State of Illinois
Public Institutions of Higher Education

Request for Proposal
for
Professional and Artistic Services

ILLINOIS STATE UNIVERSITY
Illinois' first public university

Housing Services and Dining Services Master Plans
BWHR061025
June 10, 2025 2:00 pm CST

Vendor:
Vendor Contact:
Address:
Phone:
Email:

New: Vendors MUST complete Evaluation Criteria for Commitment to Diversity (Section 7)

- Vendor (other than an individual acting as a sole proprietor) must be a legal entity prior to submitting the bid. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. Vendor Legal Authorization - https://www.ilsos.gov/departments/business_services/home.html

- Vendors must be registered with the Illinois State Board of Elections prior to submitting response. Vendor Registration with State Board of Elections - https://berep.elections.il.gov/login.aspx?ReturnUrl=%2f

- Hold a current Illinois Department of Human Rights (IDHR) Bidder Eligibility Number. For complete details on this requirement, please see 775 ILCS 5/2-101(J); 44 Illinois Administrative Code 750.210. IDHR - https://dhr.illinois.gov/public-contracts.html

It is the State's policy to promote small businesses and businesses owned by veterans, minorities, women, and persons with disabilities, and sheltered workshops for the severely disabled. Consider using these businesses to meet the need for suppliers and subcontractors on State and private contracts. Please visit https://www2.illinois.gov/sites/cpo-he/Pages/Preferences.aspx for more information about these programs.

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

Table of Contents

1 Submission Instructions and General Information 5

1.1 Project Description 5

1.2 Pre-Submission Conference 5

1.3 Pre-Submission Site Visit 6

1.4 Submission of Responses 6

1.5 Due Date and Time for Submission of Responses 9

1.6 Late Submissions 10

1.7 Response Firm Time 11

1.8 Official Procurement Information 11

1.9 Solicitation Contact 11

1.10 Vendor Questions 11

1.11 Governing Law and Forum 11

1.12 Federal Funds 11

1.13 Confidential Information 12

1.14 Public Records 12

1.15 Reservations 13

1.16 Protest Review Office 13

1.17 Evaluation 13

1.18 Award 17

2 Offer to the University 18

3 Business Enterprise Program (BEP) Goal 20

4 Veteran Business Program (VBP) Goal 22

5 Preferences & Special Programs 23

6 Statement of Work 24

6.1 Overview of the University's Need 24

6.2 Specifications and Requirements 25

6.3 Milestones and Deliverables 27

6.4 Vendor and Staffing Specifications 27

6.5 Transportation and Delivery 27

6.6 Location where Services are to be Performed 27

7 Commitment to Diversity 28

7.1 Instructions 28
7.2 Commitment to Diversity Elements 28
7.3 Signature 29

8 Subcontracting 30

9 Contract Term 31

9.1 Initial Term 31
9.2 Renewals 31
9.3 Indefinite Quantity Contract 32
9.4 Termination for Cause 32
9.5 Termination for Convenience 32

10 Pricing and Payment 33

10.1 Pricing Offer 33
10.2 Type of Pricing 33
10.3 Discount 33
10.4 Renewals 33
10.5 Bid / Performance Bond 33
10.6 Invoicing 33
10.7 Minority Contractor Initiative 34
10.8 Procurement of Domestic Products 34
10.9 Taxes 35
10.10 Late Payment 35
10.11 Prevailing Wage 35
10.12 Availability of Appropriation 35

11 Standard Terms and Conditions 37

11.1 Assignment and Novation 37
11.2 Audit / Retention of Records 37
11.3 Time is of the Essence 37
11.4 No Waiver of Rights 38
11.5 Force Majeure 38
11.6 Confidential Information 38
11.7 Freedom of Information Act 39
11.8 Use and Ownership 39
11.9 Indemnification and Liability 39
11.10 Insurance 40

11.11 Independent Contractor 40
11.12 Solicitation and Employment 40
11.13 Background Check 40
11.14 Applicable Law 40
11.15 Compliance with the Law 40
11.16 Expatriated Entities 41
11.17 Sexual Harassment 41
11.18 Anti-Trust Assignment 41
11.19 Contractual Authority 41
11.20 Notices 41
11.21 Modifications and Survival 41
11.22 Performance Record / Suspension 41
11.23 Schedule of Work 41
11.24 Warranties for Supplies and Services 42
11.25 Reporting 42

12 References 44

13 Vendor Claim for Confidentiality 45

14 Vendor Exception to Standard Terms and Conditions 46

15 Vendor Supplemental Terms and Conditions 46

16 University Supplemental Terms and Conditions 47

17 Certifications and Disclosures 48

17.1 Form A – Vendor Disclosures 48
17.2 Form B – IPG Active Registered Vendor Disclosures 48

Appendix 1 49
Appendix 2 50

1 Submission Instructions and General Information

Vendor must read this entire solicitation package and submit its response in accordance with the instructions.

