

REQUEST FOR PROPOSAL

Purchasing Office

227 Sherman Hall

Macomb, IL 61455

309/298-1819 FAX 309/298-1927

Higher Education Procurement Bulletin www.procure.stateuniv.state.il.us



**WESTERN
ILLINOIS
UNIVERSITY**

Company	
Address	

REQUEST FOR PROPOSAL (RFP) NO. R216871 - Learning Management System

PROPOSAL DUE DATE & TIME: March 24, 2011 at 2:00 pm local time

LOCATION: Western Illinois University
Purchasing Office
Room 227 Sherman Hall
1 University Circle
Macomb, IL 61455

ATTENTION: In accordance with the Higher Education Procurement Rules and Illinois Procurement Code only the names and addresses of those companies submitting proposals will be publicly read at the time of opening of the proposals. Nothing else related to individual proposals will be divulged at that time.

NOTE: Respondent should complete the enclosed “Disclosures” form. Failure to complete and return this form with your offer may result in your offer being considered as “Non-Responsive” to this solicitation.

All Respondents are required to register with the Illinois Board of Elections and submit proof of registration with their response to this solicitation. Failure to do so will result in your offer being considered as “Non-Responsive” to this solicitation.

Questions regarding proposal procedures should be directed to:

Theresa Roegge, C.P.M.
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TABLE OF CONTENTS

1. INTRODUCTION

- 1.1 Description of Proposal
- 1.2 Overview
- 1.3 Contractual Terms and Conditions

2. PRE-PROPOSAL CONFERENCE

- 2.1 Pre-Proposal Conference/Site Visit

3. INSTRUCTIONS TO PROPOSERS

- 3.1 Proposal Package
 - 3.1.1 Technical Proposal
 - 3.1.2 Pricing Proposal
 - 3.1.3 Contract
- 3.2 Delivery of Proposal Package
- 3.3 Uniformity
- 3.4 Proposal Materials
- 3.5 Addendum
- 3.6 Proposal Modification
- 3.7 Period of Firm Proposal
- 3.8 Proposer's Responsibility to Read Request for Proposal
- 3.9 Errors and Omissions
- 3.10 RFP Interpretation
- 3.11 Confidentiality
- 3.12 Use of Subcontractors
- 3.13 Proposer's Responsibility for Services Proposed
- 3.14 Illinois Department of Human Rights Number
- 3.15 Taxpayer Identification Number
- 3.16 University's goals for contracting with Minorities, Females, and Persons with Disabilities

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

- 4.1 Acceptance of Proposals
- 4.2 Proposer Qualifications
- 4.3 Proposer Presentations
- 4.4 Right to Inspect
- 4.5 Payment Terms
- 4.6 Evaluation of Proposals

5. AWARD OF CONTRACT

6. POST-PERFORMANCE REVIEW

APPENDIX I	TECHNICAL REQUIREMENTS
APPENDIX II	PRICING PROPOSAL
APPENDIX III	SUBCONTRACTORS
APPENDIX IV	DISCLOSURES
APPENDIX V	PROPOSER'S ATTACHMENTS
APPENDIX VI	CERTIFICATION OF IDHR ELIGIBILITY

1. INTRODUCTION

1.1 DESCRIPTION OF PROPOSAL

The Board of Trustees of Western Illinois University (“the University”) is seeking Proposals from qualified firms to provide a secure, robust online learning management system. The system should complement our existing and future student information systems and provide feature-rich, up-to-date online teaching tools.

1.2 OVERVIEW

The University is looking to provide the entire campus community as well as others outside of the campus community through extension and outreach with a learning management system that contains up-to-date online teaching tools for instructors and students. The system needs to provide a welcoming online learning environment for instructors and students. The system must be a proven packaged product and be robust, reliable and scalable.

The University has two campuses located in Macomb, IL and Moline, IL. The learning management system will be used on both campuses.

2. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this proposal.

3. INSTRUCTIONS TO PROPOSERS

3.1 PROPOSAL PACKAGE

To facilitate evaluation, submit the Proposal in two (2) parts as described below. The parts may be submitted in the same package provided the parts are clearly separated and identified as outlined in Sections 3.1.1 and 3.1.2 below.

3.1.1 Technical Proposal

Submit one (1) original (clearly marked as “Original”) and three (3) copies of the Technical Proposal in a sealed package clearly marked with the RFP number and “Technical Proposal”. The following documents comprise the Technical Proposal.

- Response to the Technical Requirements (Appendix I). This must include the appropriate signature in Appendix I. A point-by-point response is required. Within the response, indicate the section number.
- Completed and signed Disclosure Form (Appendix IV).
- Submit a current Board of Elections registration certificate.

3.1.2 Pricing Proposal

Submit one (1) original (clearly marked as “Original”) and three (3) copies of the completed and signed Pricing Proposal (Appendix II) in a separate and sealed envelope that is clearly marked with the RFP number and “Pricing Proposal”.

3.2 DELIVERY OF PROPOSAL PACKAGE

The Technical Proposal and the Pricing Proposal, may be either delivered by hand or sent to the WIU Purchasing Office through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the University Purchasing Office and on any correspondence related to the Proposal. The Proposer remains responsible for ensuring that its Proposal is received at the time, date, place and office specified. The University assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the delivery service, the University’s postal delivery system, or some other act or circumstance. Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened.

If using an express delivery service, the University recommends that the package be delivered to the designated building and office and not to the University’s postal delivery system or central receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

In addition, the University will accept bids transmitted by FAX (309/298-1927) machine.

Delivery by email is not acceptable and will not be considered.

3.3 UNIFORMITY

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

Modification of the University document is not acceptable, all exceptions must be clearly noted.

3.4 PROPOSAL MATERIALS

The Proposal material submitted in response to the RFP becomes the property of the University upon delivery to the Purchasing Office and is to be appended to any formal document which would further define or expand the contractual relationship between the University and the Proposer. All of the material will be considered as part of this RFP.

3.5 ADDENDUM

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

3.6 PROPOSAL MODIFICATION

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

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

3.7 PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least 60 days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer, unless otherwise specified in this RFP. After acceptance, prices are to remain firm unless otherwise specified in proposal.

3.8 PROPOSER'S RESPONSIBILITY TO READ RFP

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

3.9 ERRORS AND OMISSIONS

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

3.10 RFP INTERPRETATION

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

3.11 CONFIDENTIALITY

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

3.12 USE OF SUBCONTRACTORS

If the Proposer intends to use Subcontractors to perform any portion of the work described in this RFP, the Proposal must clearly state so. The Proposer's response must include a description of which portion(s) of the work will be subcontracted, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. Appendix III Subcontractors is to be completed prior to commencement of any services.

The Contractor may not use the services of other contractors or subcontractors not named in this proposal without the prior written permission of the University. If at any time during the term of the resulting contract, a Contractor adds or changes any subcontractor, he/she will promptly notify, in writing, the University contract representative's name and address and the expected amount of award for each subcontractor.

3.13 PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

It is understood and the Proposer hereby agrees that it shall be solely responsible for all services they propose, notwithstanding the detail present in the RFP.

3.14 ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER

All responses require an Illinois Department of Human Rights (IDHR) number or a statement by the Proposer that a PC-1 Employer Report Form has been submitted to the Department. Include the IDHR number in the signature section of the proposal.

For more information, contact the IDHR, Public Contracts Unit, Suite 5-100, 100 West Randolph Street, Chicago, Illinois 60601, (312) 814-2431, or see the following web sites: <http://www.state.il.us/dhr/index> or <http://www.state.il.us/cms>.

