STATE OF ILLINOIS PUBLIC INSTITUTIONS OF HIGHER EDUCATION

REQUEST FOR PROPOSAL

# The Illinois Public Higher Education Cooperative (IPHEC)



Online Travel Booking Tool Reference Number 1DGS1403

## The Illinois Public Higher Education Cooperative (IPHEC) REQUEST FOR PROPOSAL

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The Board of Trustees of the University of Illinois, on behalf of the Illinois Public Higher Education Cooperative (hereinafter, “IPHEC”) requests proposals from responsible vendors to meet its needs. A brief description is set forth below for Respondent’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the IPHEC appreciates and welcomes an offer.

#### Brief Description:

This request for proposal is to provide an online travel booking tool and travel related services to the Participating Universities on an “as needed” basis. The initial award will commence upon award acceptance (on or around July 1, 2014) for approximately a four year period and end June 30, 2018. There will also be an option to renew for one (1) additional three‐year renewal period under the same terms and conditions, based on continuing need, satisfactory performance, and availability of funds.

Please read the entire solicitation package and submit your offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers. Vendors should keep the instructions and a copy of offers for future reference.

Please adhere to Form and Content of Proposal requirements or offers may not be considered.

#### Overview of the Illinois Public Higher Education Cooperative (IPHEC):

The Illinois Public Higher Education Cooperative (IPHEC), an association, is an agent for preparing specifications, advertising, receiving, opening, tabulating and evaluating competitive proposals on behalf of the respective Boards of Trustees of Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University, Southern Illinois University, the University of Illinois, and Western Illinois University, hereafter referred to as the “Governing Boards”.

The IPHEC was formed to consolidate common requirements for state universities on one solicitation with subsequent orders being placed by each individual university for the award period. The nine Illinois public universities participate in the IPHEC. One University initiates and receives proposal on the consolidated requirement of a particular commodity. Upon determination of the highest‐ranked proposal, the Member Institutions each have the ability to establish individual contracts with the selected respondent for the service/commodity and orders are issued accordingly.

The IPHEC, as an agent for or on behalf of the Governing Boards, will receive sealed proposals at the Illinois public university purchasing office described in Section A.6 for the commodities and/or services indicated. The IPHEC will also evaluate the offers received and recommend for award to the Governing Boards. Each Governing Board will prepare the recommendation for award for its portion of the collective solicitation in accordance with its established procedures. Individual orders against any resultant awards will be issued and administered by the Participating Universities’ Purchasing Division.

It is the objective of this IPHEC solicitation to issue an “umbrella” award(s), administered and managed by the Contract Administrator where each Member Institution may issue their individual university contract in order to place orders for the IPHEC award period. Each Participating University will issue and administer their own Purchase Orders, receive their own invoices, and make their own payments directly with the awarded Respondent(s) to whom they have a signed contract with, under the IPHEC award agreement.

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.

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.

#### Definitions:

Contract

Administrator: An individual assigned by a Participating University to oversee the contractual relationship between an awarded vendor and the IPHEC. The Contract Administrator will be responsible for obtaining annual certifications/disclosures and completing contract renewals on behalf of the IPHEC.

IPHEC: The Illinois Public Higher Education Cooperative.

Member Institution: Refers to a single institution or campus of an institution of the IPHEC members. Member Institutions: Refers to the collective IPHEC members.

Participating

University: Refers to a single institution or campus that has elected to participate in the IPHEC award of a contract under this solicitation. Member Institutions are not required to participate with use of an awarded contract.

Participating

Universities: Refers to the collective IPHEC members that have elected to participate in the IPHEC award of a contract under this solicitation. Member Institutions are not required to participate with use of an awarded contract.

University: Where applicable, “University” refers to a Participating University, on behalf of the IPHEC, responsible for conducting and managing this solicitation when describing the administration of this solicitation and subsequent award. “University” may also refer to a Member Institution or Participating University dependent upon the context of its use.

Universities: Where applicable, “Universities” refers to one or more Member Institution or Participating University dependent upon the context of its use.

#### TABLE OF CONTENTS

1. INSTRUCTIONS FOR SUBMITTING OFFERS 5
	1. How to Provide Response Information 5
	2. Published Procurement Information 5
	3. Solicitation Contact 5
	4. Vendor Questions/IPHEC Responses 5
	5. Vendor Conferences/Site Visits 5
	6. Offer Due Date, Time and Address for Submission of Offers 5
	7. Submission of Offers 6
	8. Security 7
	9. Small Business Set-Aside 7
	10. Minority Contractor Initiative 7
	11. Federal Funds 7
	12. Governing Law and Forum 7
	13. Public Records and Request for Confidential Treatment 7
	14. Reservations 7
	15. Option to Award and Notice of Award 8
	16. References 8
	17. Protest Review Office 8
	18. Evaluation Process 8
2. SELECTION OF VENDOR 9
	1. Technical Proposal Evaluation 9
	2. Pricing Proposal Evaluation 11
3. OFFER LETTER 12

[SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK 14](#_TOC_250013)

* 1. Goal of this Solicitation and Response Requirements 14
	2. Respondent’s Qualifications/References 15
	3. Programmatic Requirements 17
	4. Proposed Booking Tool Functionality 20
	5. Proposed Booking Tool IT Requirements 25
	6. Proposed Booking Tool Security Requirements 26
	7. Miscellaneous Requirements 27
	8. Transportation and Delivery Terms 28
	9. Payments 28
	10. Milestones and Deliverables 29
	11. Subcontracting 31
	12. Where Services are to be Performed 31
	13. Term 32
	14. Renewal 32
	15. Disputes 32
	16. Termination for Cause 32
	17. Termination for Convenience 32
	18. Right of Inspection 33
	19. Independent Contractor 33

[SECTION 2 – PRICING 34](#_TOC_250012)

* 1. Format of Pricing 34
	2. Services Pricing 34
	3. New Services 35
	4. Price Adjustments 35
	5. Promotional Pricing 36
	6. More Favorable Terms 36
	7. Invoice Errors 36
	8. Participation Discount 36
	9. Type of Pricing 37
	10. Expenses Allowed 37
	11. Taxes 37
	12. Renewal Options 37

[ATTACHMENT AA – Illinois Department of Human Rights Public Contract Number 39](#_TOC_250011)

[ATTACHMENT BB – Standard Terms and Conditions 40](#_TOC_250010)

[ATTACHMENT CC – Supplemental Provisions 45](#_TOC_250009)

[ATTACHMENT DD - Subcontractors 46](#_TOC_250008)

[ATTACHMENT EE – Standard Certifications 47](#_TOC_250007)

[ATTACHMENT FF – Financial Disclosures and Conflicts of Interest 52](#_TOC_250006)

[ATTACHMENT GG – Business Information 58](#_TOC_250005)

[ATTACHMENT HH - References 59](#_TOC_250004)

[ATTACHMENT II – Vendor Exceptions 61](#_TOC_250003)

[APPENDIX I – Account Representative 62](#_TOC_250002)

[APPENDIX II – Cooperative Contracting 63](#_TOC_250001)

[APPENDIX III – Utilization Plan 65](#_TOC_250000)

1. **INSTRUCTIONS FOR SUBMITTING OFFERS**
	1. **HOW TO PROVIDE RESPONSE INFORMATION** Respondents should indicate whether their firm can and will provide each requirement requested by providing a detailed narrative as to how they will meet the requirements identified. A one sentence “I agree” or “I comply” will not be accepted as a responsive reply. Your proposal must answer all questions thoroughly in order to show that your firm is responsive and responsible. Failure of the Respondent to number your proposal with the numbering systems provided throughout this solicitation may result in your proposal being considered not responsive.

The solicitation documents, as published to the Bulletin, are the governing documents. Any changes by Respondents will not be considered for evaluation and will not be valid unless identified as an exception. All exceptions must be identified in Attachment II.

* 1. **PUBLISHED PROCUREMENT INFORMATION** The University on behalf of the IPHEC publishes procurement information, including updates, on the Illinois Public Higher Education Procurement Bulletin (http://www.procure.stateuniv.state.il.us) (“Bulletin”). Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The State will not be held responsible if Vendor fails to receive the optional e‐mail notices.
	2. **SOLICITATION CONTACT** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss the solicitation or any offer, directly or indirectly, with any University officer or employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact identified below. The IPHEC shall not be held responsible for information provided by any other person.

|  |  |
| --- | --- |
| Solicitation Contact: Daniel Szajna | Phone: (217) 333‐2650 |
| University Name: University of Illinois | Fax: (217) 239‐6865 |
| Street Address: 1817 South Neil Street, Suite 202 | Email: DSzajna@uillinois.edu |
| City, State Zip: Champaign, Illinois 61820 |  |

* 1. **VENDOR QUESTIONS/IPHEC RESPONSES** All questions that pertain to this solicitation, must be submitted in written form and submitted to the Solicitation Contact no later than March 18, 2014 at 5:00 PM Local Time. Questions received and the IPHEC 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 IPHEC. Vendors are responsible for monitoring the Bulletin for Addendums and other updates.

Vendor shall promptly notify the IPHEC of any ambiguity, inconsistency, or error, which they may discover upon examination of the solicitation document. Any interpretation, correction or change to this RFP will be made by written addendum issued by the IPHEC and posted to the Bulletin under this solicitation. Interpretations, corrections or changes in this document made in any manner other than an issued written amendment will not be binding.

* 1. **VENDOR CONFERENCES/SITE VISITS** ☐Yes ☒ No
	2. **OFFER DUE DATE, TIME AND ADDRESS FOR SUBMISSION OF OFFERS** Offers will be opened at the Submit/Deliver offers to address provided below at the Offer Due Date & Time specified below.
		1. Offer Due Date: April 3, 2014 Time: 3:00 PM Local Time
		2. Submit/Deliver Offers To: Label (outside of envelopes/containers):

|  |  |
| --- | --- |
| University: University of Illinois | Sealed Offer – Do Not Open |
| Attn: Daniel Szajna | Project Title: Online Travel Booking Tool |
| Address: 1817 South Neil Street, Suite 202 | Reference #: 1DGS1403 |
| City, State Zip: Champaign, Illinois 61820 | Due Date & Time: April 3, 2014 at 3:00 PM |
|  | *Vendor Name* |
| *Vendor City, State and Zip* |

* + 1. Offer Firm Time: The offer must remain firm for ninety (90) days from opening.
		2. Late submissions may be returned at Vendor’s request and expense.
	1. **SUBMISSION OF OFFERS** Offers must be submitted in three packets as shown below and clearly labeled with the Request for Proposal title, the packet number, the proposer’s name and the wording: **“Sealed Offer – Do Not Open”**.

Packet 1 shall contain the Vendor’s response to the Specifications/Qualifications/Statement of Work (Section 1) and all other non‐pricing related information requested, including but not limited to the Offer Letter, Attachments and Appendices (Except Appendix III).

Packet 2 shall ONLY include Vendor’s Pricing Offer (Section 2) and pricing spreadsheet (provided on the Bulletin).

#### DO NOT INCLUDE ANYTHING EXCEPT PRICING IN PACKET 2.

Packet 3 shall ONLY include Vendor’s Utilization Plan provided in Appendix III. **DO NOT INCLUDE ANYTHING EXCEPT YOUR UTILIZATION PLAN IN PACKET 3.**

Seal each packet separately and label with the packet number. The two separately sealed packets may be submitted together in one shipping box or may be submitted separately in two individual shipping boxes.

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject Matter** | **# of Originals** | **# of Hard Copies** | **# of CDs or USB Flash Drive** |
| Technical Proposal – Packet 1* Section 1
* All Attachments
* All Appendices except Appendix III
 | One (1) | Sixteen (16) | One (1) |
| Pricing – Packet 2* Section 2
* Pricing Proposal Spreadsheet (attached to Bulletin notice)
 | One (1) | One (1) | One (1) |
| Utilization Plan – Packet 3* Appendix III
 | One (1) | One (1) | One (1) |

The IPHEC reserves the right to accept or to reject any or all proposals, to waive informalities or technicalities in any proposal received, and to accept any proposal which the IPHEC deems to be in their best interest. All responsive proposals will be evaluated based on the evaluation criteria stated in this solicitation document.

Subsequent to the offer due date/time, should the IPHEC require additional information in order to evaluate or clarify the responsibility, responsiveness or capability of a Respondent to perform in accordance with the requirements of this solicitation, the IPHEC may request supplemental information regarding financials, references, or other pertinent topics to be submitted within a specified time after the request. If reasonably requested information is not submitted within the time specified, the IPHEC reserves the right to reject the Respondent’s offer without further consideration.

Any respondent may withdraw their proposal at any time prior to the offer due date/time, but no respondent may withdraw the proposal after the offer due date/time, unless mutually agreed to by the IPHEC. Only written requests for the modification or correction of a previously submitted proposal, which are addressed in the same manner as proposals, and are received by the IPHEC, to the IPHEC contact, prior to the offer due date/time, will be accepted. The Respondent’s proposal will be corrected in accordance with such written requests, signed and approved by an officer of the respondent’s company, which are in a sealed envelope, marked with the solicitation reference number, and sent to the address as indicated in A.6 above. Receipt of any modifications or corrections must be received by the offer due date/time. Oral, telephone, facsimile, or email modifications or corrections will not be recognized or considered.

* 1. **SECURITY** For this solicitation, the IPHEC is not requiring a performance bond with your proposal; however, during the term of an award, if the awarded Respondent is not meeting the requirements in this solicitation and their subsequent proposal, the IPHEC reserves the right to request a performance bond as a security.
	2. **SMALL BUSINESS SET‐ASIDE** ☐Yes ☒ No. If “Yes” is marked, Vendor must be qualified by the Small Business Set‐Aside Program at the time offers are due in order for us to evaluate Vendor’s offer. For complete requirements and to qualify for the Small Business Set‐Aside Program, visit ([http://www2.illinois.gov/cms/business/sell2/sbsp/Pages/default.aspx).](http://www2.illinois.gov/cms/business/sell2/sbsp/Pages/default.aspx%29)
	3. **MINORITY CONTRACTOR INITIATIVE** If applicable to the Participating University, 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 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more may be required to pay a fee of $15. If payment is required, the State Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

* 1. **FEDERAL FUNDS** The solicitation may be partially or totally funded with federal funds. Upon notice of intent to award, the percentage of goods and/or services involved which are federally funded and the dollar amount of such federal funds will be disclosed.
	2. **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”. Vendor may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp).](http://www.ilga.gov/legislation/ilcs/ilcs.asp%29) The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Admin. Code Part 4) are applicable to this solicitation and may be viewed through the Illinois Public Higher Education Procurement Bulletin at (http://www.procure.stateuniv.state.il.us).
	3. **PUBLIC RECORDS AND REQUEST FOR CONFIDENTIAL TREATMENT** Offers become the property of the IPHEC. All offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Vendor requests in its offer that the IPHEC treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The IPHEC will not honor requests to keep entire offers confidential. Vendors must show the specific grounds in FOIA or other law or rule that support application of confidential treatment. Regardless, the IPHEC will disclose the successful Vendor’s name, the substance of the offer, and the price. If Vendor requests confidential treatment, Vendor must submit additional copy/copies of the offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the offer as possible. On Attachment II, 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 IPHEC for all costs or damages associated with the IPHEC defending Vendor’s request for confidential treatment. Vendor agrees the IPHEC may copy the offer 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.
	4. **RESERVATIONS** Vendor must read and understand the solicitation and tailor the offer and all activities to ensure compliance. The IPHEC reserves the right to amend the solicitation, reject any or all offers, and waive minor defects. The IPHEC may request a clarification, inspect Vendor’s premises, interview staff, request a presentation, or otherwise verify the contents of the offer, including information about subcontractors and suppliers. We may request best and final offers when appropriate. We will make all decisions on compliance, evaluation, terms and

conditions, and shall make decisions in the best interests of the IPHEC and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Vendor provide additional information and otherwise cooperate with the IPHEC. If a Vendor does not comply with requests for information or cooperate, we may reject the offer as non‐responsive to the solicitation. Submitting an offer does not entitle Vendor to an award. Posting Vendor’s name in a Bulletin notice does not entitle Vendor to an award. The IPHEC is not responsible for and will not pay any costs associated with the preparation and submission of any offer. Awarded Vendor(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract.

* 1. **OPTION TO AWARD AND NOTICE OF AWARD** The IPHEC is not obligated to award a contract pursuant to this solicitation. If the IPHEC issues an award, the award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Member Institutions, taking into consideration price and the evaluation factors set forth in this Request for Proposals. However, if the IPHEC does not consider the price to be fair and reasonable and negotiations fail to establish an acceptable Price, the IPHEC reserves the right to cancel the award and take appropriate action to meet the needs of the IPHEC. The IPHEC will determine whether the price is fair and reasonable by considering the offer, including the Respondent’s qualifications, the Respondent’s reputation, all prices submitted, other known prices, the project budget and other relevant factors. The IPHEC will post a notice to the Bulletin identifying the apparent most responsive/responsible Respondent.
	2. **REFERENCES** Vendor must provide references from established private firms or government agencies other than the Member Institutions, who can attest to Vendor’s experience and ability to perform the contract subject of this solicitation. Vendor must provide requested references using Attachment HH.
	3. **PROTEST REVIEW OFFICE** Vendor may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules (44 Ill. Admin. Code 4.550). For protests related to 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 proposals, 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. The Protest Review Office’s information is as follows:

Chief Procurement Office Phone: (217) 558‐3724

Attn: Protest Review Office Facsimile: (217) 558‐2164 401 S. Spring Street

Suite 514 Stratton Office Building Illinois Relay: (800) 526‐0844 Springfield, IL 62706

* 1. **EVALUATION PROCESS** The IPHEC will determine how well offers meet the Responsiveness requirements. The University will rank offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points, will not be considered for Price evaluation and award.