1.1 Project Description:

Illinois State University (ISU/University) is a publicly supported higher education institution (awarding baccalaureate, masters, and doctoral degrees in numerous academic disciplines) located in Normal, Illinois. The University's campus supports an enrollment of approximately 21,000 students.

Illinois State University houses 6,700 students on campus in one of nine housing facilities owned and operated by the University. ISU requires students to live on campus for two years after graduating high school to support their developmental needs, leading to a successful undergraduate experience.

Illinois State University provides a full-service, in-house food operation on campus. ISU currently serves approximately 8,000 meal plan holders in addition to non-meal plan holders, faculty, and staff. ISU operates two residential dining facilities, a catering service, and six retail style food venues. ISU requires students living on campus to have a meal plan with the University.

The University is seeking a three-phase assessment of Housing and Dining operations:

Phase I: Facility Condition Assessment of Housing and Dining facilities
Phase II: Analysis Phase – Assess Housing and Dining operations
Phase III: Master Plan Development and Delivery – Produce a 10-year master plan for Housing services and a 10-year master plan for Dining services.

The objective is to create strategic roadmaps that align with the University's long-term goals, ensuring financial sustainability, operational efficiency, and enhanced student experiences.

1.2 Pre-Submission Conference:

(In-Person): ☐ Yes ☒ No
Date: Time:
Location: (state physical location)

(Virtual): ☒ Yes ☐ No
Date: 5/29/2025 Time: 2:00 PM CST
https://illinoisstate.zoom.us/j/85389785398

Mandatory Attendance: ☐ Yes ☒ No

If attendance is marked "mandatory", Vendor must attend the entire Pre-Submission Conference. Vendor will be considered non-responsive and will be disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early, fails to follow instructions given at the Pre-Submission Conference or does not sign in and out on the attendance sheet. This includes incumbent vendors. Temporary disconnection due to technical difficulties will not necessarily be considered a violation of this provision, subject to the judgment of the Chief Procurement Officer/State Purchasing Officer and the extent of the disconnection/technical issue. Vendor must allow adequate time to accommodate security screenings.

1.3 Pre-Submission Site Visit: ☒ Yes ☐ No
Mandatory Attendance: ☐ Yes ☒ No

Date: 5/28/2025 Time: 10:00 AM CST
Location: TBD, details will be provided to attendees

Additional Information: Vendors who would like to attend a site visit must email ISUPurchasing@ilstu.edu by 5/26/25 at 2:00 PM. Attendance will be limited to 2 attendees per vendor.

If attendance is marked "mandatory", Vendor must attend the entire site visit. Vendor will be considered non-responsive and will be disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early, fails to follow instructions given at the site visit or does not sign in and out on the attendance sheet**.** This includes incumbent vendors. Vendor must allow adequate time to accommodate security screenings.

1.4 Submission of Responses:
Vendor must submit its response in accordance with the delivery method(s) selected below. Vendor should only submit response through one of the University identified delivery methods selected below.

Delivery Methods:

☒ Paper Responses with USB Flash Drive Accepted

☒ USB Flash Drive Responses Accepted

☒ E-bid Responses Accepted

1.4.1 Paper Responses with USB Flash Drive: If "Paper Responses Accepted" is marked in Section 1.4, submit a signed original and NO copies. In addition, submit a USB Flash Drive in the following format Microsoft Word, PDF,

and/or Excel. USB Flash Drive should be labeled according to the Bulletin Referenced Number. The paper and the USB Flash Drive must be identical in content. If the paper copy and USB Flash Drive content are not identical and/or the USB Flash Drive is corrupt, the paper copy will be used in the evaluation of responses.

Paper: All forms and signature areas contained in the solicitation package must be completed in full and sent as part of Vendor's response. Information using a format other than a State form must refer to the page number, section, or other identifying reference in this solicitation and provided in the same sequence as in the solicitation document.

Responses must be delivered to the submission address shown in this section in a sealed envelope or container.

Submit/Deliver Responses To:	Label Outside of Envelopes/Containers:
Illinois State University Attn: Bryce Hartseil 100 S Fell Ave, Suite D City, State, Zip: Normal, IL 61761	SEALED RESPONSE-DO NOT OPEN Project Title: Housing Services and Dining Services Master Plans Bulletin Reference#: Due Date & Time: Vendor Name: Vendor Address: Vendor City, State, Zip:

1.4.2 USB Flash Drive Responses: If "USB Flash Drive Responses Accepted" is marked in Section 1.4, submit a USB Flash Drive in the following format Microsoft Word, PDF, and/or Excel. USB Flash Drive should be labeled according to the Bulletin Referenced Number. If USB Flash Drive is corrupt or if the University is unable to read the data, vendor will be deemed non-responsive. Vendor may submit two identical USB Flash Drives. Files must be accessible and able to be printed by University purchasing staff without password or other security. Documents must be of sufficient quality to allow for easy reading. Responses submitted on a USB Flash Drive must be delivered to the submission address shown in Section 1.4.1 in a sealed envelope or container.

