

**Southern Illinois University Edwardsville
Edwardsville, IL**

**State of Illinois
Public Institutions of Higher Education**

**Invitation for Bid
#5533**

Microsoft Campus Agreement

DUE DATE: Tuesday, June 21, 2016 @ 2:00 PM

Please Note: Vendors MUST be registered with the Illinois Secretary of State (unless a sole proprietor) AND the Illinois State Board of Elections.

Southern Illinois University (SIUE) requests responses from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

Brief Description:

Southern Illinois University Edwardsville (SIUE) requests vendors to submit bid to provide a Microsoft Campus Agreement.

Please read the entire solicitation package and submit your response in accordance with the instructions.

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities.

Please visit <http://www.illinois.gov/cpo/HigherEd/Pages/Preferences.aspx> for more information regarding these programs.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

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1. Instructions for Submitting Responses

- 1.1 Responding to the Solicitation:** Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor’s situation, then enter “N/A”. **Failure to provide the requested information may result in disqualification.**

- 1.2 Published Procurement Information:** The University publishes procurement information, including updates and award information, on The Illinois Procurement Bulletin / Public Institutions of Higher Education (“Bulletin”) (<http://www.procure.stateuniv.state.il.us>). Official solicitation documents are found or referenced on this website. Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The University will not be held responsible if Vendor fails to receive the optional email notices.

- 1.3 Solicitation Contact:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the University.

Solicitation Contact: Craig McIntosh	Phone: 618-650-2834
University Name: SIUE	Email: cmcinto@siue.edu
Street Address: Purchasing Dept.	Fax: 618-650-3251
#99 Supporting Services Road	
City, State, Zip: Edwardsville, IL 62026-1012	

- 1.4 Pre-Submission Conferences and / or Site Visits:** Yes No
Mandatory Attendance: Yes No

Date: _____ **Time:** _____
Location: _____

Additional Information:

If attendance is mandatory, Vendor (including incumbent) will be considered non-responsive and disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet. Vendor must allow adequate time to accommodate security screenings at the site.

1.5 Vendor Questions / University Responses: All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and submitted to the Solicitation Contact, **Craig McIntosh** @ cmcinto@siue.edu, no later than **Friday, June 10, 2016 @ 10:00 am.** Questions received and University responses may be posted as an addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for addenda and other updates.

1.6 Due Date, Time and Address for Submission of Responses: Responses will be opened at the “Submit / Deliver To” address provided below at the specified Due Date and Time.

1.6.1 Due Date: Tuesday, June 21, 2016 Time: 2:00 pm

1.6.2 Submit / Deliver Responses To:	Label (outside of envelopes / containers):
SIUE	Sealed Response – DO NOT OPEN
Attn: Craig McIntosh	Project Title: Microsoft Campus Agreement
Purchasing Dept.,	Bulletin Reference #: 5533
#99 Supporting Services Road	Due Date & Time: June 21, 2016
@ 2:00 pm	
Edwardsville, IL 62026	<i>Vendor Name</i>
	<i>Vendor Address</i>

1.6.3 Submission of Responses: Vendor must submit 1 (one) signed original and 1 (one) copy of the response in a sealed envelope or container. In addition, Vendor must submit 0 copies on CD or USB flash drive in the following format: N/A

1.7 Late Submissions: Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. Responses received after the specified date and time may be returned at the Vendor’s request and expense.

1.8 Response Firm Time: The response must remain firm for 90 days from the opening date.

1.9 Security: Bid Bond 5% Performance Bond <\$ or %> If a bid bond is required, Vendor must submit the bond with the response. If a performance bond is required, Vendor must submit the bond to the Solicitation Contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.

1.10 Small Business Set-Aside: Yes No If “yes” is marked, Vendor must be qualified as a small business at the time the response is due in order to be evaluated. (30 ILCS 500/45-45)

1.11 Minorities, Females and Persons with Disabilities Participation and Utilization Plan:

Yes No If “yes” is marked, this solicitation contains a goal of __% to include businesses owned and controlled by minorities, females and persons with disabilities in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent which can be found at:

<http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

1.12 Veteran-Owned Small Business Participation and Utilization Plan:

Yes No If “yes” is marked, this solicitation contains a goal of ____% to include businesses owned and controlled by military Veterans in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a Veteran’s goal is identified, you must complete and attach the Utilization Plan and Letter of Intent which can be found at:

<http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit

<http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>)

for complete requirements for VOSB or SDVOSB certification.