The IPHEC evaluates three categories of information: Responsiveness, Responsibility, and Price. The University will consider the information provided and the quality of that information when evaluating offers. If the IPHEC finds a failure or deficiency in your offer, the IPHEC may reject the offer or reflect the failure or deficiency in the evaluation ranking.

* + 1. **Responsiveness:** A responsive offeror is one who has submitted an offer that conforms in all material respects to the Request for Proposal. Note that completeness of the offer (e.g. filling in blanks, signing and providing identified forms) is a part of the evaluation of responsiveness.
			1. The IPHEC will determine whether vendor’s offer complied with the instructions for submitting offers. 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. The IPHEC will determine whether the offer 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. **Responsibility:** A responsible offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The IPHEC will determine whether the vendor is a “Responsible” vendor; a vendor with whom the IPHEC can or should do business. For example, the IPHEC may consider the following:
			1. A “prohibited bidder” includes a person or business assisting the State of Illinois or a University in reviewing, drafting, directing or preparing a Request for Proposal or Request for Information or who provided similar assistance is deemed a prohibited bidder (30 ILCS 500/50‐10.5)
			2. Other factors that the IPHEC may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the offer,) 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 bidder’s probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
			3. Awarded Vendors must at all times, including during any resulting award, have financial resources sufficient, in the opinion of the IPHEC 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.
		3. **Price:** The IPHEC will evaluate price in accordance with the evaluation criteria set forth in Section B and will determine if the offeror’s price is fair and reasonable.

### SELECTION OF VENDOR

* 1. **TECHNICAL PROPOSAL EVALUATION** The IPHEC will determine the most advantageous proposal, taking into consideration the evaluation factors shown below.
		1. The IPHEC will first rank offers without consideration of price from best to least qualified using a point ranking system as an aid in conducting the evaluation. Vendors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
		2. The IPHEC will evaluate Respondent’s overall technical proposal (Section 1).
		3. The minimum point value required for technical proposal evaluations is 300 points of the total available technical evaluation points, 500 points. Respondents who receive fewer than the minimum required points will not be considered for price evaluation or award.
		4. The chart below shows the technical elements of Responsiveness in point format.

|  |  |
| --- | --- |
| **Overall Technical Evaluation Factors:** | **Maximum Points Possible** |
| ***Section 1 – Overall Technical Evaluation Factors (In Order of Importance):*** | ***Total 500*** |
| 1. Proposed Booking Tool Functionality (Section 1.4) |  |
| 2. Respondent’s Qualifications/References (Section1.2) |
| 3. Programmatic Requirements (Section 1.3) |
| 4. Proposed Booking Tool IT Requirements (Section 1.5) |
| 5. Miscellaneous Requirements (Section 1.7) |

|  |  |
| --- | --- |
| 6. Proposed Booking Tool Security Requirements (Section 1.6) |  |
| 7. Payments (Section 1.9) |
| 8. Milestones & Deliverables (Section 1.10) |
| 9. Transportation and Delivery Terms (Section 1.8) |
| **Mandatory Requirements:** |  |
| − Identified within Section 1 and 2 of this solicitation (See Section 1.1.1 for additional information) | Not Applicable |

The IPHEC will evaluate Technical Proposals to determine whether the offer meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the Participating Universities’ needs may be accepted or corrections allowed. If no administratively compliant and responsible Respondent meets a particular requirement, we may waive that requirement.

* + 1. Respondents that meet the minimum technical evaluation requirement identified in B.1.4 will be required to provide an online presentation to the evaluation team demonstrating the functionality of the proposed system. **These presentations are proposed to be scheduled the week of April 28, 2014** however, this is an estimated date as the actual schedule will be dependent on the time it takes to complete the initial technical evaluation. Respondents will be contacted and assigned presentation times within a reasonable amount of time prior to the presentation.

If desired, Respondents may provide their presentation in person at University of Illinois, University Sourcing’s location (1817 S. Neil St., Suite 202, Champaign, IL 61820) while broadcasting the presentation through the University’s Microsoft Lync system to satellite evaluation committee members. If Respondent will not be on‐site for the presentation, then it will be the Respondent’s responsibility to setup the conference call and internet sharing services necessary for the presentation (at no cost to the IPHEC). It is anticipated that the online presentation will need to be viewed by at a minimum of 20 separate sites/connections.

An outline of what the Vendor Presentation must include is as follows:

1. Introduction of Presenters
2. Overview of the Company
	1. Years in business providing travel services
	2. Overview of the customer service proposed
3. Overview of the Proposed Online Booking Tool
	1. Requirements to access the system
	2. Security features
4. Presentation of Log‐In to the Proposed Online Booking Tool
	1. Demonstrate restriction of the system to Authorized Travelers
	2. Recognition of .edu e‐mail addresses
5. Demonstration of Search Functionality
	1. By fare/schedule
	2. For various airports in an identified geographic region
	3. For air travel, car rental, and hotel bookings
6. Overview of the lowest‐cost determination methodology in returning search results
7. Demonstration of Booking Group/Team Travel itineraries
8. Demonstration of the travel approval process
	1. Including how requests for booking itinerary for not lowest‐cost travel is flagged for Travel Approvers
9. Demonstration of the payment process
10. Identification of reporting abilities of the proposed system
11. Identification of training resources provided through the system

Respondents that are requested to provide a presentation and do not will be considered not responsive and their proposal will not be further evaluated.

|  |  |
| --- | --- |
| **Respondent Presentations:** | **Maximum Points Possible** |
| ***Section B.1.5*** | ***Total 50*** |

* 1. **PRICING PROPOSAL EVALUATION** If the IPHEC does not consider the price to be fair and reasonable and negotiations fail to establish an acceptable Price, the IPHEC reserves the right to cancel the award and take appropriate action to meet the needs of the IPHEC. The IPHEC will determine whether the price is fair and reasonable by considering the offer, including the Respondent’s qualifications, the Respondent’s reputation, all prices submitted, other known prices, the project budget and other relevant factors.
		1. The total number of points for Price is 550. Price will be evaluated by each manufacturer Respondent submits a proposal for. The IPHEC will evaluate pricing based on either the historical spend listed in the solicitation or through a line‐by‐line product price comparison. The factors that will go into pricing evaluations are outlined below:

|  |  |
| --- | --- |
| **Pricing Evaluation Elements** | **Maximum Points Possible** |
| ***Pricing Evaluation Factors (in order of importance):*** | ***Total 550*** |
| Services Pricing (Section 2.2) and Participation Discount (Section 2.8) |  |
| **Pricing Evaluation Elements** | **Maximum Points Possible** |
| **Mandatory Requirements:*** Price Adjustments (Section 2.4)
* Promotional Pricing (Section 2.5)
* More Favorable Terms (Section 2.6)
* Invoice Errors (Section 2.7)
 | Not Applicable |

* 1. **HOW IPHEC INTENDS TO AWARD** There is a maximum evaluation point total of 1,100 points possible. In order to be considered for an award Respondents’ evaluations must: be responsive; pass administrative compliance; and, exceed the minimum technical evaluation point threshold. The IPHEC reserves the right to award to the highest ranked Respondent that passes administrative compliance

An award or awards will be made at the sole discretion of the IPHEC.

#### End of Instructions

### OFFER LETTER

**Project Title / Reference #:** Online Travel Booking Tool RFP/1DGS1403

The undersigned authorized representative of the identified Vendor hereby submits this offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Vendor makes an offer to the IPHEC that the IPHEC may accept.

Vendor should use this Form as a final check to ensure that all required documents are completed and included with Vendor’s bid. Vendor must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Vendor understands that failure to meet all requirements is cause for disqualification.

1. **SOLICITATION AND CONTRACT REVIEW**: Vendor reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the IPHEC.

☐Yes ☐ No

1. **ADDENDA**: Vendor acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this offer.

☐Yes ☐ No ☐ N/A

1. **OFFER SUBMISSION**: Vendor is submitting the correct number of copies, in a properly labeled container(s), addressed to the correct location.

☐Yes ☐ No

1. **BOND**: If applicable, Vendor is submitting its Bid Bond or Performance Bond.

☐Yes ☐ No ☒ N/A

1. **PACKET 1**: ☐Yes ☐ No

#### Requirement Section/Attachment/ Check One:

 **Appendix**

Respondent’s Qualifications/References Section 1.2 ☐ Yes ☐ No

Programmatic Requirements Section 1.3 ☐ Yes ☐ No

Proposed Booking Tool Functionality Section 1.4 ☐ Yes ☐ No

Proposed Booking Tool IT Requirements Section 1.5 ☐ Yes ☐ No

Proposed Booking Tool Security Requirements Section 1.6 ☐ Yes ☐ No

Miscellaneous Requirements Section 1.7 ☐ Yes ☐ No

Transportation and Delivery Terms Section 1.8 ☐ Yes ☐ No

Payments Section 1.9 ☐ Yes ☐ No

Milestones and Deliverables Section 1.10 ☐ Yes ☐ No

Subcontracting Disclosed Section 1.7 ☐ Yes ☐ No ☐ N/A

Where Services Are to Be Performed Section 1.8 ☐ Yes ☐ No ☐ N/A

Illinois Department of Human Rights Public Contracts Number (must

Attachment AA ☐ Yes ☐ No

 be completed) Supplemental Provisions Attachment CC ☐ Yes ☐ No

Subcontractors Attachment DD ☐ Yes ☐ No ☐ N/A

Standard Certifications Attachment EE ☐ Yes ☐ No

Illinois Board of Elections Certification (must be completed) Attachment EE,

* Yes ☐ No

 Question 27

Disclosure of Business Operations with Iran (must be completed) Attachment EE,

* Yes ☐ No

 Question 28

Legal Business Entity Disclosure (must be completed) Attachment EE,

* Yes ☐ No

 Question 32

|  |  |  |
| --- | --- | --- |
| Financial Disclosures and Conflicts of Interest (must be completed) | Attachment FF | □ Yes ☐ No |
| Business Information | Attachment GG | □ Yes ☐ No |

#### Requirement Section/Attachment/ Check One:

 **Appendix**

|  |  |  |
| --- | --- | --- |
| References | Attachment HH | □ Yes ☐ No |
| Vendor Exceptions | Attachment II | □ Yes ☐ No |
| Account Representatives | Appendix I | □ Yes ☐ No |
| Cooperative Contracting | Appendix II | □ Yes ☐ No |
| Utilization Plan | Appendix III | □ Yes ☐ No |

* 1. Preferences/Special Programs: The Illinois Procurement Code provides various preferences and special programs to promote business opportunities in Illinois. If Vendor believes it is eligible for any of the preferences or special programs identified below, please check each that applies to this offer. You must provide an explanation of qualification. The IPHEC reserves the right to determine whether the preference or special program applies to Vendor.
		+ Resident Bidder (30 ILCS 500/45‐10).
		+ Soybean Oil‐Based Ink (30 ILCS 500/45‐15).
		+ Recycled Materials (30 ILCS 500/45‐20).
		+ Recycled Paper (30 ILCS 500/45‐25).
		+ Environmentally Preferable Supplies (30 ILCS 500/45‐26).
		+ Correctional Industries (30 ILCS 500/45‐30).
		+ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45‐35).
		+ Gas Mileage (30 ILCS 500/45‐40).
		+ Small Businesses (30 ILCS 500/45‐45).
		+ Illinois Agricultural Products (30 ILCS 500/45‐50).
		+ Corn‐Based Plastics (30 ILCS 500/45‐55).
		+ Disabled Veterans (30 ILCS 500/45‐57).
		+ Vehicles Powered by Agricultural Commodity‐Based Fuel (30 ILCS 500/45‐60)
		+ Biobased Products (30 ILCS 500/45‐75).
		+ Historic Preference Area (30 ILCS 500/45‐80).
		+ Procurement of Domestic Products (30 ILCS 517).
		+ Public Purchases in Other State (30 ILCS 520).
		+ Illinois Mined Coal Act (30 ILCS 555).
		+ Steel Products Procurement (30 ILCS 565).
		+ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
		+ Veteran’s Preference (330 ILCS 55).

Items that Qualify and Explanation:

#### PACKET 2

Pricing – Section 2: ☐ Yes ☐ No

1. **PACKET 3** ☐ Yes ☐ No

Utilization Plan– Appendix III

Signature of Authorized Representative: Date:

Printed Name of Signatory:

Title of Signatory:

### SECTION 1 ‐ SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

* 1. **GOAL OF THIS SOLICITATION AND RESPONSE REQUIREMENTS** The purpose of this solicitation is to establish an award with a supplier to provide an online travel booking tool and travel related services, who is responsible and responsive. The proposed award is designed to offer flexibility in product selection from a number of providers of travel related services, as well as competitive pricing, and premier service with the greatest array of value‐added services. Awarded Respondent will not be allowed to market items outside of the scope of this solicitation under an award unless approved in writing by the Contract Administrator.

The Respondent should indicate whether their firm can and will provide each requirement by providing a ***detailed narrative as to how they will meet the requirements identified***. Your company must answer all questions thoroughly in order to show that your company is capable and responsible. Additional details, which concisely and thoroughly describe how each requirement is to be met, should be provided with Respondent's technical proposal response, using the same numbering system as in this solicitation. Failure of the Respondent to utilize the numbering system provided throughout your response may result in your proposal being considered not responsive.

The Respondent shall clearly state in its response to, qualifications of, or deviations from, any of the general requirements and/or specifications listed below under this section, otherwise the Respondent will be held responsible for compliance with the requirements and specifications as stated in this solicitation. Any exceptions to, qualifications of, or deviations from the listed requirements and specifications must be noted in the Respondent’s submittal in Attachment II – Vendor Exceptions. Incomplete exception requests will be disregarded.

Submittal of printed brochures or publications is not required and such general material will not be evaluated or considered as a detailed reply as requested above. Reference to any attached Respondent literature, brochures, or contract documents will not satisfy the requirement for specifically identifying exceptions, qualifications, and/or deviations from general requirements and specifications. Any exceptions, qualifications, and/or deviations must reference the item number and page number corresponding to the appearance of the item in this solicitation document.

#### 1.1.1 MANDATORY REQUIREMENTS

Throughout the solicitation document, the IPHEC has identified 38 “Mandatory Requirements”. Mandatory Requirements will be evaluated on a pass/fail basis. Respondents must meet mandatory requirements without qualification. If a respondent is not able to meet a mandatory requirement, the Respondent’s proposal will cease to be evaluated. If a majority of respondents are unable to meet a mandatory requirement, the IPHEC reserves the right to remove that requirement from the evaluation process. All mandatory requirements are identified in the respective sections with the following heading:

#### − Acceptance of the mandatory requirement –

**1.1.2 EVALUATED REQUIREMENTS**

Requirements not identified as “mandatory requirements” as described in Section 1.1.1 will be evaluated as outlined in Section

B.1 as part of the Respondent’s Technical Evaluation. Although these requirements are not mandatory, Respondents that are unable to meet a specific requirement will be evaluated with zero points for the specific requirement.

#### HISTORICAL USE

The IPHEC requested travel data from current providers and Member Institutions for the previous fiscal year (July 1, 2012 through June 30, 2013). The data represented in this section is a snapshot of the responses received.

* + - 1. HISTORICAL SPEND ESTIMATES

The table in this section provides an estimate of historical use in dollars by type of service utilized.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Domestic** | **International** | **Total** |
| Air | $13,784,084 | $7,192,885 | $20,976,968 |
| Rail | $177,716 | $95,277 | $272,993 |
| Hotel | $14,816,637 | $2,876,737 | $17,693,374 |
| Car Rental | $1,342,248 | $114,038 | $1,456,286 |
| Ground Travel | $20,000 | $0 | $20,000 |
| Other Air Charter | $164,257 |  | $164,257 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Domestic** | **International** | **Total** |
| Other Bus | $64,863 | $16,617 | $81,480 |
| **Total** | **$30,369,805** | **$10,295,553** | **$40,665,359** |

* + - 1. HISTORICAL QUANTITY ESTIMATES

The table in this section provides estimated historical quantities purchased. Due to the inability of some current travel providers and Member Institutions to provide a breakdown of their spend data, this table does not include data representing all of the spend listed in section 1.1.3.1. This information is being provided to demonstrate the quantity estimates for a limited number of Member Institutions to assist Respondents in providing responses to this solicitation.

|  |  |
| --- | --- |
| **Transient Travel Agent Assisted/Full Service** | **Quantity Purchased** |
| Issued a domestic airline tickets | 13,763 |
| Issued international airline tickets | 3,035 |
| Issued rail tickets | 351 |
| Domestic hotel Reservation | 2,577 |
| International hotel reservation | 133 |
| Domestic car rental reservation | 1,029 |
| International car rental reservation | 13 |
| Domestic ground transportation reservation | 5 |
| Voided airline tickets | 788 |
| Refunds requested for airline tickets | 107 |
| Airline tickets reissued | 260 |
| Airline tickets exchanged | 717 |

* + - 1. HISTORICAL USE DISCLAIMERS

The estimated amounts listed in this solicitation are only provided as a guideline for preparing your response. They are not a guaranteed dollar volume for future purchases. The IPHEC is not able to guarantee any specific dollar volume on this agreement, and will not be able to commit to an agreement that requires any financial penalties. Respondent will be required to provide service under a resulting award regardless of actual spend.

