to be performed by such subcontractor, to assume toward the Contractor all of the obligations and responsibilities which the Contractor, by this Agreement, assumes toward ISBE. The Contractor shall be responsible to ISBE for acts and omissions of the Contractor, its subcontractors, their respective agents and employees, and any other persons performing portions of the Services, or claiming by, through, or under the Contractor, and shall be responsible to ISBE for any damages, losses, costs, or expenses resulting from such acts or omissions. Each subcontract agreement for a portion of the Services is hereby assigned by the Contractor to ISBE provided that the assignment is effective only after termination of this Agreement by ISBE by reason of a Contractor Default, and only for those subcontract agreements which ISBE accepts by notifying the subcontractor in writing. The Contractor shall execute and deliver to ISBE any instruments reasonably required by ISBE to confirm and evidence any of the preceding contingent assignments. Each subcontract agreement for a portion of the Services shall contain a provision specifically identifying ISBE as a third party beneficiary of such subcontract.

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. If at any time during the term of the Contract, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer, of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Contractor's and subcontractor's risk.

All subcontractors must include the standard certifications and disclosures and conflicts of interest, completed and signed by the subcontractor.

6. **Reporting.** During the Term, the Contractor will provide weekly progress reports. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment together with such other supporting documentation as ISBE may reasonably request. A payment schedule will be prepared by ISBE for inclusion with the Agreement.

7. **Rights to Work Product.**

a) Definitions.

1. "Custom Work Product" means the resulting software (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation, and the like) and other data, materials, and products created by the Contractor on behalf of ISBE and in furtherance of the Services.
2. "Embedded Software" means any pre-existing software owned by the Contractor or by any third party and incorporated or embedded into the Custom Work Product.
3. "Generic Components" means the software/programming tools developed generally by the Contractor to support the Custom Work Product and which (a) can be used in Web sites and systems other than the Custom Work Product developed hereunder; (b) can be used completely free of the Custom Work Product Content; and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.

- b) Ownership of Custom Work Product. ISBE shall own all rights, title, and interest to any Custom Work Product. The Contractor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Custom Work Product is vested in the ISBE. If by operation of law any of the Custom Work Product, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees, the ownership of such Custom Work Product including all related intellectual property rights.

- c) License to Embedded Software. Except as otherwise specifically set forth in the Proposal, (i) the Agreement conveys no ownership rights to ISBE with respect to Embedded Software; and (ii) ISBE is granted a paid-up, world-wide, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, ISBE's use of the Custom Work Product and for no other purpose. Any use of embedded software must have the prior written approval of ISBE.

- d) Ownership of Generic Components. ISBE shall own all rights, title, and interest to any Generic Components to the Custom Work Product. The Contractor expressly acknowledges and agrees that all such Generic Components constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and alternatively, hereby irrevocably assigns all ownership or other rights it might have in the Generic Components to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Generic Components is vested in the ISBE. If by operation of law, any of the Generic Components, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees, the ownership of such Generic Components including all related intellectual property rights.

8. Confidential Information.

- a) Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient; or (iii) information received by the recipient from a third party who was free to disclose it.
- b) Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize, or disclose such Confidential Information to any third party without the other Party's prior written approval provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark, or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- c) Student Records. The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.
- Any student records in the Contractor's possession shall be returned to ISBE when no longer needed for the purposes for which they were provided, or
 - At ISBE's request, any student records in the Contractor's possession shall be permanently destroyed, and the Contractor shall provide written confirmation to ISBE upon destruction.

9. **Correction of Deficient Services.** Prior to the expiration of the Term, the Contractor shall, at its earliest opportunity and its sole cost and expense, correct any Services which are defective or deficient or otherwise contain or reflect errors or omissions.

For one calendar year following the Term of this Agreement, a Custom Work Product created by the Contractor will function substantially in accordance with the representations and requirements set forth in this Request for Sealed Proposal. However, no warranty of the fitness of the product created shall apply if the ISBE or any third party makes any addition or modification to the Custom Work Product not contemplated by the Parties in connection with such Custom Work Product.