1.13 Employment Tax Credit: The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

1.14 Governing Law and Forum: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or

any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS” (Illinois Compiled Statutes). The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.

1.15 Public Records and Requests for Confidential Treatment: Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University’s legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor’s name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor’s request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.

1.16 Reservations: Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor’s premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor’s name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be paid for, any

billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.

- 1.17 Protest Review Office:** Vendor may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules. (44 Ill. Admin. Code 4.5550) For protests related to the solicitation, including specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual responses, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier. The Protest Review Office's information is as follows:

Chief Procurement Office for Higher Education
Attn: Protest Review Office
513 Stratton Office Building
401 South Spring Street
Springfield, IL 62706
Email: EEC.CPOHE@illinois.gov

2. Evaluation Process:

- 2.1 Evaluation:** The University evaluates three categories of information: responsiveness, responsibility, and price. The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

2.1.1 Responsiveness: A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.

2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed.

2.1.1.3 When the specification calls for “Brand Name or Equal”, the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

2.1.2 Responsibility: A Vendor is considered responsible when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University will determine whether the University can or should do business with a Vendor. The University may consider factors including, but not limited to political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the Vendor’s probable ability to deliver in the quality and quantity within the time and price as specified in the solicitation.

2.1.3 Price: The University will rank responses in order of price to determine the lowest priced response that meets requirements of responsiveness and responsibility.

2.2 Award: The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible and responsive vendor who submits the lowest price.

2.2.1 The University will post a notice to the Bulletin identifying the apparent low cost vendor. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.

2.2.2 Awarded Vendors must at all times, including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

End of Instructions

3. Vendor’s Checklist for Submission of Response

This checklist is provided as a tool to aid vendors in submitting a complete response in compliance with the solicitation. Mark each item as appropriate. Failure to meet all solicitation requirements may be cause for disqualification.

3.1 Solicitation Review: We have reviewed the entire solicitation, including all referenced documents, instructions and any applicable revisions (addenda) to the solicitation. We have completed all blanks and provided all required information.
 Yes No

3.2 Pre-Submission Conferences / Site Visits: We attended all pre-submission conferences and / or site visits, if mandatory. Yes No N/A

3.3 Response Submission: We have enclosed the completed items as shown below.

Container properly labeled and addressed	Section 1.6.2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Correct number of copies	Section 1.6.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Bid / Performance bond included	Section 1.9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor’s Offer	Section 4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Milestones and deliverables	Section 5.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor and staffing specifications	Section 5.4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Transportation and delivery terms	Section 5.5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Subcontracting disclosure	Section 5.6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Where services are to be performed	Section 5.7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Pricing completed as specified	Section 6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Standard terms and conditions	Section 7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Supplemental terms and conditions	Section 8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor Exceptions included	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Confidential Information requested	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Redacted copy of response	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
References provided as requested	Section 10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

We are providing the following explanation of qualification for the preference or special programs checked above: _____

We certify that we have made no alterations or modifications to the original content of this solicitation or other related procurement documents, either text or graphics and whether transmitted electronically or hard copy.

Vendor Name: _____

Signature of Authorized Representative: _____

Date: _____

Printed Name: _____ Title: _____

5. Description of Supplies and Services

5.1 University's Need for Supplies / Services: Microsoft Campus Agreement.

5.2 Supplies / Services Required:

Specifications:

Price under EES Level A

- Desktop + Core CAL 2200
- Visual Studio Pro 2200
- SharePoint (Standard?) 2200
- O365 for Education (Student) 12,015
- O365 for Education (Faculty) 3000
- O365 Pro Plus (Student) 12,015
- O365 Pro Plus (Faculty) 3000

Additional Optional item

- O365 E5 – Step Up SKU (We have purchased the E3 bundle and now qualify for the discounted step up option).