1.4.3 E-bid Responses: If "E-bid Responses Accepted" is marked in Section 1.4, submit response electronically through the E-bid platform of the Illinois Procurement Bulletin for Higher Education. If "E-bid Responses Accepted" is selected by the University, then electronic bids submitted through other means (i.e.., fax, email, etc.) will not be considered. The response must be submitted by the due date and time; the system will not allow late bids. The last date/time of the last uploaded document will be used as the receipt date/time. All files must be uploaded in Word, Excel, or Adobe PDF format. Files must be accessible and able to be printed by University purchasing staff without password or other security. Documents must be of sufficient quality to allow for easy reading. Any response that does not meet these criteria will be considered non-responsive and will be disqualified.

Vendors who submit E-bid responses, must be registered in the Illinois Procurement Gateway (IPG) and must have an active, unexpired IPG Number. The IPG may be found at: https://ipg.illinois.gov. The vendor submitting the response must be the entity registered in the IPG, not the parent company or subcontractor. Vendor must allow adequate time to register and receive approval in the IPG. The E-bid platform will not allow responses from vendors who do not have an active, unexpired IPG Number.

NOTE: It is suggested that vendors who are NOT currently registered with the IPG do so immediately, as this process may take some time to complete. IPG numbers are usually activated in an overnight refresh in the Bulletin. To further clarify, registrations approved in the IPG today will usually be active in the Bulletin the following day.

E-bidding instructions may be found at: https://www.procure.stateuniv.state.il.us/about.cfm?mName=findBulletinGuide&section=e-bidding

1.4.4 Form A – Vendor Disclosures and Form B – IPG Active Registered Vendor Disclosures

Responses must include Form A – Vendor Disclosures or Form B – IPG Active Registered Vendor Disclosures based on the following criteria:

Form A – Vendor Disclosures: If Vendor is NOT registered in the Illinois Procurement Gateway (IPG) and does not have an active, unexpired IPG Number, Vendor must complete and attach Form A – Vendor Disclosures.

Information on IPG Registration may be found at: https://pathway2procurement.illinois.gov/illinois-procurement-gateway.html

Form A – Vendor Disclosures may be found at:
https://cpo-highered.illinois.gov/content/dam/soi/en/web/cpo-he/documents/forms/form-a-vendor-disclosures-v24.1-11-13-23.docx

Form B – IPG Active Registered Vendor Disclosures: If Vendor is registered in the IPG and has an active unexpired IPG Number, Vendor must either submit Form A – Vendor Disclosures or Form B – IPG Active Registered Vendor Disclosures. Form B – IPG Active Registered Vendor Disclosures is a simpler alternative to Form A – Vendor Disclosures available only to vendors with an active unexpired IPG Number.

An IPG Number is a seven-digit number beginning with the letters "IPG." The IPG system emails an IPG Number to the vendor when the vendor's registration is accepted and becomes active. If Vendor does not have a seven-digit number beginning with the letters "IPG," Vendor does not have an IPG Number.

Form B – IPG Active Registered Vendor Disclosures may be found at:
https://cpo-highered.illinois.gov/content/dam/soi/en/web/cpo-he/documents/forms/form-b-ipg-active-registered-vendor-disclosures-v.24.1-11.13.2023.pdf

Before using Form B – IPG Active Registered Vendor Disclosures, Vendor must check the Vendor Directory to ensure Vendor is registered and has an active unexpired IPG Number. The Directory is here: https://ipg.illinois.gov. Vendor must click on the "Vendor Directory" button to search the directory. If Vendor's name does not appear in the directory, Vendor does not have an active unexpired IPG Number.

1.4.5 Last Dated Response

The last date will be determined by comparing the paper/USB received date against the E-bid submission date. If a vendor submits using more than one delivery method, the last dated response will be evaluated.

1.5 Due Date and Time for Submission of Responses: A public opening will be conducted at the specified due date and local time. Responses must be received in accordance with Section 1.4 at the physical location or E-bid platform indicated prior to the due date and time listed in this section.