10. Default and Termination.

- a) Termination for Convenience: ISBE may terminate this Agreement upon thirty (30) days written notice to the Contractor. Such notice shall be sent to the address set forth for notice by over-night delivery or certified mail, return receipt requested. In the event of such notice of termination from ISBE to the Contractor, the Contractor shall have the right to perform all Services scheduled to be performed during the period covered by such notice and to be fully and fairly compensated therefore. ISBE shall have the right to receive so much of the work product as has been created by the Contractor through the effective date of the notice of termination, and may, at its election, procure such work as may be necessary to complete the Services from other contractors.
- b) Contractor Default: The occurrence of any one or more of the following matters constitutes a default by the Contractor under this Agreement (a "Contractor Default"):
1. The Contractor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;
 2. Contractor makes a general assignment for the benefits of its creditors;
 3. The Contractor shall commence or consent to any case, proceeding, or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or of the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Contractor or for all or any part of the Contractor's property;
 4. Any case, proceeding or other action against the Contractor shall be commenced (a) seeking to have an order for relief entered against the Contractor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Contractor or for all or any part of the Contractor's property;
 5. The breach of any representation, certification, or warranty made by the Contractor herein or Contractor's failure to comply with any other provision of this Agreement; or,
 6. The Contractor attempts to assign, convey or transfer this Agreement or any interest herein without ISBE's prior written consent.
- c) Upon the occurrence of a Contractor Default, ISBE may, without prejudice to any other right or remedy ISBE may have under this Agreement or at law and/or in equity, terminate the Agreement and/or the Contractor's right to perform Services under this

Agreement. In either such case, ISBE may finish the Services by whatever method ISBE may deem expedient. Any damages incurred by ISBE as a result of any such Contractor Default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to ISBE by the Contractor upon demand.

- d) Liquidated Damages. The late delivery or untimely performance of the Services required under this Agreement by the Contractor will cause irreparable harm to ISBE in light of its obligations under state and federal law. As a result, ISBE shall have the right to assess liquidated damages as set forth in this Subsection if the Contractor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement:

If the Contractor fails to meet any of the foregoing deliverable dates, the Contractor shall pay to ISBE liquidated damages of \$3000 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided; however, that no liquidated damages will be assessed during the time after delivery by the Contractor and while still under review by ISBE. Said amount is a good faith estimate of damages based on average salary, staff commitment, and time allocation to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout ISBE. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. ISBE may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent ISBE from claiming damages for subsequent failures to meet the time schedule.

11. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent, or other intellectual property right.
12. **Insurance (for non-government entities only).** The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:
- a) A broad form Commercial General Liability Insurance Policy, including a waiver of subrogation endorsement in favor of ISBE, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of ISBE, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Contractor's Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than

\$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.

- b) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased, and non-owned automobiles, written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
- c) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease.
- d) A Professional Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of ISBE. The Professional Liability Insurance Policy must be written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to, systems analysis, system design, programming, data processing, consulting, system integration, and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis, and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Services.

Upon execution of this Agreement, the Contractor shall provide copies of certificates of insurance evidencing the coverage described in this Section. The policies specified above shall be placed with insurance companies reasonably acceptable to ISBE, shall name ISBE and its board members, officers, and employees as additional insureds (excluding the Worker's Compensation Policy and Automobile Insurance Policy) and shall incorporate a provision requiring the giving of notice to ISBE at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any such policies. Unless otherwise agreed to in writing by ISBE, the Contractor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Contractor hereunder.

13. **Key Persons.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in the Proposal is key to the satisfactory performance of this Agreement by the Contractor. The Contractor shall not substitute for key personnel assigned to the performance of this Agreement without prior written approval from the ISBE project manager except as follows:

- a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.
- b) Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor's performance of this Agreement.

14. **Non-availability of Funding.** Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.
15. **Record-keeping.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of ISBE, the Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.
16. **Compliance with Laws.** The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.
17. **Cumulative Rights.** Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
18. **No Waiver.** No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.
19. **Assignment.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the US Civil Rights Act, Section 504 of the federal Rehabilitation Act, and other applicable laws and rules, the State does not unlawfully discriminate in employment, contracts, or any other activity.