3.15 TAXPAYER IDENTIFICATION NUMBER

The Proposer is required to provide its Taxpayer Identification Number (TIN). The following instructions pertain to the TIN.

- Enter the Proposer's taxpayer identification number in the appropriate space in the Contract (Appendix III). For individuals and sole proprietors, this is the individual's social security number. For other entities, it is the employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.
- If the Proposer does not have a TIN, apply for one immediately. Individuals must complete Form SS-5, Application for a Social Security Number, which can be obtained from a local office of the Social Security Administration. All other entities must complete Form SS-4, Application for Employer Identification Number, which can be obtained from a local office of the Internal Revenue Service.

3.16 UNIVERSITY'S GOALS FOR CONTRACTING WITH MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES

In support of the Business Enterprise for Business Enterprise Program (BEP; 30 ILCS 575 et seq., as amended) the University has established the goal of 20% of its contracts to be awarded to minority (11%), female (7%) and disabled (2%) businesses. The University encourages minority, female and disabled business enterprises to compete for and participate in University contracts. The goals can be met by means of contracts let directly to minority, female and disabled business firms by the University, or indirectly by the Proposer's ordering goods or services from minority, female and disabled firms when suppliers or subcontractors are needed to fulfill the Contract.

The Proposer, if awarded a Contract, agrees to notify the University of all changes to the Proposer's status as a minority, female or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

The Proposer agrees to identify minority, female and disabled business firms providing the Proposer with

goods or services in the fulfillment of the Contract requirements, and further agrees to report, upon request by the University, the dollar value of purchases made with these firms. Upon request, the University will provide a list of certified minority, female and disabled business firms that may be contacted to fulfill the requirements of this Contract.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1 ACCEPTANCE OF PROPOSALS

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

4.2 PROPOSER QUALIFICATIONS

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

4.3 PROPOSER PRESENTATIONS

The University reserves the right to, but is not obligated to, request and require that each Proposer provide a formal presentation of its Proposal at a date and time to be determined. No Proposer will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Proposer. The University reserves the right to limit the presentations to the top two or three Proposers.

4.4 RIGHT TO INSPECT

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

4.5 PAYMENT TERMS

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

4.6 EVALUATION OF PROPOSALS

All Proposals will be evaluated by an evaluation team. Based on this evaluation the University will determine the award of the Contract.

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

Appendix I contains the evaluation factors.

5. AWARD OF CONTRACT

The University will award the Contract to the Proposer(s) who has, in the opinion of the University, best demonstrated competence and qualification for the type of Professional and Artistic Services required at fair and reasonable prices/compensation and whose Proposal is deemed to be in the best interest of the University.

APPENDIX I

TECHNICAL REQUIREMENTS

APPENDIX I, APPENDIX II AND PROPOSER'S RESPONSE TO THEM WILL BE INCORPORATED INTO THE FINAL CONTRACT.

1. OVERVIEW

The University is looking to provide the entire campus community as well as others outside of the campus community through extension and outreach with a learning management system that contains up-to-date online teaching tools for instructors and students. Integration with our mainframe based STARS system and custom authentication schemes must be possible with the system. The system needs to be secure, and provide encrypted transmission of data throughout. The University has two campuses located in Macomb, IL and Moline, IL. The system must be ready to pilot by the Fall 2011. It must also be fully operational and in full production beginning in Spring 2012.

Western Illinois University (WIU) is a state university and is educational, governmental, and not-for-profit. This may qualify the University for several of discounts, allowances, and special considerations typically granted in such circumstances.

Western Illinois University's University Technology is responsible for the network and systems operations at the University, providing technology user support services, electronic classroom support, and web and application development. University Technology supports the students, faculty and staff in their technology needs to a constituency of more than 13,000 students and 2,500 faculty and staff.

The University is seeking proposals for an initial term of five (5) years with the option to renew for five (5) additional one-year terms. Any renewal would be at the option of the University.

Proposers are to submit any contracts that may be required with their proposal.

2. PROPOSER'S QUALIFICATIONS AND OTHER REQUIRED INFORMATION

The Proposer must provide the following information.

2.1 The name, address, telephone and fax numbers and e:mail address of the primary contact person

Name:	
Address:	
Telephone:	
Fax:	
E:Mail:	

2.2 Three (3) references currently using the proposed solution with one of them being Higher Education with at least 10,000 students. Include company name, address, telephone number, fax number, email address, primary contact, and type of services the company is performing for these clients.

NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

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- 2.3 Three (3) recent references for contracts that were not renewed or were cancelled, if applicable, including company name, address, telephone number, fax number, email address, primary contact, and type of services the company was performing at the time of non-renewal or cancellation.
NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

- 2.4 Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.

- 2.5 Description of future development plans, including timeframes for upcoming major and minor releases, and efforts underway or planned to support current and future standards.

- 2.6 Description of any major partnerships with other software companies, and how those partnerships impact company strategy and product development.

- 2.7 Description of any major partnerships with hardware companies, and how those partnerships impact company strategy and product development.

- 2.8 Description of any major partnerships with content providers, and how those partnerships impact company strategy and product development.

- 2.9 Description of any professional or consulting services offered, including STARS integration, custom authentication system integration, and content migration from previous versions of company's product and other company's products.

3. REQUIREMENTS

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this Request for Proposal. All information submitted must be noted in the same sequence as its appearance in this Request for Proposal. Only graphical figures such as system architecture schematics and other graphical representations may appear at the end of the responses and they must be clearly numbered and referenced in the text of the response. It is not the responsibility of Western Illinois University to search through the Proposal response or long appendices to locate relevant information that may answer the questions listed below.

Any third party products that are presented as part of the proposed solution must be clearly defined as such. The proposal must include the cost of these products, the University will not allow additional costs to be levied after award of the contract. The University will evaluate based on total cost of ownership.

The proposal response must document and provide details of the proposed solution as it exists at the date that this response is submitted for all of the requirements listed in this section. If modifications are required to make your base product meet the requirements, describe those processes in Appendix I and include associated costs in Appendix II.

3.1 MANDATORY REQUIREMENTS

The following section contains mandatory requirements that will be evaluated on a pass/fail basis. Failure to meet these requirements will result in rejection of the proposal.

REQUIREMENTS		YES	NO	EXPLANATION
3.1.1	Unless the proposed solution is entirely outsourced, the server-side software provided with the proposed solution must run in a Sun Fire (x86) or Sun SPARC Enterprise environment.			
3.1.2	The instructor and student tools must be supported on Windows and Apple operating systems. Identify supported browsers.			
3.1.3	The software must be Section 508 compliant.			
3.1.4	The system must be customizable to reflect WIU branding.			
3.1.5	The system must support LDAP authentication, integrating with the current mainframe systems and Windows environment at Western Illinois University.			
3.1.6	The conversion of the existing courses in WebCT Vista 8.0.4 must be seamless, reliable, and require minimum work by faculty/designers to convert back to its original design.			
3.1.7	The grade book tool must be intuitive and support editing, formulas, and import/export to and from spreadsheet.			

REQUIREMENTS		YES	NO	EXPLANATION
3.1.8	Assignments and assessments must be easy to create, edit and manage.			
3.1.9	Communication tools must support synchronous and asynchronous text, audio and video.			
3.1.10	The calendar must integrate with assignments and assessments.			
3.1.11	The system must allow for creation of internal syllabus.			
3.1.12	The system must support integration with standard library system, offerings, and technologies.			
3.1.13	The system must be ready to pilot by the Fall 2011. It must also be fully operational and in full production beginning in Spring 2012.			
3.1.14	A 3- to 5 year licensing agreement (renewable yearly) must be available.			
3.1.15	Renewal options available at the end of the long-term licensing agreement.			