Member Institutions are not required to utilize a contract awarded pursuant to this solicitation. Decision to participate will be made on an individual member‐by‐member institution basis.

#### EXCEPTIONS

For each required service and/or specification, the Respondent must note on the Exception Sheet included in this solicitation (Attachment II), if the Respondent takes exception to any requested service and/or specification. Failure to note an exception will be considered as acceptance of the services and specifications listed in this solicitation. Any exception taken to the services/specifications will be reviewed and determined whether or not the IPHEC can accept the exception. In the event that the IPHEC cannot accept a requested exception, the University may request clarification on your exception request. If the IPHEC cannot accept a requested exception and is unable to clarify your exception request to an exception that will continue to meet the IPHEC’s needs then the requested exception may result in the rejection of the Respondent’s offer. Any exception taken to the services and/or specifications subsequent to the offer due date and time of the solicitation may be considered as a withdrawal of the Respondent’s offer.

* 1. **RESPONDENT’S QUALIFICATIONS/REFERENCES**

#### AUTHORIZED PROVIDER OF TRAVEL SERVICES

The awarded Respondent must be authorized to provide travel services for a large number of airline, hotel and car rental providers. Respondents will be required to provide access to Southwest airlines fares through their proposed booking tool or

through a punch out process to Southwest’s web site. The punch out process should provide the travel information submitted to the proposed booking tool to the Southwest web site.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Respondent must be authorized to provide travel services for a large number of airline, hotel and car rental providers.
* **Acceptance of the mandatory requirement** – Respondent’s proposed online booking tool must include or provide access to Southwest airfares and reservations or through a punch out to Southwest’s web site as identified above
* Describe the online booking tool proposed including its name, whether the Respondent is the owner of the tool or if they are a licensed user
* A detailed response providing an overview of the services available through your proposed online booking tool
* Identify the Global Distribution System (GDS) and providers’ web pages that the proposed tool interfaces with
* Documentation demonstrating the Respondent’s authorization to resell the proposed travel services
* Identification of any services that are available through the Respondent, but not available in the online booking tool
* Identification of the ability to book “low cost carriers” through the online booking tool (i.e. Southwest) and identify the process to book “low cost carriers” if it differs from booking other carriers
* Completion of the following table (do not count a provider more than once, for example, American Airlines should count as a single “International Carrier” even though it also operates as a national and regional carrier):

|  |
| --- |
| **Question Response** |
| Identify the number of airline providers youronline booking tool has the ability to search and International Carriers make reservations for: National Carriers Regional Carriers |
| Identify the number of hotel brands that youronline booking tool has the ability to search and International Hotel Brands make reservations for: National Hotel Brands Regional Hotel Brands |
| Identify the number of car rental brands that youronline booking tool has the ability to search and International Car Rental Providers make reservations for: National Car Rental Providers |
| Identify the number of ground transportationproviders that your online booking tool has the Ground Transportation Providers ability to search and make reservations for: |
| Identify if your online booking tool has the abilityto search and make reservations for Amtrak rail Yes or No (circle one) service: |

#### RESPONDENT’S LOCATIONS

Respondents are required to provide the IPHEC with locations from where services will be performed. Branch office locations for walk‐in business are not required under this solicitation; however, if Respondent has walk‐in locations accessible to the Member Institutions, the IPHEC would like this information to incorporate into its evaluation.

##### Responses to this requirement must include the following:

* Provide the address of Respondent’s headquarters
* Provide the location of Respondent’s main data center (if security prohibits a physical address, then just a city/county/state may be provided)
* Provide branch office locations within the State of Illinois for walk‐in services (if applicable)

#### REFERENCES

The Respondent’s past experience, performance and capabilities to perform, will be considered and evaluated based on prior experience and performance for comparable peer institutions and/or state/federal government agencies. Therefore, the Respondent shall provide references for which the Respondent has provided a similar scope of online travel booking tool and related services. It is important that the Respondent give the correct contact email address and contact name in Attachment HH – References, as the references are a part of the technical points; and count towards the point total for award of a contract.

It is the Respondent’s responsibility to contact their references prior to listing them to verify contact information, including the correct email address.

##### The Respondent shall provide references as requested in this section in Attachment HH.

* + 1. **RESPONDENT’S AWARDS, CERTIFICATIONS, ETC.**

Provide a list of all awards, certifications, etc. that your agency has received in the past 4 years providing travel related services. Identify the awarding/certifying agency and whether awards/certifications were provided for an individual employee or to your firm.

##### The Respondent shall provide a response demonstrating awards, certifications, etc. received in the past four (4) years providing travel related services

* 1. **PROGRAMMATIC REQUIREMENTS**

#### PARTICIPATING UNIVERSITY’S INSURANCE REQUIREMENTS

At a minimum, all Respondents awarded a contract will be required to show evidence of satisfactory insurance coverage, and must furnish the Participating Universities with a Certificate of Insurance indicating compliance with Participating University’s requirements. These Certificates must:

* + - * Provide for thirty days (30) advance written notice to the Participating University of any modification, change, or cancellation of any of the insurance coverages.
			* The insurance companies providing coverage must have a B+:VI or better rating as indicated by the A.M. Best Ratings and Analysis website at the time of submission, and the contractor, consultant, vendor, affiliate, or service provider must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

The Participating University may ask the contracting party to name their institution as an additional insured on the insured parties’ commercial general liability policy. This provision must state that it shall apply in proportion to, and to the extent of the negligent acts or omissions of the non‐University party or any person or persons under the non‐University parties’ direct supervision and control.

Following are the required coverages:

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | **Type of Coverage** | **Amount** |
|  |  |  |
| **A.** | Workers’ Compensation and Occupation Diseases (Part A)Employer's Liability (Part B)*Workers’ Compensation and Employer’s Liability is not required for sole proprietors.* | Illinois Statutory Limits or Statutory Limits for the state in which the company is domiciled.A minimum of $500,000 per occurrence |
| **B.** | B. Commercial General Liability (Including contractual liability) | A minimum of $1,000,000 per occurrence |
| **C.** | Commercial Auto Liability, if applicable | A minimum of $1,000,000 per occurrence if Combined Single Limit; or $1,000,000 Bodily Injury and $1,000,000 Property Damage if Split Limits. |

Excess liability insurance (Umbrella) may be used to meet the liability limit requirements.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide the required insurance requirements identified in this Section

#### ACCOUNT REPRESENTATIVE REQUIREMENTS

The IPHEC considers excellent customer service an essential requirement of this contract. Therefore, the IPHEC expects the Awarded Respondent to provide a single IPHEC Account Representative in addition to at least one University Representative assigned to each University with an equally knowledgeable back‐up Representative. The proposed Representatives should be

available via telephone or e‐mail during normal working hours (Monday through Friday 8:00 a.m. – 5:00 p.m. Local Time) and be able to handle questions in regards to the overall travel needs of the Member Institutions.

Should any change be made in regards to the IPHEC Account Representative, the University Representatives, a backup Representative, or their contact information (phone, e‐mail); the Respondent must supply new information, in writing, to the Contract Administrator prior to the change, or no more than one working day after the change has been in effect.

Some Participating Universities may desire the option to have a dedicated travel agent physically located at a University‐ provided campus location. If this option is available, identify the spend threshold necessary for the Respondent to provide this additional service. This representative would assist travelers and travel arrangers in establishing reservations, provide training and assist with any other customer related service issues.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide an IPHEC Account Representative and identify this individual in Appendix I
* **Acceptance of the mandatory requirement** – Provide a list of University Representatives for each of the Member Institutions in your response to this section
* **Acceptance of the mandatory requirement** – Provide a list of backup Representatives for each of the previously requested representatives in your response to this section (Note: these individuals may be the same backup or another IPHEC Account Representative or University Representative)
* A detailed response indicating how customer service will be provided to Participating Universities including acceptance of the requirements in this section
* Resumes of proposed representatives
* Identify if the Respondent is able to provide an on‐site travel agent
* Identify the spend threshold necessary for an on‐site travel agent

#### CALL CENTER

In addition to Account Representatives, the Respondent must provide a toll‐free number for customer assistance staffed 24 hours a day, 7 days a week, 365 days a year. This call center must be able to provide booking assistance, general travel question assistance and system use assistance. The IPHEC would prefer a dedicated phone number for Participating Universities; however this is not a mandatory requirement.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – A toll‐free call center staffed 24/7/365
* Identification of the toll‐free number.
* Information whether this number will be dedicated to IPHEC Member Institutions, a separate number for each Member Institution or if it is a number that will be shared with other customers.
* Identification of the prompts entered to speak to a live person
* Provide the location of Respondent’s customer service call center

#### TRAINING

The awarded Respondent will be expected to provide technical assistance and training, if required and desired by the Participating University, for use of the proposed online booking tool. At a minimum, the awarded Respondent will be expected to provide online training throughout the term of the agreement at no additional charge. The online training options need to be maintained and updated throughout the term of the award at no additional charge. Participating Universities also require the ability to conduct start‐up training on‐site at the various campuses during the first year of the award. The Member Institutions expect to have the option of at least two in person start‐up training sessions at each of the Participating Universities’ campuses at no additional charge.

Participating Universities may also request “refresher” trainings, additional training for new users throughout the term of the award, Train‐the‐Trainer training and general demonstrations of the booking tool. Training will be required to be provided through in‐person demonstrations and through web‐based (both real‐time and at the end‐user’s pace) training sessions.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – To provide online training through the system on how to use the proposed online booking tool at no additional cost
* **Acceptance of the mandatory requirement** – To provide at a minimum two in‐person start‐up training sessions on each of the Participating Universities’ campuses at no additional cost. Identify if additional training sessions are offered at no cost to the Participating Universities
* Identification of additional training opportunities available to the Participating Universities as requested in this section
* Identification of the limitations on the number and types of training available to the Participating Universities

#### ON‐SITE TRAVEL/VENDOR FAIR PARTICIPATION

Participating Universities may, throughout the term of the award conduct on‐site travel or vendor fairs to introduce end‐users to Awarded Respondents. These fairs provide the Awarded Respondent with the ability to directly market their services, answer questions and provide information on how to use the system. Typically Participating Universities limit these fairs to once a year per campus; however, it is highly unlikely that all 13 campuses will conduct on‐site fairs in a single calendar year. If requested to participate in a fair, Awarded Respondent’s participation will be voluntary based on availability and the Participating University requesting the Awarded Respondent’s presence will cover any registration or table rental costs associated with the fair. The Awarded Respondent would be responsible for their representative’s travel, lodging and other expenses necessary to allow for their participation in the fair.

##### The Respondent shall provide a detailed narrative describing how it will meet the requirements identified above.

* + 1. **EMERGENCY TRAVEL ASSISTANCE**

The IPHEC requires that travelers who have purchased travel through the Awarded Respondent will have access to emergency travel assistance through an international toll‐free or collect call phone number. Respondents may provide this service through the call center (identified in section 1.3.3). It is expected that travelers requiring emergency assistance will receive priority attention over standard travel inquires and reservations. It is expected that this service will include the ability to re‐book for missed/cancelled flights, assistance locating lodging when reserved lodging is no longer available and assistance with ground transportation when a reserved rental car or ground transportation reservation is no longer available. Additional emergency travel related assistance may include help in locating medical facilities while traveling, wallet and/or credit card loss/theft assistance, and any other services that the Respondent provides to travelers in an emergency situation.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –Travelers will have access to emergency travel assistance through a toll‐free or collect call phone number
* Identify the procedures for requesting emergency travel assistance, explain if this will be through the currently proposed call center or if a special toll‐free number will be provided
* Explain what the Respondent considers an “emergency” when making these services available to the traveler
* A description of the emergency service available for missed/cancelled/delayed air travel
* A description of the emergency service available for lodging when booked lodging is otherwise unavailable and/or a traveler is stranded and in need of lodging
* A description of the emergency service available for ground transportation when a rental car and/or ground travel is otherwise unavailable as booked
* Identify any additional emergency travel related services available at no cost to travelers

#### EMERGENCY NOTIFICATIONS AND TRAVELER LOCATING SERVICES

It is important that Awarded Respondent understand they are accepting a duty of care for Participating Universities’ Authorized Travelers. With this duty of care, Respondents should have a plan in place to provide notifications to travelers in the event of travel hazards, dangers, and threats in the areas in which they are traveling. These notifications should also include cancellation/changes associated with booked travel. Throughout the term of the award, Participating Universities may also require the assistance of the Awarded Respondent to aid in locating a traveler in an emergency situation.

##### Responses to this requirement must include the following:

* Describe the types of emergency notifications that will be sent to travelers
* Describe the method that emergency notifications will be delivered to travelers
* Identify how assistance can be provided to Participating Universities to locate travelers in an emergency situation

#### EXCEPTIONS AND EXCLUSIONS TO THE AGREEMENT

On large purchase requests, such as group or athletic team travel, a Participating University may purchase from the Awarded Respondent, and may negotiate with the Awarded Respondent additional discounts beyond those specified in the original award, or, if deemed operationally or financially advantageous separately solicit such single purchase requests.

Any services, not available from an Awarded Respondent or services required to ensure Participating University’s continued business integrity or continuity, are exempted from the award. Additional services which may be covered by other agreements by the Participating Universities are also exempted from the agreement.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –Provide acknowledgment and acceptance to the requirements in this Section

#### SUSTAINABILITY

In support of global sustainability initiatives, the State of Illinois has enacted legislation addressing Environmentally Preferable Procurement (30 ILCS 500/45‐26).

Member Institutions may have a formal Sustainable Purchasing Policy which articulates the Member Institutions’ sustainability initiative. It is anticipated that vendors desiring to do business with the IPHEC share in our sustainable vision by specific and documented actions. As such, these items are requested in the form of a Sustainability Plan to be submitted with your proposal. Targeted areas for inclusion in the plan are:

* + - Source Reduction
		- Recycled Content and Products
		- Energy and Water Savings
		- Toxic Products and Pollution
		- Recycling and Disposal Programs

Respondent shall provide your company’s Sustainability Plan, along with a detailed narrative in support of these elements including documentation of policy and specific periodic updates detailing progress of your company’s sustainable efforts. Include in your Sustainability Plan any sustainability/green certification programs, which the Respondent is engaged in, or received recognition for achievement.

##### The Respondent shall provide a detailed narrative describing how it will meet the requirements identified above.

* + 1. **SUPPLIER RELATIONSHIP MANAGEMENT PLAN (SRMP)**

In order to improve customer‐supplier relationships, the IPHEC may adopt a formal Supplier Relationship Management Plan (SRMP) in order to identify and improve supplier performance and to capture reduced costs through team collaboration practices with contracted Vendors. Awarded Respondents will be required to participate in the SRMP with objectives that may include:

1. Consistent contract management
2. Increased visibility of supplier performance
3. Reduction of costs and increased efficiencies
4. Improved contract compliance

The execution of a structured, fact‐driven relationship management meeting process, will communicate clear expectations for the awardee’s post‐award contract performance in delivering its services to the Participating Universities while providing a forum for the awardee and the IPHEC to discuss efficiencies and potential cost savings.

The awarded Respondent's performance will be closely monitored throughout the agreement period. If deliveries prove to be unsatisfactory, or other problems arise, the agreement may be terminated for cause. Failure of the IPHEC, a Participating University or a Member Institution to exercise its right of termination for cause, due to the awarded Respondent's failure to perform as required in any particular instance, shall not constitute a waiver of termination rights for any other instance of failed performance.

##### The Respondent shall provide a detailed narrative describing how it will meet the requirements identified above.

* + 1. **SUPPLIER CODE OF CONDUCT AND ETHICS**

As a condition of an award, the IPHEC may require the Vendor to agree to a Supplier Code of Conduct and Ethics demonstrating your ability to provide safe working conditions, treat employees with respect and dignity, utilize environmentally responsible processes, and comply with applicable laws, rules, and regulations. The Supplier Code of Conduct and Ethics form may need to be signed by the Vendor(s) at the time of award and adhered to throughout the duration of the IPHEC award period.

##### The Respondent shall provide a detailed narrative describing how it will meet the requirements identified above.

* 1. **PROPOSED BOOKING TOOL FUNCTIONALITY**

#### SYSTEM IMPLEMENTATION PLAN

The current IPHEC Travel Agency awards expire June 30, 2104. The IPHEC would like to have access to an online booking tool prior to expiration of the current awards if possible. It is not anticipated that an Awarded Respondent would be able to meet this deadline with a system that meets all of the requirements in this solicitation. If available, the system must be capable of booking air travel, hotel reservations and car rentals. After acknowledgement of the IPHEC award, the IPHEC expects Awarded Respondents to provide a system that is fully functioning within 90 calendar days if possible. This includes providing a test system for testing/training prior to go‐live. The IPHEC intends to publish an award under this solicitation by June 1, 2014,

dependent upon completion of the evaluation process and being able to obtain necessary approvals for award. Respondents must provide a program implementation timeline for review and evaluation by the evaluation committee.