Due Date: 6/10/2025 Time: 2:00 PM CST

1.5.1 Requirements for Submission of Responses: The Response must be submitted in accordance with the delivery method(s) selected in Section 1.4 and in separately sealed packets (paper) or separate files (USB Flash Drive) or (E-bidding) as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Vendor's name, and the

wording: “Sealed Response – Do Not Open”. The separately sealed packets may be submitted together in one mailing / shipping box or may be submitted separately in individual / shipping boxes. Do not put the entire Response on one CD or USB. Pricing must be on a separate CD or USB and sealed in the Pricing packet.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
Packet 1 (Paper with USB Flash Drive or USB Flash Drive)/File 1 (E-bidding) Offer Letter (Section 2), Preferences & Special Programs (Section 5), Specifications / Qualifications / Statement of Work (Section 6), Subcontracting (Section 8), References (if applicable) (Section 12), Confidential Information (Section 13), Vendor Exceptions (Section 14), Vendor Supplemental Terms and Conditions (Section 15), and University Supplemental Terms and Conditions (Section 16)	1		
Packet 2 (Paper with USB Flash Drive or USB Flash Drive)/File 2 (E-bidding) Pricing (Section 10)	1		
Packet 3 (Paper with USB Flash Drive or USB Flash Drive)/File 3 (E-bidding) Form A – Vendor Disclosures or Form B – IPG Active Registered Vendor Disclosures (as applicable) (Section 17)	1		
Packet 4 (Paper with USB Flash Drive or USB Flash Drive)/File 4 (E-bidding) Redacted Proposal (if requesting confidential treatment of proposal)	1		
Packet 5 (Paper with USB Flash Drive or USB Flash Drive)/File 5 (E-bidding) Minorities, Females, & Persons with Disabilities Participation and Utilization Plan and Letter of Intent (if applicable) (Section 3)	1		
Packet 6 (Paper with USB Flash Drive or USB Flash Drive)/File 6 (E-bidding) Veteran Small Business Participation and Utilization Plan and Letter of Intent (if applicable) (Section 4)	1		
Packet 7 (Paper with USB Flash Drive or USB Flash Drive)/File 7 (E-bidding) Commitment to Diversity Responses and supporting documentation (Section 7)	1		

1.6 Late Submissions: Responses received late will not be considered. The University will notify the Vendor of a late response and will return it, if requested, at the Vendor’s expense. The Vendor is responsible for submitting the response in accordance with Section 1.4 above.

1.7 **Response Firm Time:** The response must remain firm for 120 days from the opening date.

1.8 **Official Procurement Information**: Official procurement information, including solicitations, updates, and award, is published on The Illinois Procurement Bulletin for Higher Education ("Bulletin") (https://www.procure.stateuniv.state.il.us). The Vendor is responsible for checking the Bulletin for addenda and other updates. The University is not responsible should Vendor not receive optional email notices.

1.9 **Solicitation Contact:** The individual listed below will be the single point of contact for this solicitation except for protests (see section 1.16).

Unless otherwise directed by the Solicitation Contact, do not discuss this solicitation, directly or indirectly, with any other University or State employee.

The University will not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing by the solicitation contact, including answers to questions, will be binding on the University. Suspected errors in the solicitation must be reported immediately to the Solicitation Contact.

Solicitation Contact: Bryce Hartseil
University Name: Illinois State University
Street Address: 100 S Fell Ave, Suite D
City: Normal **State: Illinois** **Zip: 61790**
Email: ISUPurchasing@ilstu.edu **Fax: 309-438-5555**

1.10 **Vendor Questions** Any questions must be received by 6/4/2025 at 3:00 PM CST writing. Questions, including those asked at a pre-submission conference, and answers will be published in an addendum to the solicitation for all to see. If the pre-submission conference is mandatory, the questions and answers may be distributed only to those who attended. All other questions must be in written form and sent to the Solicitation Contact listed in Section 1.9.

1.11 **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 proper court in Illinois. References in this document to ILCS mean the Illinois Compiled Statutes. The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 ILAC 4) apply to this solicitation.

1.12 **Federal Funds:** For purchases funded in whole or in part by United States Government funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 ILAC 4.2005(x)).

To obtain this information, contact the Solicitation Contact identified in Section 1.9.

Funded in whole or in part by the United States Government Funds ☐ Yes ☒ No

1.13 Confidential Information: If Vendor requests confidential treatment of any part of its response, Vendor must submit with its response a separate attachment consisting of a copy of its response with the proposed confidential information redacted, by the date and time for submission of responses identified in Section 1.5. Send an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and must retain as much of the original response as possible. Along with the redacted copy, Vendor must show in Section 13 of its response the specific grounds in the Illinois Freedom of Information Act (FOIA, 5 ILCS 140) or other law or rule that supports application of confidential treatment. Vendor must list the provisions, shown by section number, for which it seeks confidential treatment, name the statutory basis under Illinois or other applicable law, and include a detailed justification for exempting the information from public disclosure.

Requests to keep entire responses confidential will not be honored. Requests for confidential treatment under FOIA will be considered. A request for confidential treatment will not supersede legal obligations under FOIA. Vendor agrees the State may copy the response to facilitate evaluation, or to respond to requests for public records. Regardless of any request for confidential treatment, the State will disclose the successful Vendor's name, the substance of the response and the price. Requests for confidential treatment will not be honored unless Vendor provides (a) a separate redacted response submitted by the date and time for submission of responses and (b) Vendor's explanation and detailed justification for confidential treatment in Section 13.