3.2. DESIRED FEATURES

Proposers are to indicate if features are part of the current or a future release. Proposers are to indicate if part of base, optional or third party. Answer each question.

Key for Code:

B	Base
O	Optional
3 rd	Third Party
C	Current Release
F	Future Release

EXPLANATION			CODE B, O, 3 rd , C, F
3.2.1	Company Qualifications		
3.2.1.1	Describe why this is a proven product, robust, reliable and scalable.		
3.2.1.2	List current deployments.		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.2	General Technical (applies to self-hosted and vendor-hosted). Describe the system support and setup for:		
3.2.2.1	CAS integration (single sign-on http://www.jasig.org/cas)		
3.2.2.2	LDAP authentication		
3.2.2.3	Support for AD/Open Directory/LDAP Integration		
3.2.2.4	System integration tools (APIs for creating/modifying/deleting data in the LMS)		
3.2.2.5	What kind of web-service interface will be provided		
3.2.2.6	Reporting tools (APIs for, or Views into the database)		
3.2.2.7	Branding		
3.2.2.8	MyCampus Portal Integration (http://www.campuseai.org/mycampus-campus-portal)		
3.2.3	Self-Hosted Solution (at customer location using customer hardware)		
3.2.3.1	Provide a listing of software and hardware needed to host system in an enterprise environment (preferred hardware is Sun Fire (x86) or Sun SPARC Enterprise)		
3.2.3.1.1	Operating System		
3.2.3.1.2	Database		
3.2.3.1.3	Application and/or web server specifications		
3.2.3.1.4	System deployment options for technology needed to support 13,000 - 15,000 users		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.3.1.5	Preference will be given to UNIX or Linux-based products		
3.2.3.1.6	Preference will be given to solutions that work in VMWare vSphere (http://www.vmware.com/products/vsphere/)		
3.2.3.2	Describe optimal architecture and/or process for:		
3.2.3.2.1	Load balancing		
3.2.3.2.2	Clustering		
3.2.3.2.3	Fail-over		
3.2.3.2.4	System Redundancy		
3.2.3.2.5	Backup/recovery		
3.2.3.2.6	Archiving		
3.2.3.3	Provide a suggested reconfiguration to optimize for horizontal/vertical scalability for future needs (increase in number of users, and/or type of content/media utilized in instruction). Include use thresholds that will trigger the need for expansion of the system to insure ready access of system by users		
3.2.3.4	Describe system support for HTTP and HTTPS protocols. Preference will be given to solutions which can run behind an F5 BigIP Load Balancer.		
3.2.3.5	Detail any additional hardware and software necessary to establish a testing/development environment.		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.3.6	Describe the technical support provided in support of a WIU-hosted solution.		
3.2.3.6.1	Installation and implementation support		
3.2.3.6.2	Availability and access to:		
	3.2.3.6.2.1	Support technicians	
	3.2.3.6.2.2	Phone support	
	3.2.3.6.2.3	Access to online resources	
	3.2.3.6.2.4	Peer (other customers) support resources	
3.2.3.6.3	Typical response time.		
3.2.3.6.4	Customized Support for:		
	3.2.3.6.4.1	Server Administrators (Tier 2)	
	3.2.3.6.4.2	Help Desk (Tier 1)	
	3.2.3.6.4.3	Learning Systems Administrators	
	3.2.3.6.4.4	Instructors/Designers	
	3.2.3.6.4.5	Students	
	3.2.3.6.4.6	Training Resources	
3.2.3.7	Describe regular maintenance procedures		
3.2.3.7.1	Describe update support		
3.2.3.7.2	Provide typical update cycles		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.3.7.3	How is the customer notified when updates are available?		
3.2.3.7.4	Describe typical day-to-day operations		
	3.2.3.7.4.1	Are periodic application or server restarts required or recommended? If so, how often?	
	3.2.3.7.4.2	What, if any, periodic database maintenance is required or recommended?	
3.2.3.7.5	Describe the support provided for the LMS database if there is a database problem outside the scope of the LMS.		
3.2.4	Vendor -Hosted Solution. At vendor or customer location using vendor supplied hardware and support staff. If the solution is entirely outsourced (hosted by the Proposer) define in detail the environment the system will be hosted.		
3.2.4.1	If the solution is hosted at the vendor's location (offsite of WIU):		
3.2.4.1.1	Describe the data center		
	3.2.4.1.1.1	Where are the data centers located?	
	3.2.4.1.1.2	Describe general security protocols for the data center	
3.2.4.1.2	What are the throughput guarantees (response times)?		
3.2.4.1.3	What are the bandwidth requirements? How much local bandwidth does WIU have to dedicate to this application (download and upload)?		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.4.1.4	What are the uptime guarantees?		
3.2.4.1.5	What is the maintenance schedule?		
3.2.4.1.6	Describe the technical support provided in a vendor-hosted solution.		
	3.2.4.1.6.1	How are end user support requests handled? Do they contact the vendor or local support?	
	3.2.4.1.6.2	If end-users contact local support first, when and how do issues get escalated to the vendor? Please provide documentation outlining support parameters and escalation, if available.	
3.2.4.1.7	Describe the architecture and/or process for:		
	3.2.4.1.7.1	System redundancy	
	3.2.4.1.7.2	Backup and recovery	
	3.2.4.1.7.2.1	What are the procedures?	
	3.2.4.1.7.2.2	How long are backups kept? How far back can a restore be requested?	
	3.2.4.1.7.2.3	Can we perform the restores ourselves or does it require vendor assistance?	
	3.2.4.1.7.2.4	Is there a method in place for doing long-term archival of course	

EXPLANATION			CODE B, O, 3 RD , C, F
		backups? In what format will this data be provided to us?	
	3.2.4.1.7.2.5	Describe the process for retrieving archived data.	
	3.2.4.1.7.3	Describe the disaster recovery plan.	
	3.2.4.1.7.4	How long would it take to recover from a disaster:	
	3.2.4.1.7.4.1	If the servers hosting the LMS solution crashed?	
	3.2.4.1.7.4.2	If the database is corrupted?	
	3.2.4.1.7.4.3	If the entire data center is destroyed by natural or man-made disaster? What is your prioritization strategy if your entire data center is destroyed?	
3.2.4.1.8	How much space is allocated per user? How do end users request more space if needed?		
3.2.4.1.9	Any other relevant information.		
3.2.4.2	If the vendor-hosted solution is onsite at our location?		
3.2.4.2.1	How much local bandwidth do we have to dedicate to this application (download and upload) for remote administration?		
3.2.4.2.2	What are the uptime guarantees?		
3.2.4.2.3	What is the maintenance schedule?		
3.2.4.2.4	Describe the technical support provided		

EXPLANATION			CODE B, O, 3 RD , C, F
	3.2.4.2.4.1	How are the end user support requests handled? Do they contact the vendor or local support?	
	3.2.4.2.4.2	If end-users contact local support first when and how to issues get escalated to the vendor? Please provide documentation outlining support parameters and escalation, if available.	
3.2.4.2.5	Describe architecture and/or process for:		
	3.2.4.2.5.1	System redundancy	
	3.2.4.2.5.2	Backup and recovery. Archival.	
	3.2.4.2.5.2.1	What are the procedures?	
	3.2.4.2.5.2.2	How long are backups kept?. How far back can a restore be requested?	
	3.2.4.2.5.2.3	Can we perform the restores ourselves or does it require vendor assistance?	
	3.2.4.2.5.2.4	Is there a method in place for doing long term archival of course backups?	
	3.2.4.2.5.3	What is your disaster recovery plan. How long would it take to recover from a disaster if:	
	3.2.4.2.5.3.1	the servers hosting the LMS solution crashes?	