##### Responses to this requirement must include the following:

* Identify whether or not the Respondent will be able to provide an initial system capable of booking air travel, hotel reservations and car rentals with a go‐live date of July 1, 2014. If not possible describe how the Respondent intends to provide Participating Universities with a system for use as close to July 1 as possible.
* Identify the process that the Respondent will utilize to provide a complete system capable of booking air travel, hotel reservations and car rentals as defined in this solicitation within 90 days from award acknowledgement if possible. If not possible, describe how the Respondent intends to provide Participating Universities with the complete system for use as close to 90 days after award acknowledgement as possible
* A timeline showing all Participating University meetings, final specification determinations, programming, testing and training with a go‐live date for the completed online booking tool.
* A description of the services that the July 1, 2014, go‐live system will be able to meet (if available)
* A description of any expectations that the Member Institutions will be required to provide in order to meet the proposed booking tool’s go‐live date
* Identify areas of implementation which are of concern in delaying the ability to meet the timelines identified above

#### UNIVERSITY POLICIES AND ANNOUNCEMENTS

Member Institutions’ travel policy is set by the Illinois Higher Education Travel Control Board (IHETCB). IHETCB has defined allowances for travel, travel rules and reimbursements that must be followed by Authorized Travelers. Information related to these policies is provided on the IHETCB web site:

<http://www.stateuniv.state.il.us/travel/>

Respondent’s online travel booking tool must be able to incorporate the policies, allowances for travel, travel rules and reimbursements set forth by the IHETCB. The proposed online booking tool must also identify travel requests which do not conform to the requirements set forth by the IHETCB policies.

Member Institutions also operate under separate governing boards which may have additional/more stricter policies related to authorized travel. In order for Member Institutions to comply with these policies, it is required that the online booking tool be able to recognize users from specific Participating Universities and possibly their specific campus within the University. After recognizing the traveler and the University/campus they are associated with, the system should be able to provide travel policy information related to that University/campus. The functionality to provide messages specific to a University/campus through either a pop‐up window or an announcements sections is desirable. Furthermore, the ability to provide web‐links to University‐ specific travel policies would also be desirable.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – That the proposed booking tool will incorporate the IHETCB’s and the Participating University’s policies, allowances for travel, travel rules and reimbursements
* **Acceptance of the mandatory requirement** – That the proposed booking tool has the ability to identify travel requests which do not conform to the requirements set forth by the IHETCB or Participating University policies
* **Acceptance of the mandatory requirement** – That the proposed booking tool has the ability to recognize users by their University and campus
* Description of what options are available for the University/campus to provide information through a pop‐up or announcement specific to that University/campus
* Describe how the online booking tool can be used to relay information on University/campus specific policies and procedures to the users
* Describe the proposed online booking tool’s ability to identify travel booked outside of the IHETCB’s and/or a University’s policy

#### SYSTEM USERS

This section identifies the type of system users the IPHEC expects the proposed online booking tool to be able to accommodate. Member Institutions desire the ability to establish at least three different types of roles for users of the system as identified in this section:

* + - 1. Authorized Traveler:

An authorized traveler will be the role with the largest number of users. Authorized Travelers should be able to search, book, and provide payment for travel services in the online booking tool. Authorized Travelers may be required to receive “approval” from a Travel Approver prior to completing a reservation; however whether or not this approval is needed will be made on a department by department basis. Depending upon Member Institution policy, approvals may be to a central location or it may be the responsibility of the Authorized Traveler to know who/where a required approval should come

from. The system should allow for the inclusion of at least two “Travel Approvers” as identified by the Authorized Traveler.

* + - 1. Travel Arranger:

Travel Arrangers are able to search, book and provide payment for travel services for an authorized traveler or group travel. This includes the ability to purchase travel for non‐employees or other individuals authorized to travel pursuant to the Member Institution’s policies and who may not otherwise have access to the system. Travel Arrangers may be required to obtain approval from a Travel Approver, however, that will be determined on a department by department basis.

* + - 1. Travel Approver:

Member Institutions, campuses and departments within campuses may require the ability for a Travel Approver to review and approve the purchase of services requested through the online booking tool. The determination whether a purchase needs to be “approved” will be defined and updated throughout the award’s term. The proposed online booking tool should provide Authorized Travelers and Travel Arrangers with the ability to identify if their proposed purchase requires approval and should be able to route the proposed purchase to their requested Travel Approvers. In addition to the system being able to allow Authorized Travelers and Travel Arrangers to indicate their Travel Approver, some Participating Universities may have a group of Travel Approvers for an entire campus. These Universities should have the ability to identify a group of travel approvers for all Authorized Travelers.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –The proposed booking tool has the ability to provide the requested roles identified in this section
* Identify if the proposed booking tool is able to route “approval” requests in the event an Authorized Traveler or Travel Arranger identify the need for additional approval and provide a description of the methodology proposed to accomplish this
* Identify if the number of approvers is limited as some departments may have multiple individuals reviewing and approving travel for a department
* Identify if the online booking tool is able to provide e‐mail notifications to Travel Approvers when a travel itinerary is awaiting their approval
* Identify any limits to the number of any of the user roles identified in this section
* Identify if the Authorized Traveler is able to list an Arranger and/or Approver in their profile for ease of routing through the approval process
* Identify if the online booking tool will allow individual campuses to establish a campus‐wide Travel Approver or Travel Approvers for all Authorized Travelers and Travel Arrangers on the campus
* Explain any limitations for a Travel Arranger making reservations for a traveler, including how to make a car rental reservation where the reservation cannot be made with a credit card that is not in the driver’s name

#### USER PROFILES

For each of the system users identified in Section 1.4.3, the proposed online booking tool must have the ability to establish a user or traveler profile. User/traveler profiles should include the traveler’s contact information, their preferred method of payment (stored purchasing/travel card number if allowed by Participating University), passport, visa and immunization information (and expiration dates) and reward program numbers (for air carriers, hotel chains and car rental providers). The profile information should also allow a user to provide information related to their travel approver(s) for ease of routing travel itineraries for approval.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –The proposed booking will capture user‐entered profile information identified in this section
* Provide a list of the fields that the user profiles will capture with the proposed online booking tool
* Identify any additional information and preferences that an Authorized Traveler will be able to include in their profile such as:
	+ Seat, airline car and hotel preferences
	+ Dietary requirements
	+ ADA compliance requirements
* Identify the fields that an Authorized Traveler or a Travel Arranger will be able to access and update in the user profiles and the process to make updates if the Authorized Traveler/Arranger is not able to access the profile information
* Describe how access to user profiles will be provided to account representatives and call center representatives when contacted by an Authorized Traveler or Travel Arranger

#### SYSTEM LOG‐ON

Historically, providers have required a university issued e‐mail address as a requirement for accessing online booking systems (i.e. @illinois.edu; @niu.edu; @wiu.edu, etc…). Systems also had the option of an authorized traveler to access the system with authentication from a University Travel Arranger in the event that the traveler does not have a university issued e‐mail address. Member Institutions would like the flexibility of continuing to be able to access the online booking tool through this method and some Member Institutions may desire the functionality to limit authorization to individuals provided to the Awarded Respondent for access to the system.

Currently, some participating Universities utilize a single user authentication tool to access IT systems which may allow for ease of use for University employees. These authentication tools reside on the University’s servers and vary through the Member Institutions.

The system log‐on should also be able to remember profile information related to the individual logging on. This information may include: full/legal name, home/business address, home/business/cellular telephone numbers, TSA required traveler information (gender, date of birth, etc…), passport and visa information (expiration, type, authorizations, etc…), and rewards membership program numbers.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –The system will be able to meet the log‐on requirements identified utilizing Participating University e‐mail suffixes for authentication
* Identify how the system will be able to allow authorized users access to the online booking tool regardless of whether or not the traveler has a .edu e‐mail address and a description of how this will be accomplished
* Identify the proposed methodology to access the online booking tool
* Identify if the system will be able to provide access to users identified by a Participating University through a data transfer if desired by a Participating University
* Explain the capabilities of your system to utilize a University‐provided authentication tool which may vary across the Member Institutions’ campuses
* Identify what information is required to make a reservation
* Identify the fields where the proposed tool will be able to store and remember for returning users
* Provide any additional information related to the log‐on process that may be beneficial to the user

#### QUALITY CONTROL INCLUDING SEARCH FUNCTIONALITY/CATEGORIZATION OF LOWEST‐COST OPTIONS

The IPHEC expects the online booking tool to search and categorize requested reservations by the lowest‐cost options that meet the traveler’s needs. In order to meet this requirement, it is expected that the proposed booking tool have the ability to return search results by lowest‐cost and schedule at a minimum. Respondents should also be able to verify and guarantee the lowest‐ cost reservation for the specific services booked through the system. In the event that an Authorized Traveler selects a fare that is not the lowest cost, this must be identified to a Travel Approver and in reporting to the Participating Universities.

For airline reservations, the search tool should provide the functionality to identify multiple airports within the vicinity of the originally identified departure/arrival city pairs. Travelers should have the option to identify whether multiple airline carrier are to be included in the search or only a single‐provider is to be searched.

For hotel reservations, the online booking tool should allow the traveler to search within a specified geographic region. The proposed cost for the hotel should be provided by night and not averaged over the entire duration of the proposed reservation stay (this is necessary to verify compliance with University policies). The online booking tool should also be able to automatically request the “state rate” for hotel reservations where available.

For car rental reservations, the online booking tool should allow the traveler to search airport and non‐airport locations within a specified geographic region. The proposed cost for the car rental should be provided by the day and not averaged over the entire duration of the proposed reservation (this is necessary to verify compliance with University policies).

It is desirable that the online booking tool allow for the use of IPHEC and University contract pricing from travel providers. For example, the State of Illinois Travel Control Board has negotiated hotel room rates for hotel locations throughout Illinois and Amtrak has set state‐rates. Some Member Institutions also have contracts for hotel room, and corporate car rental discounted rates.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –The default search will return the lowest‐cost reservation for requested travel
* **Acceptance of the mandatory requirement** – The online booking tool has the ability to search multiple departure/arrival airport locations by a defined geographic area
* **Acceptance of the mandatory requirement** – The Member Institutions will have the ability to load contracted pricing into the online booking tool for ease of making reservations through a single point of contact and identification of the process to do this within the proposed system
* **Acceptance of the mandatory requirement** – That selection of a non‐lowest cost fare be identified to the Travel Approver and in subsequent reporting to the Participating University
* Explain the proposed methodology to identify the lowest‐cost reservation for requested travel
* Identify the ability of the proposed booking tool to sort search results by lowest‐cost or schedule at a minimum
* Provide information on any price match guarantees or verifications that the Respondent is proposing to make sure the traveler obtains the lowest‐cost reservation for the services purchased
* Identify whether travelers would have to ability to request air travel reservations from a single provider or multiple providers
* Identify how the proposed booking tool will return search results for hotel reservations based on a defined geographic area
* Identify how the proposed booking tool will return search results for car rental reservations based on a defined geographic area
* Identify if the proposed booking tool allows for the addition of a service (air travel, hotel, car rental) after completion of a previous reservation and the process to make this addition
* Identify how the IPHEC will be able to load university‐specific travel rates into the proposed online booking tool

#### SYSTEM FUNCTIONALITY

* + - 1. System Functionality and Screen Shots

Respondents should describe the booking functionality available with their system. Include screen shots of the booking process demonstrating the welcome screen, search screen, search results screen, airline seat request pages and order confirmation pages.

##### Provide a detailed response and screen shots for the requirements in this section

* + - 1. International Travel Information

Respondent’s proposed booking tool should aid international travelers in determining the travel requirements for the destination country. For example if a passport, visa or vaccination(s) are required, this information should be available to the traveler prior to making the reservation. Respondents must also identify their methodology for booking multiple legs of international travel and how the Respondent proposes to utilize rate desks.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –The proposed online booking tool must include on the site information related to the need for a passport, visa and vaccinations for the countries the traveler is traveling to. This information should be accessible prior to making a reservation
* Identify the ability of a traveler to book multiple legs through the proposed online booking tool
* Describe how the Respondent proposes to utilize Rate Desks to obtain the lowest‐cost fares for international travel and include whether the proposed rate desk is part of the Respondent’s organization or an outside organization
* Identify if your firm utilizes the services of a consolidator for international travel, also identify the consolidators that are utilized and what services may be provided from a consolidator
* Provide screen shots of the functionality requested in this section
* Identify any additional information that the system provides to international travelers pertaining to their destination(s)
	+ - 1. Federally Sponsored International Travel

Some international travel may be made under a federal grant or contract which may be subject to the Fly America Act and/or Open Skies Agreements. In order to meet these requirements, Respondents must be able to provide travelers with the option to book US flagged air carriers (that qualify under the Fly America Act) or air carriers that qualify under the Open Skies Agreements. In the event a US carrier or Open Skies Agreement authorized carrier does not provide service to the desired destination, the IPHEC would prefer Respondents to be able to provide documentation/compliance information to demonstrate an acceptable carrier was not available for the requested destination.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – To be able to book international travel, either through the online booking tool or the call center, with US flagged air carriers for federally sponsored international travel unless an acceptable carrier does not provide service to the required destination as requested by the user
* Describe the process for a traveler to book sponsored travel through the proposed online booking tool (if available) and through the call center
* Identify if the proposed booking tool would also be able to provide international travel for carriers that meet Open Skies Agreements
* Identify if the proposed booking tool would be able to provide documentation/compliance information demonstrating that an acceptable carrier was not available for the requested destination to the traveler
	+ - 1. Group/Team Travel Requirements

Respondents are required to provide travel agents with experience booking group and athletic team travel. Group travel will include domestic and international travel for study abroad, continuing education, conferences and team/sporting events. For team travel, Respondents must be familiar with and abide by the NCAA’s rules and regulations related to athletic travel.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** –The Respondent will provide travel agents for arranging group and team travel (non‐chartered services)
* **Acceptance of the mandatory requirement** –The Respondent acknowledges that team travel will meet applicable NCAA rules and regulations related to athletic travel
* Provide the number of experienced agents who will provide group/team travel assistance to the Member Institutions
* Submit resumes of proposed agents including the number of years of experience these agents have in arranging group/athletic team travel
* Identify the proposed methodology for arranging group/team travel
* Provide a sample itinerary for group/team travel
* Explain if group/team travel can be booked through the online booking tool and the limitations, if any, on the number of individuals who can be booked through the online system at one time
* Provide representatives’ contact information, along with their hours of availability
	+ - 1. Additional Destination Information

Respondents should identify any additional information that is available in the booking tool to aid travelers in their trip. The type of additional information that is anticipated is weather, local events, safety information, etc…

##### Identify what information is available for travelers and provide screen shots of sample information if this functionality is available

* + 1. **ADDITIONAL USER BENEFITS**

Identify any additional benefits that travelers will obtain utilizing the Respondent’s proposed online booking tool. Include in your response if bookings will include any additional travel insurance, emergency assistance, etc.

* 1. **PROPOSED BOOKING TOOL IT REQUIREMENTS**

#### SYSTEM REQUIREMENTS

The IPHEC expects the proposed online booking tool to be accessed by a variety of internet browsers such as Internet Explorer, Firefox, etc… In addition to connecting to the system through a desktop/laptop computer, it is also desirable to connect to the proposed system using mobile devices such as smart phones and tablets.

##### Responses to this requirement must include the following:

* Identify the optimal requirements for accessing the proposed online booking tool
* Identify the desktop/laptop based web browsers and version numbers that will be able to access the proposed online booking tool
* Identify the mobile browsers that will be able to access the proposed online booking tool
* Describe if your online booking tool has a mobile phone/tablet application for accessing the online booking tool and if so identify the operating system this application is for

#### SYSTEM INTERFACES

The IPHEC may have the desire during the term of the award to interface the proposed online booking tool with travel and expense management or financial systems at the Participating Universities. Currently, Member Institutions do not have a single travel and expense management system nor are all financial systems the same. Respondents should indicate what financial systems they have or are currently interfacing with the proposed booking tool. Respondents should also indicate the easiest

methods utilized to interface with a financial system and a general proposal to the amount of time necessary to implement a financial system interface.

##### Responses to this requirement must include the following:

* Description of the abilities of the online booking tool to interface with a wide variety of financial systems and travel and expense management systems
* Identify the easiest methods historically utilized to provide a system interface
* Identify the types of financial systems that your proposed booking tool is currently interfacing with (i.e.: Banner)
* Identify the types of financial systems that your proposed booking tool has historically interfaced with
* Identify the level of spend necessary for a Participating University to request a system interface which would be provided at no cost
* Provide a general overview of the timeline necessary for implementation of a system interface at a Participating University
* Describe what responsibilities the Participating University would be required to meet in order to implement a system interface

#### ACCESSIBILITY REQUIREMENTS

The Americans with Disabilities Act (ADA) and the Illinois Information Technology Accessibility Act requires the proposed online booking tool to be accessible to people with disabilities. The Illinois Department of Human Services has provided standards to meet these requirements on the following web page:

<http://www.dhs.state.il.us/page.aspx?item=32765>

Awarded respondents will be required to provide an accessible online booking tool that meets the requirements identified and will also be required to provide updates and improvements to maintain this compliance.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – To meet ADA and DHS standards identified in this section
* Information on the accessibility proposed to be included in the online booking tool
* A response to whether or not your proposed online booking tool is compatible with screen readers
	1. **PROPOSED BOOKING TOOL SECURITY REQUIREMENTS**

The IPHEC expects the proposed online booking tool to be reliable and secure. The subsections in this section identify the IPHEC’s requirements for the proposed online booking tool. Where required, Respondents should identify their ability to meet the IPHEC’s requirement. If additional information is requested in the subsection, Respondent should provide the requested information.