21. **Website Incorporation.** ISBE expressly states that it will not be bound by any content on the Contractor's website even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of ISBE.
22. **Solicitation and Employment.** Contractor shall not employ any person employed by the Illinois State Board of Education during the term of this contract to perform any work under this Contract. Contractor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this contract.
23. **Background Check.** ISBE may require the Contractor to conduct name based criminal history background checks or driver history background checks of any of Contractor's officers, employees or agents assigned to perform work under this Agreement. Copies of said background checks shall be provided to ISBE. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this contract in the event background checks reveal irregularities.
24. **Ethics Training.** The Contractor shall, at least annually, at the time and in a form chosen by ISBE in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act, 5 ILCS 430/1 et. seq., sign a form acknowledging the completion of such training, and submit such form to ISBE's Ethics Officer by a date determined by ISBE on an annual basis.
25. **Anti-Trust Assignment.** If Contractor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Contractor shall assign to the State all right, title, and interest in and to the claim or cause of action.
26. **Stevens Amendment.** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

Appendix B

FORM 1 – PROJECT TEAM EXPERIENCE MATRIX

ROLE: PROJECT MANAGER

Candidate's Name: _____

Role Requirement

The Project Manager should have a minimum of 5 years of experience managing data architecture, data warehouse, or education enterprise software design, development, and implementation projects. A certified Project Management Professional (PMP) in good standing is also desired. The contractor must provide a completed Project Team Experience Matrix and résumé that reflects the staff person's project management experience. The Project Manager experience should include the following:

1. Managing systems design and development projects;
2. Performing quality assurance activities;
3. Managing the design, development, and implementation of an education enterprise data warehouse;
4. Utilizing structured project management methodology techniques; and
5. Utilizing structured Systems Development Life Cycle (SDLC) methodology techniques.

Projects Where Candidate Performed Role:

For each project experience listed, indicate the client name/contact, project name, start and end dates the candidate performed the role, the experience gained (reference item numbers above), and the duration of the experience.

Client Name Contact	Project Name	Dates	Duration	Experience Gained
e.g., Department of Education, Jane Doe (123-555-6789)	Project 1	1/2005 – 5/2006	1.5 years	1,3,4
Total Years of Experience in Role				

Appendix B

FORM 1 – PROJECT TEAM EXPERIENCE MATRIX

ROLE: DATABASE ADMINISTRATOR

Candidate's Name: _____

Role Requirement

The Database Administrator should have a minimum of 3 years of experience designing, constructing, and implementing data warehouses that support a data repository similar to the proposed ISBE ILDS solution. The contractor must provide a completed Project Team Experience Matrix and résumé that reflects the staff person's database administrator experience. The experience should include the following:

1. Developing and implementing enterprise-wide data architectures;
2. Design of data systems and logical and physical databases for education enterprises;
3. Implementing data models;
4. Supporting database operations and database tuning;
5. Knowledge and experience with Microsoft® SQL Server 2008.

Projects Where Candidate Performed Role:

For each project experience listed, indicate the client name/contact, project name, start and end dates the candidate performed the role, the experience gained (reference item numbers above), and the duration of the experience.

Client Name Contact	Project Name	Dates	Duration	Experience Gained
e.g., Department of Education, John Doe (123-555-9876)	Project 1	1/2005 – 5/2006	1.5 years	1,3,4
Total Years of Experience in Role				

Appendix B

FORM 1 – PROJECT TEAM EXPERIENCE MATRIX

ROLE: SYSTEMS/BUSINESS ANALYST

Candidate's Name: _____

Role Requirement

The Systems/Business Analysts should have experience in assessing current systems and processing, defining business requirements and rules, and assisting in the design and testing of data warehouse components as envisioned for the ISBE ILDS solution. Experience in education enterprise data warehouses is desired. The contractor must provide a completed Project Team Experience Matrix and résumé that reflects the staff person's Systems/Business Analyst roles. The experience should include the following:

1. Analyzing enterprise-wide data architectures;
2. Analyzing and design of data systems for education enterprises;
3. Developing and validating business requirements and business rules;
4. Developing test cases and test materials;
5. Implementation of education enterprise data warehouses; and
6. Utilizing a structured Systems Development Life Cycle methodology.