EXPLANATION			CODE B, O, 3 RD , C, F
	3.2.4.2.5.3.2	the database is corrupted?	
	3.2.4.2.5.3.3	the entire data center is destroyed by a natural or man-made disaster?	
3.2.4.2.6	How much space is allocated per user? How do end users request more space if they need it?		
3.2.4.2.7	Any other relevant information		
3.2.5	Security		
3.2.5.1	Describe steps taken to avoid security vulnerabilities such as Cross Site Scripting, Database Injection and Session Hijacking (e.g. http://codebutler.com/firesheep).		
3.2.5.1.1	How do you notify customers (and how quickly) of security issues within the LMS?		
3.2.5.1.2	How do you provide (and how quickly) critical security patches outside of regular maintenance cycles? How are clients notified (and in what timeframe) of critical security patches outside of regular maintenance cycles?		
3.2.5.2	Please provide a SAS70 Type II or equivalent		
3.2.5.3.	Describe how user access is separate from administrative access		
3.2.5.4	Generally describe support for complex password rules		
3.2.5.5	Describe how sensitive data (student information) is secured in the database(s)		
3.2.5.6	Is user access encrypted? What levels and		

EXPLANATION			CODE B, O, 3 RD , C, F
	standards do you use?		
3.2.5.7	WIU prefers that the technical administrative access be encrypted. Please indicate and explain what will be provided.		
3.2.5.8	WIU prefers that LMS supports Sandboxing technology to separate read/write calls into a sandbox thus protecting the underlining OS. Please indicate and explain what will be provided.		
3.2.5.9	WIU prefers that administrative access should support multi-factor authentication. Please indicate and explain what will be provided.		
3.2.5.10	For hosted solutions:		
3.2.5.10.1	Describe the database architecture, data should not be housed in a shared database.		
3.2.5.10.2	Describe if any application vulnerability assessment is done against the application. Preferably by a third party such as Foundstone, Verisign, CyberTrust, etc.		
3.2.5.10.3	Describe the application development against a security framework such as OWASP or SANS.		
3.2.5.10.4	Auditing		
	3.2.5.10.4.1	What, if any, type of logging/auditing functionality is maintained for who has accessed, viewed, changed and/or downloaded data?	
	3.2.5.10.4.2	What type of security	

EXPLANATION				CODE B, O, 3 RD , C, F
		reports are available?		
	3.2.5.10.4.3	Can the security information or access logs be downloaded and in what formats?		
3.2.6	Licensing			
3.2.6.1	Describe the various licenses that would be required to run your software. Indicate the requirements for server licenses, client licenses and any distinction between per-seat, individual, requirements for license servers.			
3.2.6.2	Describe which operations can be performed with any client license that is more restrictive than a full-access license.			
3.2.6.3	Are licenses required for servers or other components whose only purpose is to provide fail-over capabilities?			
3.2.6.4	Are licenses required for mirrored servers or software?			
3.2.6.5	Are licenses purchased or leased? Will the University have the right to run the software at the version level extant when the license is obtained in perpetuity? Or are yearly renewals of the license necessary?			
3.2.6.6	Do the software licenses obtained from the proposer include licenses for any underlying operating systems, databases or other software components necessary to operate the system?			
3.2.6.7	Will the licensing rights of the agreement extend to allied agencies and affiliates of Western Illinois University? Define restrictions on the use of the license by such organizations.			

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.6.8	Will the general licensing agreement provide rights for running the proposed solution on a test/development server/domain? If additional charges are associated, indicate in the pricing document.		
3.2.7	Conversion		
3.2.7.1	Provide a detailed description of converting courses from WebCT Vista 8.0.4 including the technology used, process and timeline. The University has approximately 4,000 activated courses of which approximately 350 are fully online courses and the remaining are supplemental or hybrid.		
3.2.7.2	Describe the amount of time and type of work that will be required by the University's faculty/designers to complete course design once initial conversion takes place.		
3.2.7.3	Estimate the accuracy of conversion or state where conversions are least effective (such as the mediate gallery does not covert well)		
3.2.8	Accessibility As many vendors are not in full compliance with the Illinois Information Technology Accessibility Act (IITAA) proposers are encouraged to complete the Voluntary Product Accessibility Template (VPAT, available at http://www.dhs.state.il.us/page.aspx?item+39911) to document their products level of compliance with the IITAA. Proposers may be requested to demonstrate the accessibility functionality of their products. Describe how the proposer's LMS meets the Illinois Information Technology		

EXPLANATION			CODE B, O, 3 RD , C, F
	Accessibility Act (IITAA) standards, http://www.dhs.state.il.us/IITAA/IITAAStandards.html		
3.2.9	Conform to SCORM specifications Describe what version of SCORM (Sharable Content Object Reference Model) your product is compliant with.		
3.2.10	Gradebook		
3.2.10.1	Describe gradebook features, ease of use and editing capabilities		
3.2.10.2	Describe display options		
3.2.10.3	Describe regrading and editing functions of the gradebook		
3.2.10.4	How does the gradebook support formulas?		
3.2.10.5	How does the gradebook support importing/exporting to/from standard spreadsheet software?		
3.2.10.6	Is importing/exporting seamless, with rows and columns aligned between the gradebook and the spreadsheet without any need for manual changes/adjustments to rows/columns? Please describe.		
3.2.10.7	Does the gradebook have the capability to create percentages from the total points that a student has any time in the semester?		
3.2.10.8	Can students view the instructor's comment box within the gradebook?		
3.2.10.9	What types of reports can be generated from the gradebook?		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.10.10	Are there any security levels/roles related to the gradebook?		
3.2.11	Assignments		
3.2.11.1	Describe features for individual and group assignments		
3.2.11.2	Describe publishing options/release dates.		
3.2.11.3	Can assignment instructions and associated grading form/rubric and release/due dates be edited once students have seen the assignment and even after students have submitted to the area? Please explain.		
3.2.11.4	How does adding and removing individuals from a group affect already submitted/graded assignments?		
3.2.11.5	Can all student submissions and re-submissions be viewed together? Please explain.		
3.2.11.6	How many clicks does it take to grade an assignment? Describe the process.		
3.2.12	Learning content/modules		
3.2.12.1	Describe ease of use or process when creating learning modules or content		
3.2.12.2	Are templates provided? Please explain.		
3.2.12.3	Does the system allow for reusable learning objects? Please explain.		
3.2.13	Assessments		
3.2.13.1	Describe the types (prescriptive pre-testing, learner surveys, quizzes, exams, polls/votes)		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.13.2	Describe release options for assessments		
3.2.13.3	Describe the procedure for developing questions and assessment (how complicated is it?)		
3.2.13.4	Are there built-in tools to create advanced questions such as response logging?		
3.2.13.5	Are scoring forms/rubrics provided?		
3.2.13.6	What features are provided to accommodate students with special needs (e.g., extending time)? What is the process to extend time for a given student?		
3.2.13.7	How can multimedia (e.g. audio, video and graphics) be incorporated into the assessments		
3.2.13.8	Describe how the test item banks are used? How are the items imported and exported?		
3.2.13.9	Describe features related to grading and retaking/re-grading assessments.		
3.2.13.10	Can instructor feedback be added to assessments after graded?		
3.2.13.11	How does the assessment tool integrate with third party tools such as Respondus?		
3.2.13.12	Will changes made to or hiding columns under one view be reflected in all views?		
3.2.14	Online grading form/rubric		
3.2.14.1	Are grading forms/rubrics available?		
3.2.14.2	Describe how the online rubrics can be created, customized and integrated with		