#### CONFIDENTIALITY OF INFORMATION

Confidentiality of information provided by the Member Institutions is required. Respondent should indicate their process to maintain confidentiality. Respondents should indicate how data transmitted to your system is kept confidential, how the physical servers are kept secured, how data is kept confidential amongst your firm’s employees, and how distribution of a reservation is kept secure.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – To keep all data captured through an award confidential
* Indicate the process utilized to maintain confidentiality of data captured with the proposed online booking tool

#### ENCRYPTION

The IPHEC expects that the proposed online booking tool use state of the art encryption technology to maintain the confidentiality of information contained in the system. Describe your database encryption processes including what data are encrypted and what level of encryption is used.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – To utilize state of the art encryption technology to maintain the confidentiality of information contained in the system
* Describe your database encryption processes as required

#### DATA BREACHES

Respondents should be monitoring the proposed online booking tool to promptly identify potential data breaches. Identify the methods used to protect your proposed system from these types of breaches. In the event that a data breach is identified, Respondent is required to have a contingency plan in effect. Provide an outline your firm’s planned response to a data breach. When it is determined that an individual’s data has been compromised, explain what resolution you will provide to the individual to protect against possible identity theft.

##### Responses to this requirement must include the following:

* Identify the methods used to protect the proposed online booking tool from data breaches
* Describe any contingency plans in effect in the event of a data breach
* Describe what resolution will be provided to individuals involved in a data breach to protect from identify theft

#### DISPOSAL OF ELECTRONIC EQUIPMENT

Describe or provide your policy on how Respondent handles disposal of equipment used in the processing of booking requests to ensure deletion/destruction of confidential information that may be retained on the equipment.

##### Provide a detailed response for the requirements in this section

* + 1. **PASSWORD REQUIREMENTS**

In the event that a Participating University is not using a single authentication system, explain any password requirements for users of your system. Include: the password length and special character requirements; aging limitations; lockout process for incorrectly entered passwords; and, process to unlock a locked out password.

##### Responses to this requirement must include the following:

* Identify password length and special character requirements
* Describe password aging limitations
* Explain the lockout process for incorrectly entered passwords and the process to unlock a locked out password

#### DATA ACCESS

The IPHEC expects all data collected as part of this award be considered confidential. The data collected should only be accessible by individuals within the proposer’s company who have a business need to access the data. Furthermore, the Participating Universities may have HIPPA and FERPA confidentiality requirements that must be agreed to. The IPHEC will not allow Respondents to sell, disclose or otherwise transfer any data without prior written approval unless required by a court order, or federal/state law.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – To maintain compliance with HIPPA and FERPA confidentiality requirements as needed
* **Acceptance of the mandatory requirement** – That respondent will not sell, disclose or otherwise transfer data collected by the proposed system to a third‐party without prior written consent of the IPHEC contract administrator unless required by a court order, or federal/state law
* Identify how the Respondent proposes to limit the ability of access to data to individuals necessary to provide the services identified in this solicitation
	1. **MISCELLANEOUS REQUIREMENTS**

#### MINIMUM ORDERS

Since the demand for specific services can vary considerably, there will be no minimum quantity or minimum order dollar amount on any purchase. Any response that imposes a minimum order quantity or dollar amount will be considered as an "exception" and the response may be subject to rejection without further consideration.

##### Response to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide acknowledgment of the requirements in this Section

#### RESERVATION CHANGES, CANCELLATIONS, REFUNDS

Throughout the term of the award, there will be changes to and cancellations of confirmed and/or ticketed travel. It is understood that certain travel purchases (i.e. airline tickets) may have change, cancellation, or refund policies outside of the Respondent’s contract; however, the IPHEC would like a description of the policies the Respondent has in place regarding reservation changes, cancellations, or refunds. Any costs associated with these actions must be provided in your pricing proposal and not in this section.

##### Responses to this requirement must include the following:

* Identify the reservation changes, cancellation, and refund policies for a multiple reservation order (i.e.: airfare, car rental and hotel reservation)
* Identify the reservation changes, cancellation, and refund policies for air travel
* Identify the reservation changes, cancellation, and refund policies for hotel reservations
* Identify the reservation changes, cancellation, and refund policies for car rental reservations

#### LOCK OUT CAPABILITY

Participating Universities retain the right to limit authorizations for the placement of orders to those individuals or groups of individuals specifically designated. Participating Universities expect to have the capability to lock out the purchase of specific services or group of services either in total or selectively by department. This lock out capability should also permit the

Participating University to prohibit direct on‐line order entry by individuals and/or departments that have not been designated to place such orders.

##### Responses to this requirement must include the following:

* Identify the lock‐out capabilities available to the Participating Universities in the proposed online booking tool
* Describe whether the proposed online booking tool will allow only for ordering of specific services for an individual campus. For example, if employees are only allowed to book flight reservations, can the system recognize this and not allow employees to purchase hotel and/or car rental reservations (or other combinations of services)

#### SUBSTITUTION OF SERVICES

If the Respondent receives an award to provide an online booking tool and related services, the terms regarding alternate (or substitute) services will be as follows: Respondent’s may not provide alternates (or substitutes) unless approved by the traveler and the Participating University if not specifically listed on the Participating University's order (or release). The Respondent may call the traveler and request to provide an alternate (or substitute) service if such alternate or substitute service is: (1) listed in the online travel booking tool at the time of the order or release; (2) the service is for the same or lower cost; and, (3) the service can meet or exceed the requirements of the traveler. Such alternatives or substitution must be made on a case by case basis.

The Respondent shall not solicit the substitution of services which cost more but offer no functional advantage or which are offered solely for the convenience of the Respondent. If the Respondent receives the approval to provide an alternate or substitute service as outlined above, the Respondent cannot make the substitution until receipt of a new order and/or approval showing the new service. Respondent must invoice the approved service alternate (or substitute) at the booking tool’s published pricing or promotional pricing (whichever is lower) in effect at the time of the order.

##### Response to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide acknowledgment of the requirements in this Section

#### PRICING REVIEWS

In order to achieve maximum participation during the course of the agreement, if as a result of review by a Participating University, or by a contracted vendor of a Participating University, the prices are discovered to be higher than current market prices, the Participating University requires and will receive the lower price. This includes pricing compared between the proposed booking tool, a University Representative, and if applicable any system provided to the general public for purchases. Specific pricing information should not be provided in your Technical Proposal response.

##### Respondent should acknowledge it is able to meet this requirement.

* 1. **TRANSPORTATION AND DELIVERY TERMS**

It is not anticipated that there will be a need for delivery of items under this award; however, in the event that there is a need, Respondent will provide on‐campus deliveries and off‐campus deliveries within the continental United States FOB Destination; Freight Prepaid. Title to and risk of loss and damage as to all shipments made under this contract shall remain in and be the responsibility of the awarded Respondent until delivery, acceptance, and signed receipt of the items by the Member Institution.

Off campus deliveries outside of the continental United States should provide the Participating University the opportunity to provide input regarding carrier selection and performance. Shipments shall be sent on a freight collect basis, referencing the account number for the campus, FOB: Destination, Freight Prepaid and Add. If no carrier is specified by the Participating University, then the Respondent must select the most economical method and shipper available. Only actual freight charges (no additional handling charges) incurred by the Respondent, will be paid by the Participating University. The actual freight charges must be prepaid and added to the invoice as a freight charge, and the Respondent must include a copy of the actual freight charges incurred as proof when submitting their invoice for the shipment.

##### The Respondent shall provide a detailed narrative describing how it will meet the requirements identified above.

* 1. **PAYMENTS**

#### METHOD OF PAYMENT

The IPHEC expects the proposed online booking tool to accept electronic payment through a purchasing or travel card (P‐Card or T‐Card), personal charge card, personal debit card, or a single use account. It is required that the proposed system accept a variety of nationally accepted charge or debit cards. Furthermore, Participating Universities should be provided the ability to “lock out” specific series of charge cards to prevent improper use. For example, the University of Illinois may not allow the system to accept a P‐Card for purchase as the purchases should be made with a T‐Card. Under no circumstances will Respondents be allowed to place a surcharge on the use of charge cards for purchases.

The proposed online booking tool should have the ability to accept multiple methods of payments for the various types of services being purchased. For example, when a travel arranger is making air travel, hotel and car rental reservations, the system should allow for the actual traveler’s payment information to be entered for the car rental to meet car rental companies’ rental requirements and reduce liability to the Participating Universities

For group and team travel, the awarded Respondent must be able to accept purchase orders transmitted electronically through e‐mail or fax. Some Participating Universities may also submit purchase orders via hard‐copy through the US Mail. The Participating Universities will have the sole authority to determine how purchase orders will be transmitted. No guarantees of payment are made unless a signed purchase order is completed and as such, Respondents are not guaranteed payment in the event a group/team reservation is made without receipt of a signed purchase order.

##### Responses to this requirement must include the following:

* **Acceptance of the mandatory requirement** – To accept the payment methods identified in this section
* **Acceptance of the mandatory requirement** – To accept faxed or e‐mailed purchase orders
* Identification of the nationally branded charge cards accepted by the online booking tool (i.e. MasterCard, Visa, American Express, Discover, etc…)
* Identify the process to book multiple travel reservations as a travel arranger while allowing the incorporation of the actual traveler’s payment information for aspects of the reservation that are required to be paid for with a charge card in the individual traveler’s name
* Identify if Travel Card numbers and expiration dates can be stored in the user profile for ease of booking (use of this functionality may vary across Member Institutions)

#### INVOICING

In order for travelers to demonstrate compliance with Participating Universities’ policies, invoices for booked travel must provide a breakdown of the services booked. This breakdown includes separating out the cost of travel to/from the destination, per‐night hotel room rates, and per‐day car rental services. Where applicable, invoices must also identify taxes, surcharges and fees included in the rates.

The Participating University, at its discretion, may either withhold payment of the total invoice or make appropriate deductions and "short pay" an invoice in the event that items billed are incorrect or not properly itemized.

The Respondent must periodically review the Participating Universities’ statements to determine if any outstanding invoice amounts should be offset by corresponding credit memos. The Respondent shall consult with the individual Participating University if there is any doubt as to how a particular credit is to be applied.

##### Response to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide acknowledgment of the requirements in this Section
* Provide a sample invoice

#### PAYMENT TERMS

The payment term shall commence upon receipt of booking confirmation or receipt of a correct invoice, whichever is later. Individual travel typically will be paid for utilizing a personal credit card, personal debit card, or University‐issued purchasing or travel (charge) card. For group and team travel, payments will be authorized through the issuance of a purchase order. The payment terms for a purchase order must be for a minimum of 30 days (i.e., NET 30).

##### Response to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide acknowledgment of the requirements in this Section

#### MISCELLANEOUS COSTS

The awarded Respondent shall provide and pay for materials, labor, tools, transportation, handling, systems, licenses and other facilities necessary to provide the services specified in this solicitation.

##### Response to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide acknowledgment of the requirements in this Section
	1. **MILESTONES AND DELIVERABLES**

#### MANAGEMENT AND RELATED REPORTS

The provisions for reporting in this Section are Mandatory Requirements. If a Respondent is not able to provide the reports requested in this Section, their proposal may be considered “not responsive” and will not be evaluated further. In the event

that all respondents to this solicitation are not able to provide one of the reports requested below, the University may discard that specific report as a mandatory requirement.

The awarded Respondent must furnish management and related reports pertinent to purchase activity under the agreement as reasonably requested by the IPHEC or the Participating Universities. In addition to the reports indicated below, the Participating Universities and the IPHEC may require the awarded Respondent to furnish other miscellaneous reports regarding contract activity. If the Respondent can provide other relevant reports not listed in this solicitation, the Respondent should include, with their response, a listing of other reports currently available that might be useful to the Participating Universities or the IPHEC.

##### Response to this requirement must include the following:

* **Acceptance of the mandatory requirement** – Provide acknowledgment of ability to provide each of the reports requested in this Section
* Provide sample reports for each of the reports requested in this section

#### USAGE REPORTS

Awarded Respondent must provide quarterly usage reports within 30 days after each quarter ending date, or as requested by the Contract Administrator. Usage reports should provide information regarding total usage during the last quarter. The Contract Administrator will advise the awarded Respondent as to how such usage information is to be sorted for reporting purposes. At a minimum, the awarded Respondent should be able to sort the usage report by dollar volume, by item, by service provider, by ticket or identification number, by Participating University, by campus, and/or by purchase order number. If the Participating University has separate account designations for each department, the awarded Respondent should also be able to report usage by department.

In addition to the quarterly usage report, the awarded Respondent must provide a report on total usage during the fiscal year (July 1st – through June 30th), or by contracted year, for the IPHEC within 15 days of end of the specified year, or as requested by the Contract Administrator. At a minimum, such annual reports shall include, but are not limited to:

* + - * 1. order number or other transaction reference
				2. reference number for each item purchased
				3. provider’s name
				4. provider’s reference number
				5. aggregate totals of services purchased
1. total price paid
2. grand NET total of all purchases for the reporting period; and,
3. IPHEC spend.

Usage reports must be in Microsoft Excel or Access format and contain all pertinent information as requested by the Contract Administrator.

#### AD HOC REPORTING

Awarded Respondent must be able to provide ad hoc reporting capabilities to Participating Universities. Ad hoc reports should be able to be conducted on an as‐needed basis and be able to be created for individual Participating Universities or individual campuses. Respondents should identify their ability to provide this information and include screen shots of sample reporting tools.

#### SPECIAL VENDOR CATEGORY REPORT (Business Enterprise Program)

The awarded Respondent should provide a quarterly report on the dollar volume of services provided under the award which are purchased by the Respondent from firms which are minority‐owned, women‐owned or owned by persons with disabilities, as defined by the State of Illinois Business Enterprise Program (BEP) found at [http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx.](http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx)

#### OTHER REPORTING

Other reports may be asked for by the IPHEC or the Participating Universities and shall be complied based on the needs of each university campus. Such reports may include: sustainability reports; business “scorecards”; new product reports; discontinued product reports; or, price history reports.

#### ANNUAL BUSINESS REVIEWS

The awarded Respondent shall attend a mandatory annual business review, in person, by video conferencing, or agreed upon venue. Other business reviews may be necessary during the year, if a Participating University requires or requests. Meetings

will be scheduled at a mutually agreed upon time. The purpose of the meeting(s) will be to review agreement activity and other pertinent issues arising during the year and to address business strategies and activities planned for the subsequent agreement year. As part of such meetings, activity reports will be distributed for Participating Universities’ campuses demonstrating campus participation.

In addition to the annual business review, the Contract Administrator may request that the awarded Respondent conduct a campus‐specific business review during the agreement year. Campus business reviews may be held at the individual campus requesting the review in person, by video conference, or agreed upon venue. The awarded Respondent will be responsible for its expenses to attend all meetings**.**

##### The Respondent shall provide a detailed narrative describing how it will meet the requirements identified above.

* + 1. **AUDITING**

The awarded Respondent shall understand and agree that the Participating Universities may audit net prices for compliance with the agreement. Agreement prices will be compared with current manufacturers’ suggested retail price listings, market prices available from competitors and changes in the Producer Price Indices listed in Section 2. Audits may be performed periodically throughout the agreement period. Additionally, Respondents should note that all applicable State of Illinois auditing requirements apply to the terms of awarded contracts.

##### The Respondent shall provide a detailed narrative describing how it will meet the requirements identified above.

* 1. **SUBCONTRACTING**
		1. Subcontracting is allowed. For the purposes of this section, subcontractors are those specifically hired to perform a part of the work covered by the contract. If subcontractors are to be utilized, Vendor must identify subcontractors with an annual value of more than $50,000 and the expected amount of money each will received under the contract in Attachment DD.

More than one Vendor may wish to form a joint venture, partnership or otherwise collaborate to provide a single response to this solicitation. Such responses will be given consideration for award, provided such collaborative arrangements are transparent to the IPHEC in the conduct of business under an award.

If a collaborative response is awarded, the IPHEC must be able to interface with a single Vendor for the award period. The single Vendor must reply to the solicitation with one Federal Employer Identification Number (FEIN), and offer the collaborative catalog through the iBuy system. Participating Universities must be able to place a single purchase order and issue payments to a single vendor’s account. There must be a single Vendor interface and contact regarding order status, reporting, requested business meetings and issues regarding the IPHEC award.

Multiple responses, or responses that require the IPHEC to place orders to multiple vendors or vendor locations, or issue payments against an order or release to multiple FEIN numbers, will not be considered.

* + 1. For an award under this solicitation there is no maximum percentage of work that is allowed to be subcontracted.
		2. The Vendor shall notify the Contract Administrator of any additional or substitute subcontractors hired during the term of this award and the amount to be paid to each.
	1. **WHERE SERVICES ARE TO BE PERFORMED**
		1. In accordance with Section 25‐65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this contract shall be performed, including any subcontracts, and the known or anticipated value of the services to be performed at each location.
		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 IPHEC.
		3. Location where services will be performed:

Value of services performed at this location if location is not specified in this Section:

* 1. **TERM**

1.13.1. The initial term shall commence upon the IPHEC’s acceptance of the Respondent’s acknowledgment of award which is estimated to be on or around July 1, 2014. The term shall extend for approximately four (4) years (depending upon the start date) and end June 30, 2018.

* + 1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.
		2. Awarded Respondent shall not commence billable work in furtherance of the IPHEC award before the IPHEC award is signed by all parties.
	1. **RENEWAL**
		1. An award may be renewed under the same terms and conditions as the original award. The IPHEC reserves the right to renew for a total of three‐years (July 1, 2018 through June 30, 2021).
		2. Any renewal is subject to the same terms and conditions as the original award.
		3. The IPHEC may renew this contract for any or all of the 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 IPHEC.
		4. The contract may neither renew automatically nor renew solely at the Vendor’s option.
	2. **DISPUTES**

In case of any doubt or difference of opinion as to the conditions of this solicitation, or the items and service to be furnished hereunder, the decision of the Director of the IPHEC shall be final and binding upon both parties.