Information submitted with a claim of confidentiality or exemption from FOIA may still be disclosed to the public if determined under applicable law that the claim or exemption does not meet the requirements for withholding the information under FOIA. (44 ILAC 4.2005(t)(2)). Materials submitted with a claim of confidentiality may also be disclosed pursuant to a lawful subpoena or court order. Vendor will hold harmless and indemnify the University, its Board of Trustees, the State of Illinois, and the State of Illinois's agencies, officers, employees, and agents from all costs, damages, and attorney's fees associated with the University, its Board of Trustees, the State of Illinois, or the State of Illinois's agencies, officers, employees or agents honoring Vendor's request for confidential treatment.

1.14 Public Records: Responses to the solicitation become the property of the State. All responses will be open to the public under the Illinois Freedom of Information

Act (FOIA) (5 ILCS 140) and other applicable laws and rules and will become part of the publicly available procurement file. (30 ILCS 500/20-155).

1.15 Reservations: Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects.

The University may ask for a clarification via email, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers.

Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response.

1.16 Protest Review Office: Vendors may send a written protest to the Chief Procurement Office following the requirements of the Higher Education Standard Procurement Rules. (44 ILAC 4.5550).

For protests related to the solicitation, including specifications, the Protest Review Officer must receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin.

For protests related to awards or rejection of individual responses, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier.

Protests must be sent to:

Chief Procurement Office – Higher Education
Attention: Protest Review Office
401 S. Spring Street
Suite 513 Stratton Office Building
Springfield, IL 62706
Email: EEC.CPOHE@illinois.gov

The preferred method for receipt of protests is electronic via email. If sent electronically, protests do not need to be sent via regular postal mail.

1.17 Evaluation: Proposals shall be submitted in 3 parts: Responsiveness, Commitment to Diversity, and Price.

Each part of all proposals shall be evaluated and ranked independently of the other parts of all proposals. The results of the evaluation of all 3 parts shall be used in ranking of proposals. 30 ILCS 500/20-15.

The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation, as appropriate.

The University will determine how well responses meet the Responsiveness and Commitment to Diversity requirements. They will rank responses, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

The maximum number of points possible is 1000.

(Responsiveness 800 + Commitment to Diversity 200)

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

1.17.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and requirements that, by law, must be part of the submission and are not curable, a Vendor may be required to correct immaterial deficiencies that have negligible impact on the suitability of the supply or service to meet the University's needs as a condition of further evaluation.

1.17.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed. 44 ILAC 4.2038 and 4.2039.

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

1.17.1.4 Responsiveness Elements

The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is 800.

Responsiveness Elements	Maximum # of Points Possible
Project Experience, Staff Experience/Expertise	300
References	200
Vendor proposal for master plan process	300
TOTAL	800

1.17.1.5 Demonstration or Presentation

Demonstration or Presentation ☒ will ☐ will not be conducted.

Vendors will advance to a demonstration or presentation based on the following criteria:

Top scoring vendors as determined by a clear break in scoring

Demonstrations or Presentations:

☐ will be included in scoring the proposal

☒ will be held to confirm the validity of the written proposal.

1.17.2 Commitment to Diversity: 30 ILCS 500/20-15 requires Offerors to show a demonstrated commitment to diversity and requires the allotment of points for Commitment to Diversity. Commitment to Diversity shall account for 20% of the points assigned to the technical part (excluding price). The chart below shows the Commitment to Diversity elements and the maximum number of points available for each element. The total number of points available for Commitment to Diversity is 200 points.

The University will evaluate the information provided in the Offeror's response to Commitment to Diversity (Section 7.2) and the quality of that information based on the elements below.

Commitment to Diversity Elements	Maximum # of Possible Points
Whether or how well the Offeror, on the solicitation being evaluated, met the goal of contracting or subcontracting with businesses owned by women, minorities, or persons with disabilities (inapplicable if there is no goal on the solicitation).	30

Whether the Offeror, on the solicitation being evaluated, assisted businesses owned by women, minorities, or persons with disabilities in obtaining lines of credit, insurance, necessary equipment, supplies, materials, or related assistance or services.	25
Percentage of prior year revenues of the Offeror that involve businesses owned by women, minorities, or persons with disabilities.	30
Whether Offeror has a written supplier diversity program, including, but not limited to, use of diverse vendors in the supply chain.	30
Whether Offeror has a training or mentoring program with businesses owned by women, minorities, or persons with disabilities.	25
Percentage of members of the Offeror's governing board, senior executives, and managers who are women, minorities, or persons with disabilities.	30
Whether Offeror has demonstrated commitment to diversity through its participation in community-based diversity programs within the past year.	30

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

1.17.4 Price: After completion of the responsiveness evaluation, price information from all offers will be opened, evaluated for compliance with pricing requirements and ranked from lowest to highest price.