Projects Where Candidate Performed Role:

For each project experience listed, indicate the client name/contact, project name, start and end dates the candidate performed the role, the experience gained (reference item numbers above), and the duration of the experience.

Client Name Contact	Project Name	Dates	Duration	Experience Gained
e.g., Department of Education, Sue Doe (123-555-1234)	Project 1	1/2005 – 5/2006	1.5 years	1,3,4
Total Years of Experience in Role				

Standard Certifications for Bidders and Subcontractors

1. Introduction

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

This section and each subsection applies to subcontractors used on this contract. Contractor shall include these Standard Certifications in any subcontract used in the performance of the contract.

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

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

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

- The contract may be void by operation of law,
- The State may void the contract, and
- The Contractor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

Contractor hereby understands and agrees to the following terms, which shall form part of Contractor's agreement with the Illinois State Board of Education ("ISBE"):

2. Legal Ability to Contract

Contractor 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:

- a) Contractor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
- b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.
- c) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).
- d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the

provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

- e) If Contractor employs 25 or more employees and this contract is worth more than \$5,000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Contractor 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).
- f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).
- g) Contractor, 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.
- h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, 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. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, 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).
- i) Contractor has not 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).
- j) If contractor, or any officer, director, partner, or other managerial agent of Contractor, 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 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).
- k) Contractor, its affiliates, and all relevant subcontractors 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 Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- l) Contractor certifies that it, and any affiliate, is not barred from being awarded contract under 30 ILCS 500/50-11 which prohibits a contractor from entering into a contract with a State agency if the contractor is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.
- m) Contractor and all affiliates are not barred from being awarded a contract under 30 ILCS 500/50-12 and that they 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. The Contractor acknowledges failure to comply can result in the contract being declared void.
- n) Contractor certifies in accordance with 30 ILCS 500/50-14 that it is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the

Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.

- o) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor 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).
- p) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- q) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).
- r) Contractor 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).
- s) Contractor 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).
- t) Contractor 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, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- u) The contractor certifies in accordance with (30 ILCS 584) 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 of any child under the age of twelve (12).
- v) Contractor 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 of Illinois or any State agency until the violation is mitigated."
- w) Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).
- x) Contractor 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 contractors 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 (EO No. 1 (2007)).
- y) Contractor 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).
- z) Contractor certifies that is 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).

- aa) Contractor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43), and as applicable has obtained an assumed name certificate from the appropriate authority or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

3. Equal Employment Opportunity (required by 44 Ill. Adm. Code 750.10)

In the event of Contractor's noncompliance with the provisions of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the rules of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or rule. During the performance of this contract, Contractor agrees as follows:

- a) That it will not discriminate against any employee or bidder for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Bidders will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.
- g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify ISBE and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

4. State Board of Elections

Section 20-160 (b) of the Illinois Procurement Bulletin (30 ILCS 500) states "Every bid submitted to and every contract executed by the State on or after the effective date of this amendatory Act of the 95th General Assembly shall contain a) a certification by the bidder or contractor that either (i) the bidder or contractor is not required to register as a business entity with the State Board of Elections pursuant to this Section; or (ii) the bidder or contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration; and (b) a statement that the contract is voidable under Section 50-60 for the bidder's or contractor's failure to comply with this Section." This Act was effective 01-01-2009.

Please check the appropriate box below:

- ☐ The Contractor certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Business entity is defined in 30 ILCS 500/50-37 as any entity doing business for profit, whether organized as a corporation, partnership, sole proprietorship, limited liability company or partnership, or otherwise. Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(or)

- ☐ The Contractor certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

IMPORTANT: If the Contractor certifies that it has registered as a business entity with the State Board of Elections then the official certificate **MUST** be included in Subpart III: Certifications and Assurances. If the registration certificate is not included, then ISBE shall reject the bid.

Signature of Contractor

Name of Contractor

Title

Date

Disclosure of Conflict and Financial Interest

Part I - Conflicts of Interest

Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13) necessitates identification of any person who may be subject to the conflict of interest prohibition shown below. If any such person is identified, ISBE will determine whether to grant an exception to the prohibition and allow any award to stand. Explain each conflict of interest pursuant to the statutorily identified categories defined below. Show this conflict of interest information immediately following the statutory language.