* 1. **TERMINATION FOR CAUSE**
		1. The IPHEC or a Participating University may terminate this contract or their participation in this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the IPHEC or the Participating 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, or (b) the Vendor has notified the Contract Administrator that it is unable or unwilling to perform the contract.
		2. If Vendor fails to perform to the IPHEC’s or the Participating University’s satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the IPHEC or the Participating University determines that the Vendor lacks the financial resources to perform the contract. The IPHEC or the Participating 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 IPHEC or the Participating University may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
		3. For termination due to any of the causes contained in this section, the IPHEC and the Participating Universities retain their right to seek any available legal or equitable remedies and damages.
	2. **TERMINATION FOR CONVENIENCE**

The IPHEC or a Participating University may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract or their participation in this 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 services provided in compliance with this contract up to and including the date of termination.

* 1. **RIGHT OF INSPECTION**

The IPHEC reserves the right to inspect and thoroughly investigate the establishment, facilities, equipment, business reputation, and other qualifications of the awarded Respondent, and any of the awarded Respondent’s subcontractors, throughout the life of the IPHEC award.

* 1. **INDEPENDENT CONTRACTOR**

The awarded Respondent will independently perform all services specified in the IPHEC award, except as provided herein. The awarded Respondent shall have sole control over the manner and means of providing the work and services performed under the award, including the selection and use of any subcontractors used in the performance of the required services. The IPHEC’s relationship to the awarded Respondent, under this award, shall be that of an independent contractor. The awarded Respondent will not be considered an agent or employee of the IPHEC, any Participating University or any community college under this IPHEC award, and subsequent Participating University contract. The awarded Respondent will not hire University employees to perform any portion of the work or services provided, including clerical, secretarial, and similar services, except with the prior approval of the IPHEC.

#### Include Section 1 and all attachments (EXCEPT Appendix III) in Packet 1

### SECTION 2 – PRICING

* 1. **FORMAT OF PRICING**

Respondent’s pricing proposal should explicitly state all costs associated with your proposal as requested. Your pricing proposal should consist of responses to requirements in Section 2. Respondent’s pricing proposal should be submitted as one original; one copy; and one electronic copy. The electronic copy should consist of the responses to Section 2 in Adobe PDF or Microsoft Word DOC format. Your pricing proposal should be sealed separately from your technical proposal and labeled as previously requested.

Vendor shall submit pricing in the format requested, based on the terms and conditions set forth in this Request for Proposal. Vendor’s price offer (including any information obtained through a best and final offer) shall serve as the basis for compensation in the event of an award. Failure to submit pricing as shown in this section may render Respondent’s offer non‐responsive and ineligible for award.

* 1. **SERVICES PRICING**

The IPHEC is requesting pricing for the services identified in the table provided in this section. Respondents should provide a single dollar amount in each of the fields requested and indicate “N/A” if a service is not available/applicable. If a service Respondent is able to provide is not identified in the table provided below, Respondent may add additional fields clearly describing the additional service(s).

|  |  |  |
| --- | --- | --- |
|  | **For Services Booked through the Proposed Online Booking Tool** | **For Services Booked through Call Center/Travel Agent Assisted** |
| **Service Requested** | Individual | Group | Individual | Group |
| Issue a domestic airline ticket | $ | $ | $ | $ |
| Issue an international airline ticket | $ | $ | $ | $ |
| Issue rail ticket | $ | $ | $ | $ |
| Make a domestic hotel reservation | $ | $ | $ | $ |
| Make an international hotel reservation | $ | $ | $ | $ |
| Make a domestic car rental reservation | $ | $ | $ | $ |
| Make an international car rental reservation | $ | $ | $ | $ |
| Make a domestic ground transportation reservation | $ | $ | $ | $ |
| Make an international ground transportation reservation | $ | $ | $ | $ |
| Void an airline ticket | $ | $ | $ | $ |
| Cancel an airline reservation | $ | $ | $ | $ |
| Refund an airline ticket | $ | $ | $ | $ |

|  |  |  |
| --- | --- | --- |
|  | **For Services Booked through the Proposed Online Booking Tool** | **For Services Booked through Call Center/Travel Agent Assisted** |
| **Service Requested** | Individual | Group | Individual | Group |
| Reissue a domestic airline ticket | $ | $ | $ | $ |
| Reissue an international airline ticket | $ | $ | $ | $ |
| Exchange an airline ticket | $ | $ | $ | $ |
| Ticket upgraded or mileage certificate processed | $ | $ | $ | $ |

2.2.1 GROUP TRAVEL

If providing separate pricing in the table above for group travel, Respondents must indicate the number of travelers traveling to meet the “group” designation.

 Travelers is the number of travelers necessary to meet the “group” designation.

*(insert number)*

* 1. **NEW SERVICES**

Member Institutions expect access to a wide variety of travel related services. It is the intent of this solicitation to have access to new services, announced by the provider(s) that would be covered under the scope of this solicitation. The Respondent should notify the Contract Administrator of new services that become available during the term of the award prior to offering them to end‐ users.

The Contract Administrator must approve any new services prior to being included on the award. The Contract Administrator may request additional justification data in order to complete a price analysis and confirm category and other discounts as agreed to in the signed contract. Once the data has been received, to the satisfaction of the Contract Administrator, the Contract Administrator will have 30 days to approve or reject the new items based off the IPHEC’s policy and procedures. All new products must be approved prior to adding them to iBuy or other e‐procurement system.

* 1. **PRICE ADJUSTMENTS**
		1. INITIAL TERM

The IPHEC expects Respondents to hold their proposed pricing firm during the initial term of the contract unless Awarded Respondent is proposing a decrease in pricing.

* + 1. RENEWAL TERM

The IPHEC will review requested pricing adjustments at the renewal term. Awarded Respondent must submit pricing adjustment requests within sixty (60) days from the end date of the initial term. Pricing adjustment requests will be reviewed in comparison with the Producer Price Index.

No price adjustment will be approved that is greater than the corresponding time‐period change in the Purchase Price Index (PPI), based on the time period prior to the date of the price adjustment request, except in special and documented instances. The IPHEC will be tracking **the PPI Series Id: PCU561510561510; Industry Travel agencies.** The PPI will be tracked in order to show a fair and equitable adjustment, if it is so warranted, based on hard data and purchase history. PPI data can be accessed through the Bureau of Labor Statistic’s web page located at:

<http://www.bls.gov/ppi/data.htm>

Respondents should note that price adjustments are not guaranteed and the IPHEC retains the right to verify price movement against various market analytics including the Producer’s Price Index (PPI). These price adjustment requests are limited to the renewal term, and must include documented justification to be at, or lower, than the PPI listed below.

* 1. **PROMOTIONAL PRICING**

At the time a reservation is made, if there is promotional pricing that is lower than the pricing offered by the Awarded Respondent, the Awarded Respondent will be required to extend this promotional pricing to the Participating Universities. Participating Universities reserve the right to audit the receipt of promotional pricing and awarded Respondent will be responsible for credits for items purchased not at promotional pricing.

#### Failure to continually meet this requirement may result in termination of the contract based on cause.

* 1. **MORE FAVORABLE TERMS**

The awarded Respondent agrees that in all instances, the Participating Universities will receive the Respondent’s best prices and that no customer, group, alliance or consortium shall receive better pricing than the Participating Universities under similar terms (excluding volume) after accounting for the various discount structures and/or services unique to the IPHEC. The net price must be equivalent and the awarded Respondent must substantiate the costs of the similar terms and approval will be subject to review by the IPHEC. The IPHEC will not be subject to the terms or conditions of any other consortia or government contracts.

* 1. **INVOICE ERRORS**

The Participating Universities expect the correct awarded pricing, including any and all applicable discounts, will be entered into the awarded Respondent's electronic catalog and match with their internal billing system, subsequent to notification of award. During the first month after commencement of the contract, invoices received that contain erroneous billing amounts will be corrected and paid at the correct amount. During the second to sixth month after commencement of the contract, invoices received that contain erroneous billing amounts will be returned to the awarded Respondent for correction. After the sixth month following the commencement of the contract, invoices received that contain erroneous billing amounts will be returned to the awarded Respondent for correction and one percent (1%) of the amount of billing error, or one dollar ($1.00), whichever is more, will be deducted from the invoice prior to payment to cover the additional handling costs for such invoice. Repeated invoicing errors may be considered cause for termination of the contract.

Payments of invoice errors will be made to the individual purchase orders where the errors occurred. Respondents will not be allowed to provide a single payment for all errors for a specific item.

* 1. **PARTICIPATION DISCOUNT**

The IPHEC will be promoting this award with our supplier for online travel booking services. The IPHEC desires a discount to encourage maximum participation in the awarded contracts. A reasonable participation discount may be provided after the third year of the contract and the remaining subsequent years of the contract and renewal periods for achieving increased growth in net spend from the all Participating Universities and contracting participants (Appendix II) from the preceding year. The IPHEC would like an additional discount off of the proposed fees only (not the cost of the type of travel book), each year after the third year of the contract, tied to a 15% (fifteen percent) increase in net spend. The volume discounts are cumulative and we will continue to receive any achieved discounts for the remaining years of the award/renewal. Providing participation discounts and the amount of the participation discount will be evaluated and scored in your pricing evaluation. Discounts proposed for the entire term of the award are dependent upon a renewal.

* + 1. 3rd YEAR DISCOUNT

If the Participating Universities’ and cooperative contracting participants’ (see Appendix II) total net purchase volume increases by 15% from the first 12 month period of the award, to the second 12 month period of the award, the Respondent will extend

an additional % discount to the Participating Universities and cooperative contracting participants (Appendix II) on all purchases incurred during the third 12 month period of the award.

 We can and will provide this additional service discount.

 We cannot or will not provide this additional service discount.

* + 1. 4th YEAR DISCOUNT

If the Participating Universities’ and cooperative contracting participants’ (see Appendix II) total net purchase volume increases by 15% from the first 12 month period of the award, to the second 12 month period of the award, the Respondent will extend

an additional % discount to the Participating Universities and cooperative contracting participants (Appendix II) on all purchases incurred during the third 12 month period of the award.

 We can and will provide this additional service discount.

 We cannot or will not provide this additional service discount.

* + 1. 5th YEAR DISCOUNT

If the Participating Universities’ and cooperative contracting participants’ (see Appendix II) total net purchase volume increases by 15% from the first 12 month period of the award, to the second 12 month period of the award, the Respondent will extend

an additional % discount to the Participating Universities and cooperative contracting participants (Appendix II) on all purchases incurred during the third 12 month period of the award.

 We can and will provide this additional service discount.

 We cannot or will not provide this additional service discount.

* + 1. 6th YEAR DISCOUNT

If the Participating Universities’ and cooperative contracting participants’ (see Appendix II) total net purchase volume increases by 15% from the first 12 month period of the award, to the second 12 month period of the award, the Respondent will extend

an additional % discount to the Participating Universities and cooperative contracting participants (Appendix II) on all purchases incurred during the third 12 month period of the award.

 We can and will provide this additional service discount.

 We cannot or will not provide this additional service discount.

* + 1. 7th YEAR DISCOUNT

If the Participating Universities’ and cooperative contracting participants’ (see Appendix II) total net purchase volume increases by 15% from the first 12 month period of the award, to the second 12 month period of the award, the Respondent will extend

an additional % discount to the Participating Universities and cooperative contracting participants (Appendix II) on all purchases incurred during the third 12 month period of the award.

 We can and will provide this additional service discount.

 We cannot or will not provide this additional service discount.

* 1. **TYPE OF PRICING**

This Contract(s) awarded under this solicitation will be for an indefinite quantity. Final costs will be determined by the Member Institutions’ use of the Contract and Participating Universities’ needs.

* 1. **EXPENSES ALLOWED**

Expenses ☒ are not allowed ☐ are allowed as follows: Not Allowed

* 1. **TAXES**

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

* 1. **RENEWAL OPTIONS**

The Respondent grants, at the sole option of the IPHEC, the option to renew. The option to renew period will be at the same stated terms, conditions, payment and/or ordering discounts, and/or "promotional/special" pricing (whichever is lower), contingent upon continuing need, availability of funds and favorable markets, discounts, mark‐ups, and prices.

Vendor Name and d/b/a:

Signature of Party Authorized to Bind the Named Vendor:

Printed Name/Title:

Address:

Phone: Fax:

E‐mail: Cell Phone:

#### Include Section 2 in Packet 2

### ATTACHMENT AA – ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

1. If Vendor employed fifteen or more full‐time employees at any time during the 365‐day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the offer due date and time (775 ILCS 5/2‐101). **If the University cannot confirm compliance, it will not be able to consider a Vendor’s offer. Please complete the appropriate sections below**:

Name of Company (and DBA): .

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

1. IDHR Public Contracts Number:

Expiration Date: . (Valid numbers begin with 900000‐00‐0.)

1. If a valid number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
2. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility (44 Ill. Admin. Code 750.210(a)).
3. Vendor may obtain an application form by:

Telephone: Call the IDHR Public Contracts Unit at (312) 814‐2431 between Monday and Friday, 8:30 AM ‐ 5:00 PM, Local Time. (TDD (312) 263‐1579).

Internet: You may download the form from the Department of Human Rights’ website at: ([http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx).](http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx%29)

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10‐100, Chicago, IL 60601.

RFP 1DGS1403 39

Attachment AA – Department of Human Rights Public Contract Number V.12.2

### ATTACHMENT BB – STANDARD TERMS AND CONDITIONS

1. **RESULTING IPHEC AWARD/PARTICIPATING UNIVERSITY CONTRACT**: The Proposal material, submitted in response to this solicitation, became the property of the IPHEC upon receipt and may be appended to the resulting IPHEC award and Participating University’s contract with the awarded Respondent. In the event of any conflict, inconsistency or dispute, the resulting IPHEC award, along with the Participating University’s signed contract language, shall take precedence over the Respondent’s Proposal. The resulting IPHEC award, the solicitation, and the Respondent’s Proposal shall be relevant when the resulting Participating University’s contract language is unclear.

#### PAYMENT TERMS AND CONDITIONS:

* 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 III. 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 and effect.
	2. **MINORITY CONTRACTOR INITIATIVE:** If applicable to the Participating University, 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 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more may be required to pay a fee of $15. If payment is required, the State Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
	3. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
	4. **PREVAILING WAGE:** Certain services require vendors to pay prevailing wage rates. As a condition of receiving payment Vendor must (i) be in compliance with the contract; (ii) pay its employees prevailing wages in the locality in which the work is to be performed; (iii) pay its suppliers and subcontractors according to the terms of their respective contracts; and (iv) provide lien waivers to the University upon request. The prevailing rates of wages are revised by the Department of Labor and are available on the Department's official website (<http://www.illinois.gov/idol/Laws>‐Rules/CONMED/Pages/prevailing‐wage‐rates.aspx). Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. See Attachment CC for Supplemental Provisions.
	5. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in an amendment to this contract.
	6. **INVOICING:** 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 for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the University as provided in the resulting contract. Invoices may be subject to statutory offset. 30 ILCS 210.
		1. Vendor shall not bill for any taxes unless accompanied by proof that the university is subject to the tax. If necessary, Vendor may request the university’s Illinois tax exemption number and federal tax exemption information.
		2. Vendor shall invoice, as provided in the resulting contract, 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.

Send invoices to: The address indicated on the Participating University’s purchase order.

1. **ASSIGNMENT AND SUBCONTRACTING:** This award may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the IPHEC. Vendor must receive prior written approval before use of any subcontractors in the

RFP 1DGS1403 40

Attachment BB – Standard Terms & Conditions V.12.2

performance of this contract. 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, in an attachment, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this 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 this award. Vendor shall notify the IPHEC of any additional or substitute subcontractors hired during the term of this award. All subcontracts must include the same certifications that Vendor must make as a condition of this award. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the IPHEC. If at any time during the term of the award, and subsequent Participating University contracts, Vendor adds or changes any subcontractors, Vendor must promptly notify the IPHEC, by written amendment to the award, of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Award.

1. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 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 procuring 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.
2. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the IPHEC.
3. **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.
4. **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, labor disputes, 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.
5. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract 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 this contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this 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 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.
6. **FREEDOM OF INFORMATION ACT:** This IPHEC award, and Participating University’s contract and all related public records maintained by, provided to, or required to be provided to the IPHEC and Participating Universities, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
7. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or 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 IPHEC and/or the Participating University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the IPHEC and/or the Participating Universities, 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 IPHEC and/or the Participating University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
8. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the IPHEC and the Participating Universities, their 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.
9. **INSURANCE:** Should labor, installation, or set‐up on any Participating University premises be required as part of any service provided under the terms of this solicitation, the attached Labor, Insurance, and Indemnity clauses shall apply to the resulting award. It will be the Vendor’s responsibility to supply the necessary Certificate of Insurance within fifteen (15) days for review and necessary approval on file before commencing any such labor, installation, or set‐up. The Certificate of Insurance may be for a term of one year and a renewal certificate will be submitted for each subsequent year of the contract period.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of the IPHEC or the Participating University. All payments by the Participating Universities shall be made on the basis of Vendor being an independent contractor of the Participating Universities.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the Participating Universities during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Participating University’s President if Vendor solicits or intends to solicit the Participating University employees to perform any work under this IPHEC award, and subsequent Participating University’s contract.
12. **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 license and permit requirements in the performance of this IPHEC award and Participating University’s 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 this award.
13. **BACKGROUND CHECK:** Whenever the IPHEC deems it reasonably necessary for security reasons, the IPHEC may conduct, at its expense, 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 IPHEC, does not pass the background checks.
14. **APPLICABLE LAW:** This IPHEC award, and all Participating University’s contracts resulting from this award, 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 Participating University arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The IPHEC, or its Member Institutions, shall not enter into binding arbitration to resolve any contract dispute. The IPHEC

and Participating Universities does/do not waive sovereign immunity by entering into this award. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp).](http://www.ilga.gov/legislation/ilcs/ilcs.asp%29)

1. **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 IPHEC award, and Participating University’s contract, then upon request of the Illinois Attorney General, Vendor shall assign to the IPHEC and to the Participating University rights, title and interest in and to the claim or cause of action.
2. **CONTRACTUAL AUTHORITY:** The Participating University that signs the resulting contract shall each be responsible for performance and payment under their individual contract, resulting from the IPHEC award. If a Chief Procurement Officer or authorized designee signs in addition to a Participant University representative, or otherwise approves, he/she does so as approving officer and shall have no liability to Vendor.
3. **NOTICES:** : Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e‐mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the contact indicated below. 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.