EXPLANATION			CODE B, O, 3 rd , C, F
	discussion assignments, assessments and gradebook.		
3.2.14.3	Discuss if this tool can be integrated with 3 rd party databases.		
3.2.15	Communication		
3.2.15.1	Describe all communication tools and the functions of each, including text, audio and visual capabilities		
3.2.15.2	Describe discussion board features (photo, threads, ratings by instructor and other students, threaded blogs/journals, message sorting)		
3.2.15.3	Describe real-time chat capabilities (photos, chat log, raise hand, white board, internal email, IM texting)		
3.2.15.4	Describe other communication tools such as announcements, RSS feeds, etc.		
3.2.15.5	Can students' posts be hidden until other students have posted to the discussion area?		
3.2.15.6	Describe the features of your video conferencing system or webinars		
3.2.16	Sharing distribution of electronic documents		
3.2.16.1	Describe how documents are shared (file exchange) and types of documents allowed (teacher to student, student to student, student to teacher)		
3.2.16.2	What are the size limits on documents for students, designers and teachers?		
3.2.16.3	Online journal entries - can all student submissions and re-submissions be viewed together?		
3.2.17	Course Management		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.17.1	How are courses populated?		
3.2.17.2	How are sections activated?		
3.2.17.3	How are courses cross-listed?		
3.2.17.4	Explain all levels of access in the system (e.g. administrator, designer, instructor, auditor, guest, teaching assistant, student)		
3.2.17.5	How are course templates and content shared across courses?		
3.2.18	Calendar		
3.2.18.1	Describe all views of calendar and how they integrated with other LMS functions such as assignments, assessments, syllabus, grades.		
3.2.18.2	Describe how these can be revised and easily edited.		
3.2.19	Syllabus tool		
3.2.19.1	Does the tool support creation of internally created syllabi?		
3.2.19.2	Does it allow attachments such as MS Word or pdfs?		
3.2.20	Navigation Describe ease of use (intuitive, simple) for faculty, designers and students		
3.2.21	Classroom management		
3.2.21.1	Describe classroom management tools and functionality of each to include webdav, content management, roster management, selective release, student stats and tracking, setting up and managing groups and ability to import		

EXPLANATION			CODE B, O, 3 rd , C, F
	and export files		
3.2.21.2	Describe the level of customization that is available for designers and faculty		
3.2.21.3	Describe friendly content authoring capabilities		
3.2.22	Search Describe the information that can be searched with the system, display options and filters		
3.2.23	Glossary		
3.2.23.1	Describe how the glossary functions and how terms are linked throughout content.		
3.2.23.2	Are there import/export options? Explain.		
3.2.23.3	What types of permissions nad levels of access are avilable?		
3.2.24	WYSIWYG HTML Editor		
3.2.24.1	Describe features and functions with HTML editor and spell check		
3.2.24.2	Can the editor be turned off for the course?		
3.2.24.3	Does the editor use Microsoft Word type toolbars and keystrokes?		
3.2.24.4	How “clunky” or sophisticated is the editor?		
3.2.25	Content specific features Describe content specific tools available such as foreign language support, math notations, equation editors, complex fonts and characters, TeX support, etc.		
3.2.26	Content authored in 3rd party Describe compatibility with third party		

EXPLANATION			CODE B, O, 3 RD , C, F
	software/hardware including Dreamweaver, Lectora, e-Packs, Respondus, SoftChalk, clickers, etc.		
3.2.27	Multimedia Describe how multimedia (audio, video, podcasts, graphics, animation, data) can be embedded in the system		
3.2.28	Help/Support Describe installation and implementation support, technical support, end user support, hours/availability for different tiers, documentation and custom support		
3.2.29	Training		
3.2.29.1	Describe the training provided for University LMS administrators, faculty and staff. Describe the training and support provided to University LMS end users.		
3.2.29.2	Describe additional training or support materials and activities that are available.		
3.2.30	Library System Integration		
3.2.30.1	Does the system allow for catalog/metadata for learning objects to be entered?		
3.2.30.2	Does the system allow for metadata schema's such as Dublin core, EAD, etc?		
3.2.30.3	Will the system allow for harvesting of metadata in the library management system using OAI-PMH?		
3.2.30.4	Does the LMS interoperability with various library systems such as integration with Endeavor Voyager, Endeavor ENCompass and EX Libris' SFX, MetaLib and Digitool products for libraries?		

EXPLANATION			CODE B, O, 3 RD , C, F
3.2.30.5	Does the system allow for embedded course reserves?		
3.2.30.6	Does the system have a bibliographic management tool such as REfWorks, Endnotes, etc.?		
3.2.31	Plagiarism Checking		
3.2.31.1	What plagiarism checking options are available?		
3.2.31.2	Is a University database option available?		
3.2.32	Social Media Describe the integration of the following		
3.2.32.1	Facebook		
3.2.32.2	Wikis		
3.2.32.3	Blogs		
3.2.32.4	Twitter		
3.2.32.5	YouTube		
3.2.32.6	iTunes U		
3.2.33	Mobile Applications		
3.2.33.1	Do you provide a mobile application for this LMS? If yes, explain its features/functionality.		
3.2.33.2	What devices does the mobile application work on?		
3.2.34	Electronic Portfolios		

EXPLANATION			CODE B, O, 3 RD , C, F
	Do you have capabilities for an electronic portfolio? Please describe.		
3.2.35	Branching Are there linking and branching capabilities within the course, between lessons, between assessments. Please describe.		
3.2.36	Additional Information/Features		
3.2.36.1	Are there any drag-and-drop features?		
3.2.36.2	Describe any other features.		

4. EVALUATION CRITERIA

All Proposals will be evaluated by an evaluation team. Based on this evaluation, the University will determine the award of the Contract. The University will award the Contract to the responsible offeror whose Proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this RFP.

In Appendix I, Section 3.1, mandatory requirements are outlined that must be met in order for the Proposal to be considered.

Western Illinois University reserves the right to solicit additional information from Respondent to determine which proposal best meets the needs of the University.

Provide a complete narrative response to each of the following (point value for each criterion is indicated in parentheses):

Points	Description
100	Total Cost of Ownership
50	Company Qualifications
30	General Technical (self-hosted/vendor hosted)
30	Self-hosted and/or Vendor-hosted solutions
30	Security
50	Conversion
20	Licensing
40	Accessibility
10	SCORM

Points	Description
20	Grade book
20	Assignments
20	Learning content/modules
20	Assessments
10	Online grading form/rubric
20	Communication
10	Sharing distribution
10	Course management
10	Calendar
10	Syllabus tool
10	Navigation
10	Classroom management
10	Search
10	Glossary
10	WYSIWYG HTML editor
10	Content specific features
5	Mobile applications
5	Electronic portfolios
5	Branching
5	Additional Information/features
10	Content authored in 3 rd party
10	Multimedia
10	Help/Support
10	Training
20	Library integration
10	Plagiarism checking
5	Social media
665	Total points

5. FINANCIAL SOLVENCY

The firm will provide, if requested by the University, the firm's most recent Annual Report and its financial statements for the past three (3) fiscal years, including Balance Sheets and Statements of Revenue and Expenses, or other documentation that demonstrates financial solvency.

6. NON-HIRE

Each party agrees not to solicit, directly or indirectly, any employee of the other party for employment without the express written permission of the other party during, and for a period of one year after the termination of the services.