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

Section 50-13. Conflicts of Interest.

- 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 ½% 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, to have or acquire any such contract or direct pecuniary interest therein.
- d) **Securities.** Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- e) **Prior interests.** This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

f) **Exceptions.**

- 1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
 - 2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
 - 3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
 - 4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
 - 5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Healthcare and Family Services, the Department of Public Health, or the Department of Aging.
- g) **Penalty.** A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

CHECK ONE:

☐

No conflict 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 directly or is associated indirectly with the conflicted individual.

Part II – Disclosure of Financial Interest in the Vendor

Ownership Disclosure (30 ILCS 500/50-35)

List the name, address, dollar or proportionate share of ownership, and instrument of ownership or beneficial relationship of each person from your business having any ownership or distributive income share that is in excess of 5% or \$106,447.20, whichever is less. (If your business is a publicly traded entity subject to federal 10K reporting, you may submit a copy of your 10K disclosure instead of completing this part of the disclosure.)

Privately held Corporations with more than 400 Shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code. Vendor may skip Part II of this form but must complete Part I Disclosure of Conflict of Interest Form.

Name	Address	Ownership Instrument	Dollar or Share of Ownership

(Attach extra sheets if necessary)

Do any of the persons listed above fall into any of the following categories? Yes ____ No ____

- a) State employment, currently or in the previous three (3) years, including contractual employment of services.
- b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two (2) years.
- 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 three (3) years.
- d) Relationship to anyone (spouse, father, mother, son or daughter) holding elective office currently or in the previous two (2) years.
- 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 three (3) years.
- f) Relationship to anyone (spouse, father, mother, son or daughter) holding appointive office currently or in the previous two (2) years.
- g) Employment, currently or in the previous three (3) years, as or by any registered lobbyist of the State government.
- h) Relationship to anyone (spouse, father, mother, son or daughter) who is or was a registered lobbyist in the previous two (2) years.
- i) Compensated employment, currently or in the previous three (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.

- j) Relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee in the last two (2) years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

If the answer is yes, provide a complete explanation. (Attach extra sheets if necessary.)

Part III: Disclosure of Business Operations with Iran *(All Contractors 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:

- a) 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
- b) 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. ISBE may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

Check one of the following items, and if the second item is checked disclose the required information.

☐ 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:

Contractor's
Name (printed) _____

Official authorized to sign on behalf of VENDOR:

Name (printed) _____ Title _____

Signature _____ Date _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-101) If you employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed proposal for one **prior** to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below and return with bid or proposal:

Name of Company (and DBA): _____

- ☐ (check if applicable): The number is not required as the company has employed fourteen (14) or less full-time employees during the 365 day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number: _____

or, if number has not yet been
issued, date completed proposal for
the number was submitted to DHR: _____

NOTICE: Please be aware that, as of January 1, 2010, per Public Act 096-0786, all those filing for, or renewing an IDHR number will be charged a \$75.00 registration fee. Such registration will be valid for five years from the date of issuance.

Proposal forms may be obtained by:

1. Telephone: 312-814-2431, DHR Public Contracts
2. Internet: Download form at www.sell2.illinois.gov.
3. Mail: Write to Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601

Name of Company: _____

By: _____

Date: _____

Attachment 4, 4a and 4b Instructions

Attachment 4 outlines the Agency BEP policy in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575

Utilization Plan: This must be completed whether subcontracting is allowed or not. All bidders complete the top of the form through the "person responsible for compliance" section. If subcontracting is not allowed, per the RFSP contractual terms, then the bidder either checks the first box that they are a recognized BEP firm, or all boxes are left blank. If subcontracting is allowed, per the RFSP contractual terms, then at least one box must be checked. You may check more than one box, if you are a BEP firm and you intend to utilize another BEP firm as a subcontractor.

Section I: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms. If subcontracting is not allowed, per the RFSP contractual terms, then leave blank.

Section II: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms. If subcontracting is not allowed, per the RFSP contractual terms, then leave blank.

Section II B: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms. If subcontracting is not allowed, per the RFSP contractual terms, then leave blank.

Attachment 4a: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms, and prime vendor intends to utilize a BEP recognized subcontractor. Otherwise, leave blank.