Notices shall be sent to: Kayci Bohlen

University Sourcing University of Illinois Illini Plaza, Suite 202 1817 South Neil Street

Champaign, Illinois 61820

1. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions 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. In the event of a conflict between the Participating University’s and the Vendor’s terms, conditions and attachments, the Participating University’s terms, conditions and attachments shall prevail.
2. **PERFORMANCE RECORD/SUSPENSION:** Upon request of the IPHEC, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The IPHEC may consider Vendor’s performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the IPHEC and/or Member Institutions for a specified period of time, or to determine whether Vendor can be considered responsible on specific future IPHEC awards and/or Member Institutions’ contract opportunities.
3. **SCHEDULE OF WORK:** Any work performed on any Participating University’s premises shall be done during the hours designated by that specific university and performed in a manner that does not interfere with the Participating University, its personnel, or related operations.

#### WARRANTIES FOR SUPPLIES AND SERVICES

* 1. Vendor warrants that the services that are furnished under this award will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the Participating University; or furnished by the Vendor and agreed to by the Participating 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. Vendor agrees to reimburse the Participating University for any losses, costs, damages or expenses, including without limitation, reasonable attorney’s fees and expenses arising from failure of the supplies to meet such warranties.
	2. Vendor shall insure that all manufacturers’ warranties are transferred to the Participating University and shall provide a copy of the warranty if requested. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the Participating University’s payment, acceptance, inspection, or failure to inspect the supplies.
	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 IPHEC award, the Participating University’s contract or policies.

#### REPORTING, STATUS AND MONITORING SPECIFICATIONS:

* 1. Vendor shall immediately notify the Contract Administrator of any event that may have a material impact on Vendor’s ability to perform the award or Participant Universities’ contract.
	2. By August 31 of each year, awarded Respondent shall report to the IPHEC the number of qualified veterans and certain ex‐offenders hired during awarded Respondent’s last completed fiscal year. Awarded Respondent may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

### ATTACHMENT CC – SUPPLEMENTAL PROVISIONS

#### University Supplemental Provisions:

* + University Definitions
	+ Required Federal Clauses, Certifications and Assurances
	+ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
	+ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
	+ Prevailing Wage (for example: janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25‐60. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217‐782‐6206 or (<http://www.illinois.gov/idol/Laws>‐ Rules/CONMED/Pages/prevailing‐wage‐rates.aspx).

☒ Member Institution Contract Templates

The published Bulletin notice includes an attachment which has each Member Institutions’ contract template if applicable. Respondent is required to review the contract templates prior to submission of your proposal. If Respondent takes exceptions to any provision or provisions in the contract templates, these exceptions must be included in Attachment II at the time of submission of your proposal. Participating Universities will not entertain exceptions taken after the offer due date/time. Respondents will not be allowed to take exception to the terms and conditions listed in these contract templates after notice of an award.

* + Other (describe)

#### Vendor Supplemental Provisions

Vendor Supplemental Provisions (This is supplemental information that supports a vendor’s proposal or, for example, a vendor’s licensing agreement). This does not include exceptions to the IPHEC’s specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed on Attachment II).

### ATTACHMENT DD ‐ SUBCONTRACTORS

1. Will subcontractors be utilized? ☐ Yes ☐ No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with an annual value of $50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name:

Business Enterprise Program (BEP) Certification # (if applicable):

Anticipated/Estimated Dollar Amount or Percentage of Total Contract to Be Paid:

Address:

Description of work:

Subcontractor Name:

Business Enterprise Program (BEP) Certification # (if applicable):

Anticipated/Estimated Dollar Amount or Percentage of Total Contract to Be Paid:

Address:

Description of work:

1. All subcontracts with an annual value of $50,000 or more must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

### ATTACHMENT EE – STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non‐compliance.

This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
	1. the contract may be void by operation of law,
	2. the Chief Procurement Officer may void the contract, and
	3. the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

1. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
3. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20‐43.
4. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25‐80.
5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50‐5.
6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50‐10.
7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes‐Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50‐10.5.
8. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the State by reviewing, drafting, directing or preparing solicitation or similar documents for the State. 30 ILCS 500/50‐10.5e.
9. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50‐11, 50‐60.
10. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50‐12.
11. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50‐14.
12. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50‐25.
13. Vendor certifies it is not in violation of the “Revolving Door” provision of the Illinois Procurement Code. 30 ILCS 500/50‐30.
14. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50‐38.
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti‐competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50‐40, 50‐45, 50‐50.
16. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.
17. Drug Free Workplace
	1. If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
	2. If Vendor is an individual and this contract is worth more than $5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.
18. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
19. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E‐3, E‐4.
20. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2‐105.
21. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
22. Vendor certifies that no foreign‐made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
23. Vendor certifies that no foreign‐made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
24. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
25. **This applies to information technology contracts and is otherwise not applicable.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa)](http://www.dhs.state.il.us/iitaa%29) 30 ILCS 587.
26. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9‐35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20‐160 and 50‐37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20‐160 of the Illinois Procurement Code, Vendor certifies as applicable:

* Vendor is not required to register as a business entity with the State Board of Elections. or
* Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of

Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

1. 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.
* 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:
1. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.
2. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration’s (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non‐procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General’s (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury’s (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor’s employees and agents. See the following websites: https://[www.sam.gov](http://www.sam.gov/) and [http://www.state.il.us/agency/oig/search.asp.](http://www.state.il.us/agency/oig/search.asp) University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
3. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109‐171 ‐ Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
4. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20‐43. If you do not meet these criteria, then your bid or Offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

1. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20‐43 of the Procurement Code.
2. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Vendor to provide evidence of compliance before award.
3. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non‐responsive or not responsible and may disqualify the Vendor.
4. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non‐responsive or not responsible and may disqualify the Vendor.
5. Vendor certifies that, for the duration of this contract it will:
6. post its employment vacancies in Illinois and border states on the Department of Employment Security’s IllinoisJobLink.com website or its successor system; or
7. will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
8. is exempt from 20 ILCS 1005/1005‐47 because the contract is for construction‐related services as that term is defined in section 1‐15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005‐47)

### ATTACHMENT FF – FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for:

* Vendor
* Vendor’s Parent Entity(ies) (100% ownership)
* Subcontractor(s) >$50,000
* Subcontractor’s Parent Entity(ies) > $50,000

|  |  |
| --- | --- |
| Project Name and Reference # |  |
| Vendor Name |  |
| Doing Business As (DBA) |  |
| Parent Entity |  |
| Subcontractor |  |
| Instrument of | Ownership | or | Choose an Item |
| Beneficial Interest |  |  | ☐**Sole Proprietorship** |
|  |  |  | ☐**Corporate Stock** (C‐Corporation; S‐Corporation; Professional Corporation; Service |
|  |  |  | Corporation) |
|  |  |  | ☐**Limited Liability Company Membership Agreement** (Series LLC; Low‐Profit Limited |
|  |  |  | Liability Company |
|  |  |  | ☐**Partnership Agreement** (General Partnership; Limited Partnership; Limited Liability |
|  |  |  | Partnership; Limited Liability Limited Partnership) |
|  |  |  | ☐**Not for Profit Corporation** |
|  |  |  | ☐**Trust Agreement** (Beneficiary) |
|  |  |  | ☐**Other** |
|  |  |  | If you selected Other, please describe: |

### STEP 1

**SUPPORTING DOCUMENTATION SUBMITTAL**

(All vendors complete regardless of annual bid, offer, or contract value) (Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

* + Option 1 – Publicly Traded Entities
	1. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

* 1. ☐ I will attach a copy of the Federal 10‐K, and I will skip to Step 3.
	+ Option 2 – Privately Held Entities with more than 200 Shareholders
	1. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

* 1. ☐ I will complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10‐K reporting companies are required to report under 17 CFR 229.401.
	+ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

* + Option 4 – Foreign Entities
	1. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

* 1. ☐ I will attach a copy of the Securities Exchange Commission Form 20‐F or 40‐F, and I will skip to Step 3.
	+ Option 5 – Not‐for‐Profit Entities
		- I will complete Step 2, Option B.
	+ Option 6 – Sole Proprietorships
		- I will skip to Step 3.

### STEP 2

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value) (Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete either Option A (for all entities other than not‐for‐profits) or Option B (for not‐for‐profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4A. in Step 1, provide the name and address of each individual and entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

* + Check here if including an attachment with requested information in a format substantially similar to the format below.

|  |
| --- |
| TABLE ‐ X |
| Name | Address | % of Ownership | $ Value of Ownership |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

* + Check here if including an attachment with requested information in a format substantially similar to the format below.

|  |
| --- |
| TABLE ‐ Y |
| Name | Address | % of Distributive Income | $ Value of Distributive Income |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

* + - Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than

$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☐ Yes ☐ No

#### OPTION B – Disclosure of Board of Directors (Not‐for‐Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

|  |  |
| --- | --- |
| Name | Address |
|  |  |
|  |  |
|  |  |

### STEP 3

**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over $25,000) (Subcontractors with subcontract annual value of more than $50,000 must complete)

* + Yes ☐ No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

|  |  |  |
| --- | --- | --- |
| Name | Address | Relationship to Disclosing Entity |
|  |  |  |

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State/University contract:

### STEP 4

**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value) (Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly?
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?
5. If you answered yes to any question in 1‐4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor’s total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?
6. If you answered yes to any question in 1‐4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor’s distributable income or an amount of distributable income in excess of two times the salary of the Governor?
	* Yes ☐ No
	* Yes ☐ No
	* Yes ☐ No
	* Yes ☐ No
	* Yes ☐ No
	* Yes ☐ No

### STEP 5

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

(Complete only if bid, offer, or contract has an annual value over $25,000) (Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

* 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?
	+ Yes ☐ No
	1. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?
	+ Yes ☐ No
	1. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?
	+ Yes ☐ No
	1. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?
	+ Yes ☐ No
	1. Do you hold or have you held in the previous 3 years 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?
	+ Yes ☐ No
	1. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?
	+ Yes ☐ No
	1. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?
	+ Yes ☐ No
	1. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?
	+ Yes ☐ No
	1. Do you currently have or in the previous 3 years had compensated employment by any registered election or re‐election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?
	+ Yes ☐ No
	1. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee 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

### STEP 6

**EXPLANATION OF AFFIRMATIVE RESPONSES**

(All vendors must complete regardless of annual bid, offer, or contract value) (Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

### STEP 7

**POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over $25,000) (Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed through Step 2 and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided:

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?
	* Yes ☐ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☐ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☐ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?
	* Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☐ No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

**STEP 8**

**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over $25,000) (Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? ☐ Yes ☐ No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Agency/University | Project Title | Status | Value | Contract Reference/P.O./ Bulletin # |
|  |  |  |  |  |

Please explain the procurement relationship:

**STEP 9**

**SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value) (Subcontractors with subcontract annual value of more than $50,000 must complete)

This disclosure is signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50‐13 and 50‐35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity:

Signature: Date:

Printed Name:

Title:

Phone Number:

Email Address:

### ATTACHMENT GG – BUSINESS INFORMATION

* 1. Name of Business (official name and DBA)
	2. Business Headquarters (address, phone and fax)
	3. If a Division or Subsidiary of another organization provide the name and address of the parent
	4. Billing Address
	5. Name of Chief Executive Officer
	6. Vendor Contact (name, title, address, phone, toll‐free number, fax, and e‐mail)
	7. Company Web Site Address
	8. Type of Organization (sole proprietor, corporation, etc.‐‐should be same as on Taxpayer ID form below
	9. Length of time in business
	10. Annual Sales for Vendor’s most recently completed fiscal year
	11. Show number of full‐time employees, on average, during the most recent fiscal year
	12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If “Yes,” please check the category that applies:

Minority (30 ILCS 575/2(A)(1) & (3)) ☐ Yes

Female (30 ILCS 575/2(A)(2) & (4)) ☐ Yes Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) ☐ Yes Disadvantaged (49 CFR, Part 23 and/or 49 CFR, Part 26) ☐ Yes Veteran (30 ILCS 500/45‐57) ☐ Yes

Small Business (30 ILCS 500/45‐45) ☐ Yes

RFP 1DGS1403 58

Attachment GG – Business Information V.12.2

### ATTACHMENT HH ‐ REFERENCES

Provide references, from comparable educational institutions (that are not one of the Member Institutions) that can attest to Respondent’s experience and ability to perform the IPHEC award, for the supplies/services requested in this solicitation.

If the Respondent cannot provide references from other educational institutions (excluding Member Institutions) comparable state or federal government agency references may be provided. If the Respondent cannot give references from other educational institutions, or government agencies, then you may provide a reference from a comparable sized corporation. Any references that the IPHEC determines are not comparable, will not be evaluated.

Respondent should complete the reference information requested in the spaces provided. By providing of this requested information, the Respondent authorizes the IPHEC to make any necessary contact, written or oral, with the references provided in order to obtain additional information regarding the Respondent’s experience and capability to provide the supplies/services requested in this solicitation. Respondent’s prior experience and performance will be considered in the evaluation of responses received. Failure to provide the reference information as requested will be considered in the evaluation of responses and will impact the number of points awarded or not award.

Please contact your references prior to listing them, and ask for permission to use their name as a reference, while verifying the contact name and correct email address and phone number. The IPHEC will not be responsible for finding references if the wrong phone number is listed, the contact is no longer employed there, or if the email address is incorrect.

The IPHEC is requesting three references. The IPHEC is not required to evaluate all references provided; however, will evaluate references the same for each responsive Respondent. Reference checks will be contacted and their evaluation will impact the number of points awarded. The IPHEC will not award any points for a reference unable to be contacted due to incorrect information.

|  |  |
| --- | --- |
| University/Government/Firm (name): |  |
| Contact Person’s Name: |  |
| Contact Person’s E‐mail Address: |  |
| Contact Person’s Address: |  |
| Contact Person’s Telephone Number: |  |
| Date of Supplies/Services Provided: |  |
| Type of Supplies/Services Provided: |  |

|  |  |
| --- | --- |
| University/Government/Firm (name): |  |
| Contact Person’s Name: |  |
| Contact Person’s E‐mail Address: |  |
| Contact Person’s Address: |  |
| Contact Person’s Telephone Number: |  |
| Date of Supplies/Services Provided: |  |
| Type of Supplies/Services Provided: |  |

|  |  |
| --- | --- |
| University/Government/Firm (name): |  |
| Contact Person’s Name: |  |
| Contact Person’s E‐mail Address: |  |
| Contact Person’s Address: |  |
| Contact Person’s Telephone Number: |  |
| Date of Supplies/Services Provided: |  |
| Type of Supplies/Services Provided: |  |

|  |  |
| --- | --- |
| University/Government/Firm (name): |  |
| Contact Person’s Name: |  |
| Contact Person’s E‐mail Address: |  |
| Contact Person’s Address: |  |
| Contact Person’s Telephone Number: |  |
| Date of Supplies/Services Provided: |  |
| Type of Supplies/Services Provided: |  |

### ATTACHMENT II – VENDOR EXCEPTIONS

Any exceptions and confidential information must be noted on this page and provided as part of the resulting contract. The IPHEC discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Respondent’s offer.

 agrees with the terms and conditions set forth in this solicitation, including

(*Respondent’s Name)*

the standard terms and conditions, IPHEC’s supplemental provisions, certifications, and disclosures, with the following exceptions:

|  |  |
| --- | --- |
|  |  |
|  | **EXCEPTIONS TO STANDARD TERMS AND CONDITIONS** |
| Page # / Section / Subsection # | State the exception such as “add,” “replace,” and/or “delete.” |
|  |  |
|  |  |
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|  |  |
|  | **CONFIDENTIAL INFORMATION – Include a redacted copy of the proposal.** |
| Page # / Section / Subsection # | State the information being claimed as confidential and the statutory basis for each claim. Include supporting information. |
|  |  |
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### APPENDIX I – ACCOUNT REPRESENTATIVE

**IPHEC Account Representatives**

List names of contact persons, their phone number(s) and e‐mail address for the following:

* + 1. IPHEC Account Representative:

Direct Phone Number: Email:

* + 1. Back Up IPHEC Account Representative:

Direct Phone Number: Email:

* + 1. Account Representative’s Manager:

Direct Phone Number: Email:

## \*\*\*Provide a listing of Account Representatives for each of the IPHEC Member Institutions’ campuses\*\*\*

### APPENDIX II – COOPERATIVE CONTRACTING

The IPHEC would like the pricing offers proposed by the Respondent extended to Illinois Community Colleges. Illinois Community Colleges may be interested in participating in this contract on an optional basis. Respondent’s ability to extend their offer will not be evaluated or considered in the IPHEC award process.