Using this information, we will attempt to negotiate a fair and reasonable price with the Vendor determined to be the best qualified. If we cannot negotiate a fair and reasonable price, we reserve the right to negotiate with the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's

qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.

1.18 Award: The solicitation may be cancelled before or after opening when determined to be in the State's best interest. (44 ILCA 4.2040(a)). If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another Vendor. The University is not bound to award a contract under this solicitation or to enter into a contract after award. If the University issues an award, the award will be made to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this solicitation and price.

1.18.1 The University will post a notice to the Bulletin identifying the most responsive and responsible vendor. Awards are not final until all protests are resolved. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract.

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

End of Instructions

Sections 2 through 17 of this solicitation must be returned with Vendor's response as set forth in the following pages.

2 Offer to the University

This offer includes the following provisions that are fully incorporated as material components of the offer.

Vendor to complete the items below and include with response in accordance with Section 1.5.1

Section 2	Vendor's Offer Letter completed & signed	☐ Yes	
Section 3	BEP Utilization Plan	☐ Yes	☐ N/A
Section 4	VBP Utilization Plan	☐ Yes	☐ N/A
Section 5	Preferences & Special Programs	☐ Yes	☐ No
Section 6	Response to Statement of Work	☐ Yes	
Section 7	Commitment to Diversity	☐ Yes	
Section 8	Subcontracting	☐ Yes	☐ No
Section 9	Contract Term	☐ Yes	
Section 10	Pricing and Payment		
	10.1 Pricing Offer	☐ Yes	
	10.2 Type of Pricing	☐ Yes	
	10.3 Discount	☐ Yes	☐ No
	10.4 Renewals	☐ Yes	☐ N/A
	10.5 Bid/Performance Bond	☐ Yes	☐ N/A
	10.6 through **10.12** Additional Payment Terms	☐ Yes	
Section 11	Standard Terms & Conditions	☐ Yes	
Section 12	References	☐ Yes	☐ None Required
Section 13	Vendor's Claim for Confidentiality	☐ Yes	☐ None Requested
Section 13	Redacted Copy included	☐ Yes	☐ No
Section 14	Vendors Exceptions to Standard Terms & Conditions	☐ Yes	☐ No
Section 15	Vendor Supplemental Terms & Conditions	☐ Yes	☐ None Stated
Section 16	University Supplemental Terms & Conditions	☐ Yes	☐ None Requested

Section 17 Certifications & Disclosures

(Vendor must include either Form A – Vendor Disclosures or Form B – IPG Active Registered Vendor Disclosures with their response)

17.1 Form A – Vendor Disclosures – for vendors who do not have an active, unexpired IPG Number ☐ Yes ☐ No

OR

17.2 Form A – Vendor Disclosures or Form B – IPG Active Registered Vendor Disclosures –for vendors who do have an active, unexpired IPG Number ☐ Yes ☐ No

In submitting this response, I certify that we have made no changes to the original content of this solicitation, attachments, or other related procurement documents, either text or graphics, whether transmitted electronically or hard copy. By completing and signing this offer, I make an offer to the University that the University may accept, and we will enter into a contract on this basis.

By signing this Offer Letter, I am confirming that I have reviewed the entire solicitation, including all instructions, referenced documents, and any applicable addenda to the solicitation. On that basis, as the authorized representative of the Vendor, I am submitting this offer to perform in full compliance with this solicitation.

Vendor Name: _____

Signature of Authorized Representative: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____

3 Business Enterprise Program (BEP) Goal
Minorities, Women and Persons with Disabilities Program (BEP)

☒ Yes, there is a BEP goal of 5%.

This solicitation contains a goal to include businesses owned and controlled by minorities, women and persons with disabilities in the State's procurement and contracting/subcontracting processes. If a BEP goal is identified above, vendor must complete and attach the Utilization Plan. A Utilization Plan demonstrates a vendor's proposed utilization of vendors certified by the Business Enterprise Program to meet the targeted goal. The Utilization Plan shall demonstrate that the Vendor has either: (1) met the entire contract goal or (2) requested a full or partial waiver and made Good Faith Efforts towards meeting the goal.

The fillable Utilization Plan may be found at:
https://cei.illinois.gov/purchasing-entity-resources/compliance.html

The Good Faith Effort Guidance may be found at:
https://cei.illinois.gov/purchasing-entity-resources/compliance.html

The University established the BEP goal in the solicitation using NIGP Commodity and Service Codes representing the scope of work. All BEP certified vendors identified by these NIGP Commodity and Service Codes must be contacted by email and phone to satisfy the Good Faith Effort requirements. Vendors are found in the NIGP Commodity and Service Codes search on the BEP and/or VBP Certification Directory located at https://supplierdiversitymanagementportal.illinois.gov/home.aspx.