Attachment 4b: All bidders must complete this form.

Minority, Female, Persons with Disability Status and Subcontracting

The Agency takes all necessary and reasonable steps to ensure nondiscrimination in matters relating to the solicitation and award of contracts. In addition, this section of the solicitation implements the policy and the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

VENDOR ASSURANCE. The Vendor makes the following assurance and agrees to include the assurance in each subcontract that the Vendor signs with a subcontractor or supplier:

The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

CONTRACT GOAL TO BE ACHIEVED BY THE VENDOR. This contract includes a specific Business Enterprise Program (BEP) utilization goal of 20% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal.

CERTIFIED VENDOR LOCATOR REFERENCES. Vendors may consult CMS' BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm, as well as the directories of other certifying agencies. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

BIDDING PROCEDURES. Compliance with this Attachment is required prior to the award of the contract and the failure of the Vendor to comply will render the bid/proposal non-responsive.

The following subsections are guidelines for the Vendor's response to Attachment 5 and Attachment 5a (the Utilization Plan). A format for the Utilization Plan is included as the last two pages of this Attachment. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. **The Utilization Plan must be submitted in a separate, sealed envelope or container within the Offer Container.**

- a) The bid/proposal as initially submitted must contain an acknowledgement of this Attachment and a verification that the Utilization Plan has been provided at the time of proposal submission. Failure to submit a Utilization Plan shall render the bid non-responsive.
- b) The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.
- c) The Utilization Plan must provide the name and contact information of the Vendor's official responsible for compliance with this Attachment.
- d) The Utilization Plan shall include, for each certified vendor proposed for the performance of work to achieve the contract goal, the following:
 - (1) The name and address of each certified vendor to be used;
 - (2) The name of the agency/organization that has certified the vendor as disadvantaged, minority or woman business enterprise (i.e., CMS Business Enterprise Program, Women's Business Development Center, etc.). At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** (The criteria for eligibility: The business is at least 51% owned and controlled by a minority, woman, or person with

disability, the owner is a U.S. citizen or resident alien, and the annual gross sales and receipts of the business are under \$27 million.)

- (3) A detailed description of the commercially useful work to be done by each certified vendor;
 - (4) The price to be paid to each certified vendor for the identified work specifying the quantity, unit price and total subcontract price;
 - (5) A letter of intent (Attachment 5a) between the Vendor and the certified vendor(s) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan;
 - (6) If applicable, an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
- e) An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited.
 - f) The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive.
 - g) The goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.
 - h) The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

CALCULATING CERTIFIED VENDOR PARTICIPATION. The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. The selected Vendor is only able to count toward the contract goal the value of payments made for the work actually performed by certified BEP vendors. Credit during contract performance will be given for payments to CMS certified BEP vendors. Counting guidelines are summarized below:

- a) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- b) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- c) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

- d) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- e) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- f) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - (1) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - (2) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.
- g) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

GOOD FAITH EFFORT PROCEDURES. If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

- a) The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid.
 - (2) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
 - (4) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
 - (5)
 - a. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work.
 - b. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
 - (6) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
 - (7) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
 - (8) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (9) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- b) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
 - c) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the

Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

CONTRACT COMPLIANCE. Compliance with this Attachment is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- a) The Utilization Plan may not be amended without the Agency's prior written approval.
- b) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of this Attachment and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- c) Substitutions of a certified vendor shall be permitted under the following circumstances:
 - (1) Unavailability after receipt of reasonable notice to proceed;
 - (2) Failure of performance;
 - (3) Financial incapacity;
 - (4) Refusal by the certified vendor to honor the bid or proposal price or scope;
 - (5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - (6) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - (7) The certified vendor's withdrawal of its bid or proposal; or
 - (8) Decertification of the certified vendor.
- d) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

- e) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- f) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- g) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- h) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 3 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- i) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- j) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

Utilization Plan

Response to Attachment 4

The following Utilization Plan is _____'s (the Vendor) response to Attachment 5 – Minority, Female, Persons with Disability Status and Subcontracting and is submitted as part of our proposal.