7. CERTIFICATIONS AND REQUIRED STATEMENTS

CERTIFICATIONS:

IMPORTANT NOTE:

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

If this is a multi-year contract, including the initial term and all optional renewals, contractor shall reconfirm compliance with the certification by July 1 of each year that the contract remains in effect. All subcontractors shall reconfirm compliance.

SUBCONTRACTORS: Contractor must indicate use of subcontractors. The Certification and Subcontractor certification and listing is located in Appendix III. Any subcontract must contain the required certifications and disclosures. (30 ILCS 500/20-120)

VENDOR LEGAL AUTHORIZATION/REGISTRATION WITH IL SECRETARY OF STATE: 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

Vendor/Bidders may qualify to submit bids or proposals to state universities of Illinois only if they are a legal entity authorized to do business in Illinois **prior to** submitting the bid, offer or proposal. This applies to both in-state and out-of-state firms.

A Vendor/Bidder must be:

1. a legal entity
2. registered to conduct business in Illinois
3. in good standing with the Illinois Secretary of State

Specific information regarding compliance can be obtained from (30 ILCS 500/1.15.80, 20-43). Please contact the Illinois Secretary of State for additional information.

In-State Firms:	Corporations (Corp); Limited Liability Companies (LLC); Limited Partnerships (LP); Limited Liability Limited Partnerships (LLLP) - Please contact the Illinois Secretary of State for further information.
Sole Proprietorships:	If the firm's name is the same as the sole proprietor's name, nothing is required.
Out-of-State Firms:	All Out-of-State Firms - A foreign vendor is defined as any vendor who has not incorporated within the State of Illinois. A Guide For Qualifying Foreign Corporations, published by the Secretary of State, will answer your questions on how to qualify your Corporation/LLC to do business in Illinois. Please direct your questions to the Illinois Secretary of State.

STATE BOARD OF ELECTIONS CERTIFICATION REQUIRED (30 ILCS 500/20-160)

Any firm or individual who wishes to submit a bid or proposal in response to this solicitation must make the certification below. If you do not make the certification below (and attach a copy of the certificate of registration from the State Board of Elections, if required), your bid or proposal cannot, by law, be accepted by the University.

Note:

If you do \$50,000 worth of business annually with the State of Illinois, including the state universities, you are required to register with the State Board of Elections and obtain from them a certificate confirming your registration. Responses to Invitations to Bid, Requests for Proposals, Requests for Information, and all other types of procurement solicitations are included in the calculation of this \$50,000 annual amount, whether you receive a resulting award or not. If you do less than \$50,000 worth of business annually, you may be exempt from the registration requirement.

Please refer to the State Board of Elections website (www.elections.il.gov) for more specific information on whether you are required to register or not. Information on how to submit copies of the registration certificate to the Chief Procurement Officer for Higher Education is available at the Illinois Public Higher Education Procurement Bulletin website <http://www.procure.stateuniv.state.il.us>.

CERTIFICATION:

You must check the box that applies to you:

The bidder/proposer certifies that:

- ☐ it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;
- or**
- ☐ (a) it has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;
- (b) it has provided a copy of its Certificate of Registration with its response to this solicitation;
- (c) it has submitted a copy of its Certificate of Registration to the Chief Procurement Officer for Higher Education; and
- (d) it acknowledges a continuing duty to update its registration.

The bidder/proposer also acknowledges that any contracts entered into with bidder/proposer are voidable by the University if bidder/proposer fails to comply with the requirements of Section 20-160 of the Procurement Code.

****Reminder****

- ☐ Unless you are currently exempt from registering under Box #1 above, you are required to provide a copy of your certificate of registration with your bid or proposal. Before submitting your bid or proposal, check here to confirm that a copy of your certificate of registration is attached.

ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT: As required by Illinois statute (30 ILCS 587) all information technology including electronic information, software, systems and equipment developed or provided under this bid document/contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

LEAD POISONING: Pursuant to 30 ILCS 500/50-14.5, if Contractor is the owner of residential rental property in Illinois, Contractor certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.

SUCCESSOR VENDOR CLAUSE: As provided in 30 ILCS 500/25-80 of the Illinois Procurement Code, in order to be considered “responsible” under the Code any successor company to the winning bidder or offeror on a service contract (except for heating and air conditioning, plumbing, or electrical services) must certify to the University that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract.

CONVICTION OF A FELONY: The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and five years have not passed from the completion of the sentence for that felony. the contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

PROHIBITED BIDDERS AND CONTRACTORS: 30 ILCS 500/50-10.5(b) The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a contractor from entering into a contract with a State agency if the contractor, or any officer, director, partner, or other managerial agent of contractor, 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 contractor is in violation of Subsection (e). The contractor further acknowledges that the chief procurement officer shall declare the related contract void if this certification is false.

ENVIRONMENTAL PROTECTION ACT: The contractor certifies that it is not barred from being awarded a contractor under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract with a State agency if the contractor has 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 5 years. The contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

DEBT DELINQUENCY: The Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under Section 30 ILCS 500/50-11 of the Illinois Procurement Code, as amended. Section 50-11 prohibits any bidder from submitting a bid or entering into a contract with a State agency if that bidder knows or should have known that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

EDUCATIONAL LOAN DEFAULT: If an individual, sole proprietorship or a LLC, the contractor certifies that it is not in default on an educational loan as provided in 5 Illinois Compiled Statutes 385/3.

BID RIGGING/ROTATING: The bidder certifies that is has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961. (720 ILCS 5/33)

BRIBERY: The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 0 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct which is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

If contractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for each 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).

Contractor certifies that it 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).

REVOLVING DOOR: Contractor certifies that it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

COLLUSION: Contractor 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).

PROHIBITED POLITICAL CONTRIBUTION: Contractor (as "business entity" under 30 ILCS 500/50-37) certifies that it will not make a prohibited political contribution.

DRUG FREE WORKPLACE: The contractor (whether an individual or company) agrees to provide a drug free workplace pursuant to 30 ILCS 580. The Drug Free Workplace Act prohibits a State agency from entering into a contract agreement unless the contractor has provided a certification that it will provide a drug free workplace. This is required of all corporations, partnerships and other entities with 25 or more employees or this contract is worth more than \$5,000. Drug Free Workplace Act requires the following certification for Individuals - The individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

CONFLICT OF INTEREST: Check one

- ☐ The Contractor certifies that it is neither an employee of Western Illinois University nor the spouse or child of an employee of Western Illinois University.
- ☐ The Contractor certifies that it is an employee of Western Illinois University or the spouse or child of an employee of Western Illinois University.

Relationship/Please indicate individual, relationship and department involved:

RECORD RETENTION AND AUDITS: Illinois Statute (30 ILCS 500/20-65) - Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor and the purchasing agency.

INTERNATIONAL BOYCOTT: For contracts exceeding \$10,000 the contractor 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. (30 ILCS 582)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Contractor, its employees and subcontractors agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the American with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this order.

ILLINOIS USE TAX: The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a contractor from entering into a contract with a State agency if the contractor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

MOST FAVORED CUSTOMER: Prices for commodities and/or services furnished on this order shall not exceed those charged to your most favored customer for like commodities and/or services under similar circumstances.

TAX PAYER CERTIFICATION: Under penalties of perjury, the Proposer certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one):

☐	Individual	☐	Real Estate Agent
☐	Sole Proprietorship	☐	Government Entity
☐	Partnership	☐	Tax Exempt Organization (IRC 501(a) only)
☐	Corporation	☐	Not for Profit Corporation
☐	Trust or Estate	☐	Medical and Health Care Service Provider Corporation

Under penalties of perjury, I certify that 1) The number shown is my correct taxpayer identification number 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 Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and 3) I am a U.S. person (including a U.S. resident alien).