Applicable NIGP Commodity and Service Codes:

907-83 - Testing Services
918-12 - Analytical Predictive Studies and Surveys Consulting
918-19 - Buildings, Structures and Components Consulting
918-25 - Compliance Consulting, Including American Disabilities Act (ADA)
918-52 - Food Service Consulting
918-63 - Housing Consulting
918-90 - Strategic Planning and Consulting
925-37 - Facilities Design Engineering
992-39 - Electrical Systems Testing Services
992-47 - HVAC System Testing, Balancing and Troubleshooting Services

Subcontractors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal.

If a Utilization Plan is required, the properly completed Utilization Plan is due at the time of response submission. Failure to complete and include a Utilization Plan shall render a

response non-responsive and is not curable. 30 ILCS 575/4(e). Non-responsive offers will be rejected.

Complete requirements for BEP certification may be found at:
https://cei.illinois.gov/vendor-resources/get-bep-certified.html

☐ No, there is no BEP goal

4 Veteran Business Program (VBP) Goal

☐ Yes, there is a VBP goal of _____%.

This solicitation contains a goal to include businesses owned and controlled by veteran small business certified vendors in the State's procurement and contracting/subcontracting processes. If a VBP goal is identified above, vendor must complete and attach the Utilization Plan. A Utilization Plan demonstrates a vendor's proposed utilization of certified Veteran Business Program (VBP) vendors to meet the targeted goal. The Utilization Plan shall demonstrate that the Vendor has either: (1) met the entire contract goal or (2) requested a full or partial waiver and made Good Faith Efforts towards meeting the goal.

The fillable Utilization Plan may be found at:
https://cei.illinois.gov/purchasing-entity-resources/compliance.html

The Good Faith Effort Guidance may be found at:
https://cei.illinois.gov/purchasing-entity-resources/compliance.html

The University established the VBP goal in the solicitation using NIGP Commodity and Service Codes representing the scope of work. All VBP certified vendors identified by these NIGP Commodity and Service Codes must be contacted by email and phone to satisfy the Good Faith Effort requirements. Vendors are found in the NIGP Commodity and Service Codes search on the BEP and/or VBP Certification Directory located at https://supplierdiversitymanagementportal.illinois.gov/home.aspx.

Applicable NIGP Commodity and Service Codes: XXXXX

Subcontractors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal.

If a Utilization Plan is required, the properly completed Utilization Plan is due at the time of response submission. Failure to complete and include a Utilization Plan shall render a response non-responsive and is not curable. 30 ILCS 575/4(e). Non-responsive offers will be rejected.

Complete requirements for VBP certification may be found at:
https://cei.illinois.gov/programs0/veterans-business-program.html

☒ No, there is no VBP goal.

5 Preferences & Special Programs

By completing and returning this Section 5 as part of my response, I am stating that I believe we are eligible for the preferences or special programs shown below and have checked each that applies to this offer. I understand that the University reserves the right to make a final determination regarding whether the preference or special program applies.

- ☐ Resident Bidders or Offerors (30 ILCS 500/45-10)
- ☐ Soybean Oil-Based Ink and Vegetable Oil-Based Ink (30 ILCS 500/45-15)
- ☐ Recycled Supplies (30 ILCS 500/45-20)
- ☐ Compostable Foodware/Recyclable Foodware (30 ILCS 500/45-23)
- ☐ Recyclable Supplies (Paper) (30 ILCS 500/45-25)
- ☐ Environmentally Preferable Procurement (30 ILCS 500/45-26)
- ☐ Not-for-profit Agencies for Persons with Significant Disabilities (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)
- ☐ Veterans (30 ILCS 500/45-57)
- ☐ Encouragement to Hire Qualified Veterans (30 ILCS 500/45-67)
- ☐ Veterans Preference (330 ILCS 55)
- ☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- ☐ Biobased Products (30 ILCS 500/45-75)
- ☐ Historic Area Preference (30 ILCS 500/45-80)
- ☐ HUBZone Business Contracts (30 ILCS 500/45-95)
- ☐ Illinois Bidders Preference (30 ILCS 500/45-105)
- ☐ Procurement of Domestic Products Act (30 ILCS 517)
    - ☐ Product(s) is Manufactured in the United States (30 ILCS 517)
    - ☐ Product(s) is Manufactured in Illinois (30 ILCS 517)
- ☐ Public Purchases in Other States Act (30 ILCS 520)
- ☐ Illinois Mined Coal Act (30 ILCS 555)
- ☐ Steel Products Procurement Act (30 ILCS 565)
- ☐ Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575)

Vendor offers the following explanation of qualification for the preference or special programs checked above if applicable, vendor must include a list of items that qualify for the preference: _____

_____

_____

_____

6 Statement of Work

Respond to each item requested and detail how it will meet the requirement.