_____ (the Vendor) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

We acknowledge the requirements of Attachment 5, Minority, Female, person with Disability Status and Subcontracting, and are submitting this Utilization Plan with the proposal.

We understand that compliance with Attachment 5 is an essential part to this contract and that the Utilization Plan will become part of the contract, if awarded.

Vendor's person responsible for compliance with Attachment 5:

Name: _____
Title: _____
Telephone: _____ extension _____
Email: _____

We submit one (1) of the following statements:

- ☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- ☐ We attach Section I, to demonstrate our Plan fully meets the BEP utilization goal of 20% through subcontracting.
- ☐ We attach Section I, to detail that we do not fully meet the BEP utilization goal of 20%. We also attach Section II, Demonstration of Good Faith Efforts.

Section I Utilization of Certified Vendors

(Please submit a separate Section I for each proposed certified vendor.)

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address:

At the time of submission, the above certified vendor is:

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following
governmental agency or private organization:
(BEP certification must be completed before contract award)

(2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

(3) The total estimated cost to the state for this contract is \$ _____. The portion
of the contract which will be subcontracted to this certified vendor is \$ _____ or
_____ % of the total cost of the contract.

(4) A notarized signed letter of intent between _____ (the Vendor)
and _____ (the certified vendor) detailing the work to
be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization
Plan is included as Attachment 5a.

(5) A joint venture agreement is not required, as the arrangement between _____
and _____ is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and
_____ is included in lieu of Attachment 5a.

(6) The Vendor has not prohibited or otherwise limited _____
(certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section II

Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

If the BEP subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by CMS). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion.** The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

Section II A

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

- _____ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.
- _____ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- _____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
- _____ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
- _____ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- _____ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B
Good Faith Efforts Contacts Log for Soliciting
BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

**Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor**

Instructions. The responsive bidder is required to submit this signed and notarized *Letter of Intent (LOI)* from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal. LOIs must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Utilization Plan* submitted with the bid and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the *Utilization Plan* prior to the start of work.

Name of Prime Vendor: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone: _____ Fax: _____ Email: _____

Name of Certified Vendor: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone: _____ Fax: _____ Email: _____

Project Name: _____

Project/Solicitation Number _____

Type of agreement ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum ☐ Hourly Rate
☐ Unit Price

Period of Performance: _____

Proposed Contract Amount \$ _____

Proposed Subcontract Amount \$ _____

Description of work to be performed by certified vendor:

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and Central Management Services, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Certified Vendor (Company Name and D/B/A):

Signature

Signature

Printed Name

Printed Name

Title: _____ Date: _____

Title: _____ Date: _____

Subscribed and sworn before me this
_____ day of _____, 2007.

Subscribed and sworn before me this
_____ day of _____, 2007.

Notary Public
My Commission expires: _____

Notary Public
My Commission expires: _____

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Act for Minorities, Females, and Persons with Disabilities (BEP) [30 ILCS 575] establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

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

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____

If "Yes," check each that applies:

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If "Yes," please identify by checking the applicable blanks which agency certified the business and in what category:

Certifying Agency:

Department of Central Management Services _____

Women's Business Development Center _____

Chicago Minority Business Development Council _____

Illinois Department of Transportation _____

Other (please identify) _____

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes _____ No _____

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Cost Proposal, and the names of the BEP certified vendors you plan to use.

**VENDOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER
LEGAL STATUS DISCLOSURE CERTIFICATION AND CONTRACT ADDENDUM**

NAME (As shown on your income tax return)		BUSINESS NAME (If different from your income tax form)		
Check appropriate box	☐ Individual/Sole Proprietor	☐ Governmental	☐ Estate or Trust	☐ Tax Exempt
	☐ Partnership/Legal Corporation	☐ Corporation	☐ Nonresident Alien	☐ Other
	☐ Limited Liability (D=disregarded entity, C=corporation, P=partnership)			
ADDRESS (Number, Street, and Apt. or Suite Number)		CITY	STATE	ZIP CODE
Part I – Taxpayer Identification Number (TIN). Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN).				Social Security Number/Employer ID No.

Part II – Certification. Under penalties of perjury, 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. citizen or other U.S. person.