PROHIBITION OF GOODS FROM CHILD LABOR ACT: The Contractor certifies in accordance with 30 ILCS 584 that no foreign-made equipment, materials or supplies furnished to the State of Illinois under the contract have been produced in whole or in part by the labor of any child under the age of 12.

PROHIBITION OF GOODS FROM FORCED LABOR ACT: The Contractor certifies that in accordance with 30 ILCS 583 no foreign-made equipment, materials, or supplies furnished to the State of Illinois under the contract have been produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction.

PROCUREMENT OF DOMESTIC PRODUCTS ACT: (30 ILCS 517) Please check the statement below that applies to the articles you are offering in this bid/proposal.

For the purposes of this question “manufactured in the United States” means in the case of assembled articles that final assembly occurred in the United States.

☐ We certify that all offered articles were/ will be manufactured in the United States.

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

☐ We are unable to certify that all offered articles were/will be manufactured in the United States.

8. NON-LIABILITY

In no event shall the University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by the Contractor under this contract.

9. INDEMNIFICATION

The Contractor shall indemnify and hold the University, its officers and employees, and each of them harmless from and against any and all claims arising out of the work performed by the Contractor under this agreement.

10. TERMINATION FOR NON-APPROPRIATION

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

11. WAIVER

The failure of either party at any time or times to enforce any provision of this contract shall in no way be construed to be a waiver of such provisions or to affect the validity of this contract or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this contract.

12. PROPOSER PRESENTATIONS

The University reserves the right to, but is not obligated to, request and require that each Proposer provide a formal presentation of its Proposal at a date and time to be determined. No Proposer will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Proposer. The University reserves the right to limit the presentations to the top two or three Proposers.

THIS PROPOSAL IS THE COMPLETE AND EXCLUSIVE STATEMENT of the terms of the agreement between the Contractor and the University. No

other terms and conditions, unless expressly agreed to in writing by the University, will be accepted.

THE ATTACHED DISCLOSURE FORM IS TO BE COMPLETED AND SUBMITTED WITH YOUR BID - FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID.

MODIFICATION OF ORIGINAL DOCUMENT: The vendor certifies that it has not altered or modified the original content of the University bid specifications, or the associated documents including original drawings or graphics. Vendor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered sufficient basis to suspend or debar the violating party from consideration for future contract awards. Exceptions are to be explained in Appendix I.

Please complete all the information requested below:

Company Name:	
Address:	
Telephone Number:	
Fax Number:	
E:Mail	
Signature:	X
Printed Name:	
Title:	
Date:	
IDHR #:	
Delivery:	after receipt of order
FOB:	Western Illinois University

ADDENDUMS: Indicate receipt of any addendums that may have been issued for this Proposal.

APPENDIX II

PRICING PROPOSAL

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

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

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

The University is obligated neither to purchase the full quantities proposed by the vendor nor to enter into a "sole provider" agreement with any one vendor. If pricing is contingent upon a fixed volume, that must be noted in your pricing proposal.

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

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

The Respondent must provide sufficient pricing details to permit the University to understand the basis for the quotation. At a minimum, the University requires detailed information on the relative cost of each component of the software products and support services, what discounts are applied, and all assumptions or requirements upon which prices are contingent. Pricing should include any educational discount provided to Higher Education Clients. Any proposal that does NOT provide a breakdown of all component pricing may be considered NON-RESPONSIVE and removed from consideration.

Provide a line item cost analysis for all components necessary. The University will assume that the price quoted will include all software and database components necessary to implement the proposed system solution.

The Respondent's cost should be responsive to the items contained in this section. However, in the event that additional software, hardware or services are required to achieve the Respondent's proposed solutions, these additional needs must be cited and priced. Further, each Respondent should identify the costs associated with product "add-ons" that are not required to satisfy the stated RFP requirements but are available (from the vendor or from a third party) to extend product and hardware functionality and efficiency.

The University is obligated neither to purchase the full quantities proposed by the Respondent nor to enter into a "sole provider" agreement with any one Respondent.

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

1. PRODUCT

1.1. INITIAL PURCHASE AND LICENSING OF SOFTWARE

Please indicate the full costs of licensing the proposed software solution. Indicate the pricing basis (i.e. per user, site, server, etc...). The University is seeking an initial term of five years with the option to renew for five additional one-year terms.

COMPONENT	COST
	yr
	yr
	yr
	yr
	yr

	yr
	yr
	yr
	yr
	yr
	yr
SUBTOTAL 1.1	\$ YR
	\$ 5 yr total

1.2 THIRD PARTY SOFTWARE

Identify any third party software that is required in order for the proposed solution to perform to requirements.

COMPONENT	COST
	yr
	yr
	yr
	yr
	yr
	yr
	yr
	yr
	yr
	yr
SUBTOTAL 1.2	\$ YR
	\$ 5 yr total

1.3 ADDITIONAL SOFTWARE OPTIONS

Identify any optional products that are not part of the base proposed solution but are available to extend product functionality and efficiency

COMPONENT	COST
SUBTOTAL 1.3	\$
	\$ 5 yr total

1.4 PRICING STRUCTURE

Indicate any pricing tier or structures available for additional purchases that provides additional discounts.

1.5 ADDITIONAL PURCHASES

1.5.1 Do you agree to extend these pricing offers for additional product/component purchases and increased licensing rights placed within twelve (12) months after the original order?

_____ Yes _____ No

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

_____ Price will remain firm for the option period
_____ Prices will increase up to _____% for the option period
_____ Prices will decrease up to _____% for the option period
_____ Prices will increase/decrease in relation to the CPI at the time of the contract renewal
_____ We do not offer an option

2. SERVICES, COST OF SUPPORT

Respondents should quote their best price for a standard support contract that is in line with the products and services proposed in their RFP response. Pricing should include any "education" discounts provided to higher education clients.

All costs of education/training and travel must be included in the proposal. No additional reimbursement will be processed for those items.

If sub-contracting support services, provide names and address of all sub-contractors and the cost of each of those components that will be receive under this contract.

If hourly rate varies according to level of expertise, provide pricing detail for each level.

2.1 IMPLEMENTATION/INSTALLATION SERVICES

Hourly Rate \$ _____ Estimated hours _____ Subtotal \$ _____

2.2 CONSULTING/CUSTOMIZATION/INTEGRATION SERVICES

Hourly Rate \$ _____ Estimated hours _____ Subtotal \$ _____

Provide breakdown and brief description of proposed estimated services

2.3 CONTENT CONVERSION SERVICES

Services to convert content from existing WebCT Vista 8.0.4.

Hourly Rate \$ _____ Estimated hours _____ Subtotal \$ _____

Provide breakdown and brief description of proposed estimated services:

2.4 TECHNICAL SUPPORT

Cost of annual technical support \$ _____

Define level of support being proposed in this response (if multiple options are available, define each):

2.5 ADDITIONAL IMPLEMENTATION/CONSULTING/CUSTOMIZATION SERVICES REQUESTS

2.5.1 Do you agree to extend these pricing offers for additional services requests placed with twelve (12) months after the original order?

_____ Yes _____ No

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

_____ Price will remain firm for the option period
_____ Prices will increase up to _____% for the option period
_____ Prices will decrease up to _____% for the option period
_____ Prices will increase/decrease in relation to the CPI at the time of the contract renewal
_____ We do not offer an option

2.5.3 Do you agree to extend these pricing offers for additional service requests more than twenty-four (24) months after the original order but within thirty-six (36) months after the original order?