Any award will be a standing order for the period of 7/1/2016 – 6/30/2017. Made in one payment

Faculty / Staff FTE									
	Full Time Faculty		Part Time Faculty		Full Time Staff		Part Time Staff		Faculty / Staff FTE
	689		253		1,382		75		2,193
Student FTE									
	Full Time Students		Part Time Students						Student FTE
	10,905		3,330						12,015

NOTE: The Microsoft contact is Emil Nisanov, 425-538-6001; email: emnisa@microsoft.com

5.3 Milestones and Deliverables:

5.4 Vendor and Staffing Specifications:

5.5 Transportation and Delivery Terms:

5.6 Subcontracting:

5.6.1 Subcontracting is allowed is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.

5.6.2 The maximum percentage allowed to be provided by a subcontractor is %

5.6.3 Will subcontractors be utilized? Yes No

If “Yes”, identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.

Subcontractor Name: _____

BEP, Veterans, or Small Business certification # (if applicable): _____

Anticipated / Estimated Amount to be Paid: _____
Address: _____
Description of work: _____

Subcontractor Name: _____
BEP, Veterans, or Small Business certification # (if applicable): _____
Anticipated / Estimated Amount to be Paid: _____
Address: _____
Description of work: _____

All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

5.6.4 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.

5.7 Location where Services are to be Performed:

5.7.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.

5.7.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.

5.7.3 Location where services will be performed: _____
Percentage of services performed at this location: _____
Anticipated value of services performed at this location: _____

5.8 Term:

5.8.1 Any contract resulting from this solicitation will have an initial term of July 1, 2016 through June 30, 2017. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.

5.8.2 In no event will the total term of the resulting contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

5.8.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

5.9 Renewal:

5.9.1 The resulting contract will will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

5.9.2 The University reserves the right to renew N/A.

5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.

5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.

5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor's option.

5.10 Termination for Cause: The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.

5.11 Termination for Convenience: The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.

6. Pricing

THE AWARDEE WILL SUPPLY MICROSOFT LICENSE ONLY – NO SOFTWARE MEDIA TO BE SUPPLIED.

\$ _____ month

Written dollar amount: _____

Company Name: _____

Company Signature: _____ Date: _____

6.1 Pricing Offer: Attach additional pages if the specified pricing format requires additional pages.

6.1.1 Vendor's Price for the Initial Term: _____

6.1.2 Price shall not be increased should vendor experience an increase in wage rates, materials, equipment, or in any other of Vendor's costs, or should Vendor be compelled to pay premium wages for overtime work prior to completion of Vendor's work under the resulting contract.

6.1.3 Renewals:

6.1.3.1 If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the University formula is shown below, Vendor shall calculate renewal rates using that formula.

6.1.3.2 If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Cost increases or decreases shall be allowed only at the time of contract renewal and shall be increased or decreased by no more than a percentage equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Midwest Region for wages for the month of _____, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

6.1.3.3 University Formula for Determining Renewal Compensation:

6.1.3.4 Vendor's Price for Renewal(s): _____

6.2 Type of Pricing: Pricing under the resulting contract will be firm estimated \$_____

6.3 Discount: The University may receive a _____% discount for payment within _____ days of receipt of correct invoice.

6.4 Invoicing:

6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).

6.4.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University. Send invoices to:

<University invoicing address>

6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.

6.5 Taxes: Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.

7. Standard Terms and Conditions

7.1 Payment Terms and Conditions

7.1.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices shall have no force or effect.

7.1.2 Minority Contractor Initiative: The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more, other than statewide master contracts, is required to pay a fee of \$15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.

- 7.1.3 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.
- 7.1.4 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor.
- 7.1.5 Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 Ill. Adm. Code 4.2005(w))
- 7.1.6 Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

7.2 Assignment and Subcontracting: Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

- 7.3 Audit / Retention of Records:** Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records (30 ILCS 500/20-65).
- 7.4 Time is of the Essence:** Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- 7.5 No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7.6 Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 7.7 Confidential Information:** Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois

Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 7.8 Freedom of Information Act:** This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)
- 7.9 Use and Ownership:** All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.
- 7.10 Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 7.11 Insurance:** Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 7.12 Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University.
- 7.13 Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.
- 7.14 Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- 7.15 Applicable Law:** Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.
- 7.16 Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.