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:

- | | |
|--|---|
| <p>a) As part of each certification, VENDOR acknowledges and agrees that should VENDOR or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:</p> <ul style="list-style-type: none">• the contract may be void by operation of law,• the State may void the contract, and• the VENDOR and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty. <p>Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.</p> <p>b) 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 American with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.</p> <p>c) VENDOR is not in default on an education loan (5 ILCS 385/3) or in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).</p> <p>d) VENDOR (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) 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, or (ii) 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, (30 ILCS 105/15a).</p> <p>e) VENDOR certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.</p> <p>f) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the VENDOR has made an admission of guilt of such conduct which is a matter of record.</p> <p>g) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony.</p> | <p>h) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted within the last 5 years 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 or if the VENDOR is in violation of Subsection.</p> <p>i) The VENDOR certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.</p> <p>j) VENDOR certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).</p> <p>k) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act.</p> <p>l) 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).</p> <p>m) VENDOR certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).</p> <p>n) 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).</p> <p>o) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).</p> |
|--|---|

- p) 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).
- q) VENDOR 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).
- r) 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).
- s) 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).
- t) VENDOR complied with the State Prohibition of Goods from Child Labor Act, and 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 of any child under the age of 12 (30 ILCS 584).
- u) In accordance with Information Technology Accessibility Act (30 ILCS 587), all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa.
- v) VENDOR certifies that it is not in violation of (30 ILCS 500/50-14.5) which 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 of Illinois or any State agency until the violation is mitigated."
- w) 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. 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 (EO No.1 (2007)).
- x) VENDOR certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- y) To the extent there was a incumbent VENDOR providing the services covered by this contract and the employees of that VENDOR that provide those services are covered by a collective bargaining agreement, VENDOR certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
- z) VENDOR has disclosed 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 VENDOR from having or continuing the contract. This includes, but is not limited to, conflicts of Article 50 of the 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, and any waiver of the conflict has been issued in accordance with applicable law and rule.
- aa) AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65) VENDOR and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the VENDOR for a period of 3 years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of 3 years from the later of final payment under the term or during the 3 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 Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The VENDOR shall not impose a charge for audit or examination of the VENDOR'S books and records. If federal funds are used to pay contract costs, the VENDOR must retain its records for five years. VENDOR shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this Paragraph.
- bb) VENDOR 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). VENDOR will not make a political contribution that will violate these requirements. 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 contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code,

VENDOR certifies as applicable:

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

or

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

cc) **AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason or (2) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. VENDOR will be notified in writing of the failure of appropriation or of a reduction or decrease.

dd) VENDOR warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the VENDOR and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. VENDOR agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

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

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

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

APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).

ENTIRE CONTRACT: This Contract, with attachments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

TELEPHONE NUMBER (Include Area Code)	PRINT NAME (First, Middle, Last)	TITLE
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_____ Date

_____ Signature

ILLINOIS STATE BOARD OF EDUCATION

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award (or Application) Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Federal Funding Certifications and Assurances

1. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):

As required by OMB, Vendor certifies that it:

- a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.
- b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.
- c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- d) Will initiate and complete the work within the applicable time frame.
- e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
 - i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis
 - iv. of handicap;
 - v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
 - vi. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
 - vii. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - viii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
 - ix. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
 - x. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*
- f) Will comply with all federal environmental standards applicable to the project, including but not limited to:

- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- ii. Notification of violating facilities pursuant to Executive Order 11738;
- iii. Protection of wetlands pursuant to Executive Order 11990;
- iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
- ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

g) Will comply with all other federal statutes applicable to the project, including but not limited to:

- i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs,
- ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- v. Executive Order 11593, which relates to identification and protection of historic properties;
- vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or

attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Control of Property:

Vendor certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular No. A-102 Common Rule.

5. Cost Principles:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, as amended.

6. Davis-Bacon Act:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

7. Disadvantaged Business Enterprise (DBE) Assurance:

Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

8. Drug Free Workplace:

Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C, as amended.

9. Procurement Compliance Certification:

Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

10. Standard Assurance:

Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project.

11. Buy American Act:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

12. Federal Debarment/Suspension:

Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

13. Eligibility for Employment in the United States:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

14. Exhibits and Amendments:

Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Signature

Printed Name

Date