1. In the event that Respondent agrees to extend this offer to Illinois Community Colleges the following conditions will be applicable:
	1. Each college choosing to participate in this contract award will administer its own procurements directly with the awarded Respondent.
	2. The decision whether or not to participate will be up to each individual college.
	3. If the awarded Respondent agrees to extend its pricing to the members, a copy of the successful offer will be provided to each of the business offices and those colleges that choose to participate will use it as a basis for contracting with the awarded Respondent.
	4. Any contracts and/or purchase orders your firm receives from these colleges will be administered by the individual college.
	5. The IPHEC is unable to provide spend estimates for Illinois Community Colleges. Illinois Community College participation is OPTIONAL.
2. Would the Respondent be willing to extend the terms and conditions of this agreement to Illinois Community

Colleges? Yes No Yes, but with the following exceptions:

1. A list of Illinois Community Colleges is provided below and may be updated or modified throughout the term of the award:

|  |  |  |
| --- | --- | --- |
| District | Name | Address |
|  501 | Kaskaskia | 27210 College Road, Centralia, IL 62801 |
|  502 | DuPage | 425 22nd Street, Glen Ellyn, IL 60137 |
|  503 | Black Hawk | 6600 34th Avenue, Moline, IL 61265 |
|  504 | Triton | 2000 Fifth Avenue, River Grove, IL 60171 |
|  505 | Parkland | 2400 W. Bradley Avenue, Champaign, IL 61821 |
|  506 | Sauk Valley | 173 Illinois Route 2, Dixon, IL 61021 |
|  507 | Danville | 2000 East Main Street, Danville, IL 61832 |
|  508 | Chicago (Main) | 226 W. Jackson Blvd., Chicago, IL 60606 |
|  508 | Harold Washington | 30 E. Lake Street, Chicago, IL 60601 |
|  508 | Harry S. Truman | 1145 W. Wilson Ave., Chicago, IL 60640 |
|  508 | Kennedy‐King | 6301 S. Halsted St., Chicago, IL 60621 |
|  508 | Malcolm X | 1900 W. Van Buren St., Chicago, IL 60612 |
|  508 | Olive‐Harvey | 10001 S. Woodlawn Ave., Chicago, IL 60628 |
|  508 | Richard J. Daley | 7500 S. Pulaski Rd., Chicago, IL 60652 |
|  508 | Wilbur Wright | 4300 N. Narragansette Ave., Chicago, IL 60634 |
|  509 | Elgin | 1700 Spartan Drive, Elgin, IL 60123 |
|  510 | South Suburban | 15800 S. State Street, South Holland, IL 60473 |
|  511 | Rock Valley | 3301 North Mulford Road, Rockford, IL 61114 |
|  512 | Harper | 1200 West Algonquin Road, Palatine, IL 60067 |
|  513 | Illinois Valley | 815 North Orlando Smith Avenue, IL 61348 |
|  514 | Illinois Central | One College Drive, East Peoria, IL 61635 |
|  515 | Prairie State | 202 South Halsted Street, Chicago Heights, IL 60411 |

|  |  |  |
| --- | --- | --- |
| District | Name | Address |
|  516 | Waubonsee | Route 47 at Harter Road, Sugar Grove, IL 60554 |
|  517 | Lake Land | 5001 Lake Land Blvd., Mattoon, IL 61938 |
|  518 | Carl Sandburg | 2400 Tom L. Wilson Blvd., Galesburg, IL 61401 |
|  519 | Highland | 2998 W. Pearl City Rd., Freeport, IL 61032 |
|  520 | Kankakee | P.O. Box 888, River Road, Kankakee, IL 60901 |
|  521 | Rend Lake | 468 N. Ken Gray Parkway, Ina, IL 62846 |
|  522 | Southwestern | 2500 Carlyle Avenue, Belleville, IL 62221 |
|  523 | Kishwaukee | 21193 Malta Road, Malta, IL 60150‐9699 |
|  524 | Moraine Valley | 10900 South 88th Avenue, Palos Hills, IL 60465 |
|  525 | Joliet | 1215 Houbolt Road, Joliet, IL 60431 |
|  526 | Lincoln Land | 5250 Shepherd Road, Springfield, IL 62794‐9256 |
|  527 | Morton | 3801 S. Central Avenue, Cicero, IL 60804 |
|  528 | McHenry | 8900 U.S. Highway 14, Crystal Lake, IL 60012 |
|  529 | Illinois Eastern (Main) | 233 E. Chestnut Street, Olney, IL 62450 |
|  529 | Frontier | 2 Frontier Dr., Fairfield, IL 62837 |
|  529 | Lincoln Trail | 11220 State Highway 1, Robinson, IL 62454 |
|  529 | Olney Central | 305 NW Street, Olney, IL 62450 |
|  529 | Wabash Valley | 2200 College Dr., Mt. Carmel, IL 62863 |
|  530 | John A. Logan | 700 Logan College Road, Carterville, IL 62918 |
|  531 | Shawnee | 8364 Shawnee College Road, Ullin, IL 62992 |
|  532 | Lake County | 19351 W. Washington Street, Grayslake, IL 60030 |
|  533 | Southeastern | 3575 College Road, Harrisburg, IL 62946 |
|  534 | Spoon River | 23235 North County Road 22, Canton, IL 61520 |
|  535 | Oakton | 1600 E. Golf Road, Des Plaines, IL 60016 |
|  536 | Lewis & Clark | 5800 Godfrey Road, Godfrey, IL 62035 |
|  537 | Richland | One College Park, Decatur, IL 62521 |
|  539 | John Wood | 150 South 48th Street, Quincy, IL 62301 |
|  540 | Heartland | 1500 W. Raab Road, Normal, IL 61761 |

### APPENDIX III – UTILIZATION PLAN

The State of Illinois Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

**Contract Goal to be achieved by the Vendor:** This contract includes a specific Business Enterprise Program (BEP) utilization goal of **20%** based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor’s response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor’s proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.**

Visit <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>for complete requirements and to apply for certification in the Business Enterprise Program.

If applicable, the Plan should include an executed joint venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties’ contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor’s own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the University of Illinois.

An agreement between a vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The University may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the designated University representative in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non‐responsive. A proposed contract will not be finally awarded until the Vendor’s Utilization Plan is approved.

**Certified Vendor Locator References:** Vendors may consult the BEP Certified Vendor Directory at https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx, as well as the directories of other certifying agencies but subcontracting vendors must be certified as BEP vendors before the time of contract award.

**Vendor Assurance:** The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the University deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

**Calculating Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:

1. The value of the work actually performed by the certified vendor’s forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor’s forces, including supplies

purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.

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

**Good Faith Effort Procedures:** If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The University will consider the quality, quantity, and intensity of the Vendor’s efforts.

1. The following is a list of types of action that the University will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the University may be relevant in appropriate cases.
	1. Soliciting through all reasonable and available means (e.g., attendance at pre‐bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking

appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

* 1. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
	2. Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
	3. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm’s price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor’s failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
	4. Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor’s memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non‐solicitation of bids in the Vendor’s efforts to meet the goal.
	5. Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the University, the Vendor or to perform the scope of work.
	6. Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
	7. Effectively using the services of available minority/women community organizations;

minority/women vendors’ groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

1. In evaluating the Vendor’s good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
2. If the University determines that the Vendor has made good faith efforts to meet the goal, we will award the contract, provided that the Vendor is otherwise eligible for award. If the University determines that the Vendor has not made good faith efforts, we will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the University determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

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

1. The Utilization Plan may not be amended without the University of Illinois’ prior written approval.
2. The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the University. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor’s own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties

prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

1. Substitutions of a certified vendor shall be permitted under the following circumstances:
	1. Unavailability after receipt of reasonable notice to proceed;
	2. Failure of performance;
	3. Financial incapacity;
	4. Refusal by the certified vendor to honor the bid or proposal price or scope;
	5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
	6. Failure of the certified vendor to meet insurance, licensing or bonding requirements;
	7. The certified vendor's withdrawal of its bid or proposal; or
	8. Decertification of the certified vendor.
2. If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the University in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. We will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
3. Where the Vendor has established the basis for the substitution to the University’s satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non‐certified vendor.
4. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the University to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
5. A new subcontract must be executed and submitted to the University within 5 business days of the Vendor’s receipt of our approval for the substitution or other change.
6. The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The University shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
7. The University will periodically review the Vendor’s compliance with these provisions and the terms of its contract. Without limitation, the Vendor’s failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
8. The University reserves the right to withhold payment to the Vendor, to enforce these provisions, and the Vendor’s contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

# UTILIZATION PLAN

 (*Insert Vendor Name*) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the

solicitation for (*Insert Solicitation Reference Number)*. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

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

Vendor’s person responsible for compliance:

Name:

Title:

Telephone: ( ) extension

Email:

We submit one (1) of the following statements:

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

# SECTION I

#### UTILIZATION OF CERTIFIED VENDORS

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

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

1. The proposed certified vendor’s company name, address and phone number:

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

* Certified with the Business Enterprise Program (BEP)
* Meets the criteria and has submitted an application for certification with BEP (BEP certification must be completed before contract award)
* Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization (BEP certification must be completed before contract award):
1. A detailed description of the commercially useful work to be done by this certified vendor is as follows:
2. The total estimated cost to the University for this contract is $ .

The portion of the contract which will be subcontracted to this certified vendor is $ ,

or % of the total cost of the contract.

1. A notarized signed letter of intent between (*the Vendor*) and

 (*the certified vendor*) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

1. A joint venture agreement is not required, as the arrangement between and

 is that of contractor/sub‐contractor and not a joint venture. or,

A joint venture agreement between and

 \_ is included in lieu of the letter of intent.

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

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

# SECTION II

#### DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE BEP SUBCONTRACTING GOAL

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

#### Section II A ‐‐Good Faith Efforts Checklist

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

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

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

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

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

# Letter of Intent (LOI)

#### Between Prime Vendor and Certified Vendor

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

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

Project Name Project/Solicitation Number:

Name of Prime Vendor:

Address:

Street City State Zip Code

Telephone: ( ) Fax: ( ) Email:

Name of Certified Vendor:

Address:

Street City State Zip Code

Telephone: ( ) Fax: ( ) Email:

|  |  |  |  |
| --- | --- | --- | --- |
| Type of agreement: | □ Services | □ Supplies | □ Both Services/Supplies |
| Type of payment: | □ Lump Sum  | □ Hourly Rate  | □ Unit Price  |

Period of Performance: Proposed Subcontract Amount $

or Proposed % of Contract

Description of work to be performed by certified vendor:

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

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

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

Signature Signature

Printed Name Printed Name

Title: Date: Title: Date:

Subscribed and sworn before me this Subscribed and sworn before me this

 day of , 20 day of , 20

Notary Public Notary Public

My Commission expires: My Commission expires:

**Illinois Public Higher Education Cooperative (IPHEC)**

Online Travel Booking Tool Request for Proposal

*Solicitation Reference Number 1DGS1403*

**Addendum 1:** Request for Proposals #1DGS1403 scheduled to open April 3, 2014, at 3:00 PM local time

The IPHEC is providing potential respondents with the following responses to questions posed in relation to solicitation # 1DGS1403 Online Travel Booking Tool Request for Proposal (RFP). This addendum does not change the offer due date/time of Thursday, April 3rd at 3:00 PM Local Time. This addendum provides responses to questions asked by potential respondents. These responses do not change requirements as originally published in the solicitation, so this amendment does not need to be signed/returned with your proposal. The questions and responses are as follows:

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***Questions from Potential Respondents and the IPHEC’s Responses:***

**Question 1:** Is IPHEC planning on making a sole source award to a single travel management company or might you award the travel program to several travel management companies?

Response: The IPHEC has identified how it intends to make an award under this solicitation in Section B.3 of the solicitation document. It indicates that the IPHEC will make a single award for a provider of an online travel booking tool and travel related services as described in the solicitation.

**Question 2:** In light of your Sustainability Policy set forth in 1.3.9, would you consider receiving all RFP response documents electronically? We can email our final response to each member of the review panel or to the designated recipient to forward to the other panelists?

Response: The IPHEC requires hard‐copies of responses. There are provisions in the Procurement Code and rules which require a public opening of responses received and the IPHEC does not have a system in place to securely accept electronic proposals to accommodate these requirements.

**Question 3:** Do you or any of the member institutions have air, car and/or hotel contracts? If so, please provide this information.

Response: Yes, Member Institutions do have negotiated car and hotel rates in place as identified in Section 1.4.6. Instead of providing the negotiated rates, since they will change throughout the term of the online booking tool award, the IPHEC is interested in Respondent’s ability to incorporate these rates into the tool and the process to maintain/update these rates throughout the term of the award.

Page 1 of 4

**Question 4:** Does any member institution currently use an online booking tool?

Response: Previously, the IPHEC solicited for and awarded for travel agency services under solicitation number 1CLY510. Additional information about this award can be obtained by searching for this solicitation number on the Bulletin.

**Question 5:** Do any of your member institutions require an approval process? If so, please provide details.

Response: Yes, as identified in Section 1.4.3, the type and levels of approvals required vary by Member Institutions’ campuses and departments within campuses. It is anticipated that the online travel booking tool proposed will allow for two types of approvals:

1. The Authorized Traveler identifies their Travel Approvers’ e‐mail (in their profile and/or through the reservation process) and the online booking tool notifies the Travel Approvers via e‐mail that their approval is required; or,
2. A campus or a department within a campus may identify a single or group of Travel Approvers for users within the campus or campus department.

Potential Respondents should note that not all Authorized Travelers will require approval from a Travel Approver.

**Question 6:** Given your potential requirement for integration with the various member institutions expense systems, can you please provide us with a list of their current expense providers?

Response: As described in Section 1.5.2, at the time of solicitation, the IPHEC has not identified a need for specific financial systems for integration. Throughout the term of the award, Participating Universities may want to integrate the online booking tool into a financial system and the questions in this Section are to address the methods available to the Participating Universities to make this integration.

**Question 7:** Please define your requirements for Promotional Pricing.

Response: Section 2.5 describes the IPHEC’s requirements to obtain Promotional Pricing. The requirement was included in this solicitation to make sure that Promotional Pricing offered to the general public that is more beneficial than the fees identified in the pricing section (Section 2) are available to the Member Institutions through the online booking tool.

*For example: If the IPHEC award lists a $10 fee to issue a domestic airline ticket and the Awarded Respondent’s booking tool available to the general public has a sale to issue a domestic airline ticket for $5, this $5 promotional pricing must be provided automatically to the Participating Universities.*

**Question 8:** The University environment is one with multiple relationships/partnerships for travel. Is the goal of the combined bid to have one single source to utilize or to still remain with multiple relationships?

Response: The IPHEC has previously solicited for and awarded for travel agency services. With this solicitation the IPHEC is looking to award to a single online travel booking tool provider or travel management company that meets the requirements identified in the solicitation. As indicated in the solicitation, Member Institutions are not required to utilize the IPHEC award. Participating Universities may choose to supplement the services covered under the IPHEC award with additional providers/services.

**Question 9:** When deciding on the vendor, will one University have more weight over another based off of the size of their program or is it equal across the board?

Response: The IPHEC has identified how proposals will be evaluated in Section B of the solicitation document. Evaluation of the technical proposals will be conducted by an evaluation team consisting of representatives from various Member Institutions. Evaluation of the pricing proposals will be conducted based off of the historical estimates provided in Section 1.1.3.

**Question 10:** Does the University(s) have an online booking tool that you are interested in utilizing or is up to the agency to make the best recommendation based off of the information you have provided?

Response: The IPHEC is requesting proposals from Respondents for an online booking tool that will meet the requirements identified in the solicitation. The IPHEC has not identified a recommended booking tool in the event a Respondent has more than one available to propose.

**Question 11:** The bid asks for information pertaining to group travel. Is there a need for agent teams and/or assistance with standard travel outside of the online booking tool?

Response: The IPHEC has identified the specification for group/team travel requirements in Section 1.4.7.4 of the solicitation. Questions in this section ask Respondents to identify what services are available through the online booking tool and what services are available through the Call Center (see Section 1.3.3) or other group/team travel agent/representative.

**Question 12:** If the goal is to have one source, how much of the business outlined (utilized through the multiple agencies) is “call‐in” reservations?

Response: The previous IPHEC solicitation was for travel agency services and as such, the historical call‐in vs. online reservations would not be an accurate estimate for this online travel

booking tool solicitation. The IPHEC has provided the historical usage of travel agency services available in Sections 1.1.3.1 and Section 1.1.3.2.

**Question 13:** Our assumption is that the program is not mandated. How will the Universities assist with getting buy in to the program and utilization of the products/services? Will we have the opportunity beyond the vendor fairs to market to the departments or higher end users to solicit their business?

Response: Use of an IPHEC award is not mandated for Member Institutions. Upon award, an award summary is provided to the Member Institutions’ Purchasing Directors for dissemination on their respective campus. This summary will provide an overview of the terms and conditions contained in the award. Member Institutions that will be utilizing the award (Participating Universities) will be responsible for implementation of the online booking tool on their respective campus. As identified in Section 1.3.5, there are potential marketing opportunities through on‐site travel/vendor fairs. Participating Universities may also choose to incorporate information regarding the award and its use in its travel web page and may work with the Awarded Respondent for additional marketing opportunities.

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