- 7.17 Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
- 7.18 Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.
- 7.19 Notices:** Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 7.20 Modifications and Survival:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 7.21 Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 7.22 Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 7.23 Warranties for Supplies and Services**
- 7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or

longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

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

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

7.23.4 Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

7.24 Reporting:

7.24.1 Vendor shall immediately notify the University of any event that may have a material impact on Vendor's ability to perform the contract.

7.24.2 By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

8. Supplemental Terms and Conditions

8.1 University Supplemental Terms and Conditions:

- University Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)

- Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)
- University Specific Terms and Conditions
- Other (describe)_____

8.2 Vendor Supplemental Terms and Conditions:

This is supplemental information that supports a vendor’s response (e.g. a vendor’s licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed in Section 9.

9. Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor’s response.

9.1 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Vendor agrees with the terms and conditions set forth in the solicitation, including the standard terms and conditions, University supplemental provisions, certifications, and disclosures, with the following exceptions:

Page # / Section / Subsection #	State the exception such as “add,” “replace,” and / or “delete.”

9.2 CONFIDENTIAL INFORMATION

You must include a redacted copy of your response.

Page # / Section / Subsection #	State the information being claimed as confidential and the statutory basis for each claim. Include supporting information.

10. References

References are are not requested.

If requested, provide references, according to the instructions below. All references must be established firms or government agencies other than the procuring University that can attest to Vendor’s experience and ability to perform the contract that is the subject of this solicitation. These references will be contacted.

1. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
2. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
3. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
4. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:

11. Form A or B

STOP - Please read the following instructions carefully.

If you **ARE NOT registered** in the Illinois Procurement Gateway (IPG) and **do not have** an active IPG Registration Number with an unexpired date, **you must complete and attach Form A** which can be found at:

<http://www.illinois.gov/cpo/HigherEd/Documents/Form%20A.docx>.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.vendorreg.com>) and search the “IPG Registered Vendor Directory”.

If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND you must submit FORM A with your solicitation response.

If you **ARE registered** in the Illinois Procurement Gateway and **have** an active unexpired IPG registration number, **you must complete and attach Form B** which can be found at: <http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx>.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

Business Enterprise/Veteran's Small Business Program Goals
CONTRACT GOALS FOR MINORITY / FEMALE/VETERANS BUSINESS PARTICIPATION

IFB 5533, _____

GOALS: The BEP/VBP aspirational goal for above-referenced project is _____ percent (____%) of the amount of the contract awarded by SIUE. This goal can be achieved by any combination of percentages of the amount of the contract awarded by SIUE.

INSTRUCTIONS: When goals are established, the Bidder shall include below, the names of certified minority / female / veteran owned business enterprises which will perform at least 20% of the work specified in the Goals statement. For additional information, refer to Item _____ in the Supplemental General Terms and Conditions in the bid documents.

Refer to the Central Management Services web site for BEP/VBP owned enterprises at:
<https://www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

BEP/VBP SUBCONTRACTOR/SUPPLIER FIRMS, INCLUDING ADDRESS, TELEPHONE NUMBER, AND DOLLAR AMOUNT TO BE UTILIZED IN REGARD TO THIS CONTRACT.

(Attach additional sheet if needed)

BEP/VBP Co. Name Address	Telephone Number	Subcontract/Supply Dollar Amount	BEP/VBP Detonation Certified by CMS
			____ MBE ____ FBE ____ VBP
			____ MBE ____ FBE ____ VBP
			____ MBE ____ FBE ____ VBP

The Bidder represents to SIUE that, to the best of its knowledge and belief:

- 1. Each of the subcontractors and suppliers listed qualifies under the provisions and definitions of the Business Enterprise Act and/or Veteran's Small Business Act as a minority, female, and/or Veteran owned business.**
- 2. The subcontract(s) which will be executed by the Bidder for the first level subcontractors and suppliers if the Bidder is awarded this contract by SIUE will meet or exceed the specified BEP/VBP goals.**

 Company Name

 Signature, Title

 Date

SIGNATURE IS REQUIRED Note: Transfer any BEP/VPB supplier or manufacturer information to your subcontractor list.