_____ Price will remain firm for the option period
_____ Prices will increase up to _____% for the option period
_____ Prices will decrease up to _____% for the option period

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

_____ We do not offer an option

Respondent to extend these pricing offers to all of Western Illinois University campuses for the same rates and time periods.

SUBTOTAL OF SERVICES (2.1 + 2.2 + 2.3 + 2.4) \$ _____

3. **SUPPORT RENEWAL PERIODS**

The University is desirous of a multi-year license and support arrangement. Please complete the following information for additional years. If applicable, indicate what discount would be available for annual prepayment of the agreement.

The University reserves the right to renew this contract for any of the renewal periods at the proposal prices and stated conditions, contingent upon the continuing need, availability of funds and favorable accordance with the pricing options.

The University desires options to renew this contract for the periods after the initial contracts expires and up to a ten-year maximum at the proposal prices and stated conditions, contingent upon continuing need and availability of funds. Please indicate your option offer below:

	Prices to remain firm for the option period

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

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

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

_____	We do not offer an option

4. **OTHER COSTS**

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

SUBTOTAL OF 4. OTHER COSTS \$ _____

5. **MAXIMUM PRICE**

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

SUBTOTAL OF SOFTWARE (SECTION 1.1) \$ _____

SUBTOTAL OF THIRD PARTY SOFTWARE (SECTION 1.2)	\$
SUBTOTAL OF ADDITIONAL SOFTWARE OPTIONS (SECTION 1.3)	\$
SUBTOTAL OF SERVICES (SECTION 2)	\$
SUBTOTAL OF OTHER COSTS (SECTION 4)	\$
TOTAL OF PROPOSAL	\$

EXTENSION OF OFFER TO OTHER STATE OF ILLINOIS UNIVERSITIES

Western Illinois University is hereby offering those firms who receive an award as the result of this solicitation the opportunity to also extend their bid offer to other State Universities in Illinois. Should you accept this opportunity if you receive an award, the following conditions will be applicable:

1. Each State of Illinois university choosing to participate in this transaction will administer its own procurements directly with your company subject to individual university administrations and Governing Board approvals.
2. The decision whether or not to participate will be up to each university.
3. If your firm agrees to extend your offer to the other universities, a copy of your offer will be provided to each of the universities' purchasing officers and those universities that choose to participate will use it as a basis for contracting with your firm.
4. Any contracts and/or purchase orders your firm receives from these universities will be administered (such as, but not limited to, resolution of ordering problems and reconciling accounts payable issues) by the individual university and not by Western Illinois University.
5. Please complete the following information.

Will you extend your offer to the other State of Illinois universities?

Yes_____ No_____

SIGNATURE

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

Please complete all the information requested below:

Company Name:

Address:

Telephone Number:

Fax Number:

E:MAIL

Signature:

X

Printed Name:

Title:

Date:

IDHR #

TIN/FEIN

APPENDIX III SUBCONTRACTORS

SUBCONTRACTORS:

Contractor will or may use subcontractors	☐	yes	☐	no
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6. Contractor shall identify in this section the names and addresses of all first tier subcontractors receiving contracts estimated to be \$25,000 or more to be utilized by Contractor in the performance of the Contract, together with the anticipated amount of money each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, “subcontractors” are those specifically hired to provide to the Contractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sublessees from a lessee of a State agency.
7. A copy of each subcontract issued pursuant to the Contract shall be provided to the Western Illinois University, Purchasing Office within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. It is preferred that the subcontract be provided in PDF format and be sent to:
- | | |
|----------|---|
| Buyer: | Ms. Bonnie Helms |
| Address: | Sherman Hall 227 |
| | One University Circle |
| | Macomb, IL 61455 |
| Phone: | 309/298-1819 |
| Email: | BA-Helms@wiu.edu (preferred receipt method) |
8. 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 (care of the person identified in 2. above) of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
9. Any subcontracts entered into prior to award of the Contract are done at the Contractor’s and subcontractor’s risk.
10. All subcontracts must include the **Standard Qualifications, Certifications, & Disclosures Attachment**, completed by the subcontractor. Contractors should copy these forms from this contract document and insure they are included and provided as part of all subcontracts.
11. List all subcontractor information including name, address, phone, email, and anticipated amount to be paid on the following page.

[illegible]

(Make copies of this page if additional space is needed for reporting)

APPENDIX IV

DISCLOSURES

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor:	
D/B/A (if used):	
Name of any Parent Organization:	

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

Vendors must complete subsection (A), (B) or (C) below. Please read the following subsections and complete the information requested.

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

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

Check here if submitting a	10K		20f		40f	
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OR

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

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

OR

C. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (1) and (2) below as appropriate.

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

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☐ No
2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income?
(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

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

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

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

Sole Proprietorship		Stock		Partnership		Other (explain)	
Name:							
Address:							

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

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

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

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

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

Check One: ☐ No Conflicts Of Interest

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

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

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

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

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

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

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

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of

investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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

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

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of:

(Vendor/Subcontractor Name)

Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

Date:

This image shows a full page of white paper with horizontal black lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines in total. The bottom portion of the page features slightly thicker lines, suggesting a margin or a change in section. The overall appearance is that of a clean, unused sheet of notebook paper.

APPENDIX VI CERTIFICATION OF IDHR ELIGIBILITY

(Submit with Technical Proposal)

Western Illinois University is **required** to deal only with those firms registered with the Illinois Department of Human Rights. This sheet must be completed and returned with each bid, proposal or quote for it to be considered. If you need to look up or obtain a DHR number, contact:

Illinois Department of Human Rights
Public Contract Section
100 W. Randolph
Chicago, IL 60601
Phone: 312/814-2431
www.state.il.us/dhr

Return this form along with the bid, proposal or quote to:

Western Illinois University
Purchasing Office
Sherman Hall 227
1 University Circle
Macomb, IL 61455
309/298-1819 - 309/298-1927 fax

Respondents must have an IDHR number if:

- 1) your company employs 15 or more persons at the time of application for a public contract;
- 2) your company has employed 15 or more persons at any time during the 365 day period prior to the date of your applying for a public contract;
- 3) you are directed to file by a contracting agency of the State of Illinois, any political subdivision, or a municipal corporation.

☐ The undersigned certifies that the bidding enterprise is eligible for competitive bid public contracts in Illinois and has been issued an IDHR number (list below) by the Illinois Department of Human Rights.

or

☐ The undersigned certifies that the bidding enterprise has filed with the Illinois Department of Human Rights a properly completed and sworn Employer Report Form (IDHR Form PC-1) which is currently valid and pending.

☐ The undersigned certifies that the bidding enterprise is exempt from this requirement.

Illinois Department of Human Rights Number:

Company Official's Signature:

×

Company Official's Title:

Date:

Sample Envelope

When submitting your response, please return in envelopes substantially similar to this sample. This will allow Purchasing staff to match your proposal with the correct Request. This Proposal is a sealed formal proposal.

Return Address

Western Illinois University
Purchasing Office - SH 227
1 University Circle
Macomb, IL 61455-1390



R216871 - Learning Management System

To be opened in the Office of the Director of Purchases, WIU,
Sherman Hall 227, WIU on **March 24, 2011 at 2:00 p.m. local time.**

CHECK HERE IF SUBMITTING A NO BID _____

TECHNICAL PROPOSAL

Return Address

Western Illinois University
Purchasing Office - SH 227
1 University Circle
Macomb, IL 61455-1390



R216871 - Learning Management System

To be opened in the Office of the Director of Purchases, WIU,
Sherman Hall 227, WIU on **March 24, 2011 at 2:00 p.m. local time.**

CHECK HERE IF SUBMITTING A NO BID _____

PRICING PROPOSAL