6.1 Overview of the University's Need:

Illinois State University (ISU/University) is a publicly supported higher education institution (awarding baccalaureate, masters, and doctoral degrees in numerous academic disciplines) located in Normal, Illinois. The University's campus supports an enrollment of approximately 21,000 students.

Illinois State University houses 6,700 students on campus in one of nine housing facilities owned and operated by the University. ISU requires students to live on campus for two years after graduating high school to support their developmental needs, leading to a successful undergraduate experience.

Illinois State University provides a full-service, in-house food operation on campus. ISU currently serves approximately 8,000 meal plan holders in addition to non-meal plan holders, faculty, and staff. ISU operates two residential dining facilities, a catering service, and six retail style food venues. ISU requires all students living on campus to have a meal plan with the University.

The University is seeking to perform a three-phase assessment of Housing and Dining operations:

Phase I: Facility Condition Assessment of Housing and Dining facilities

Goal: In-depth physical assessment of all facilities including infrastructure and systems estimating the cost of repairs and upgrades, developing a long-term maintenance plan to prevent future issues, prioritizing repairs or upgrades based on urgency or cost, identifying opportunities to improve energy efficiency and reduce costs.

Phase II: Analysis Phase – Assess Housing and Dining operations

Goal: Conduct in-depth analysis of Housing and Dining operations including benchmarking against other institutions of similar size and location taking into consideration student preferences/desires. Assess other aspects of the operations as determined by Housing and Dining (refer to Appendix 1 and 2).

Phase III: Master Plan Development and Delivery – Produce a 10-year master plan for Housing services and a 10-year master plan for Dining services.

Goal - Housing Services: To provide a strategic framework for facilities, financial sustainability, and student housing needs over the next decade. (refer to Appendix 1)

Goal - Dining Services: To enhance the University's dining program by increasing revenue, expanding seating capacity, optimizing meal plans, growing retail dining, and improving operational efficiencies to ensure a high-quality, accessible, and financially sustainable dining experience. (refer to Appendix 2)

6.2 Specifications and Requirements:

6.2.1 Project Experience: Respondent must be qualified to provide the requested service as demonstrated by a work history of completing similar projects. The University prefers 10 years of previous experience. Provide evidence of relevant experience by submitting a narrative that addresses the below requirements.

A. Provide a brief introduction of the Vendor and subcontractors (if applicable). The introduction should include the size and location of the Vendors' operation, number of years of operation, and the philosophy and values of the Vendor.

B. Describe the ability to perform the services as reflected by the technical training, education, and general experience of the Vendor.

C. Provide relevant project experience including complete project descriptions of a minimum of 5 previous projects at universities/colleges that are similar in nature to the proposed project. Include the following information: the timeline for the project, whether the vendor was able to complete the project on the proposed timeline, what the goals were and how they were met, and what the end product was.

6.2.2 Staff Experience and Expertise: It is the expectation of the University that a qualified team will be assigned to the project. Once a team has been selected should one or more members become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval by the University. This team should have relevant project experience. Provide evidence of relevant experience by submitting a narrative that addresses the below requirements. If Vendor elects to use a subcontractor for any portion of the assessment, the University reserves the right to approve or deny any proposed subcontractor.

A. Identify by name and title the individual(s) that will be assigned to work on this project. Include a resume/bio (of each individual) that identifies their field/specialty, years of experience, describes their specific experience in providing similar services, and

identifies any professional licenses they possess that will be relevant to the project.

B. Detail the abilities of the proposed team to perform the requested services.

C. Detail the proposed team's current and planned projects and capacity to serve this project.

D. Describe the proposed team's expertise and demonstrated success in gathering, consolidating, and resolving input from multiple stakeholders.

E. Describe the proposed team's ability to present work product to varying groups of stakeholders throughout a project.

6.2.3 Vendor Proposal for Evaluation Process: The University seeks an assessment process to develop master plans that fulfill the criteria listed in the master plan overviews (Appendix 1 and 2). The University is requesting that Vendors produce four reports after assessment. Vendor may also be required to present the results to key stakeholders at the University.

The proposed timeline is as follows:

Phase I: Assessment done after students leave for Summer.
June-August 2025

Phase II: Assessment done when students return for Fall semester.
August-December 2025

Phase III: Will begin after analysis is complete in Phase I and II. Utilize all information to create (2) 10-year master plan documents. The Dining document should take into consideration the recommendations in the Housing document.
August-December 2025.

Provide a description of the process addressing the below requirements.

A. Provide a detailed explanation of how you will approach each phase of the project.

B. Will you be able to meet the deadlines established. If not, provide an alternative timeline for the project.

C. Provide a list of project deliverables, include samples of deliverables from previous master planning projects.

D. Explain any anticipated challenges that are expected throughout the process.

6.3 Milestones and Deliverables:

(1) Facilities Assessment report for Housing Services
(1) Facilities Assessment report for Dining Services
(1) 10-year Master Plan package for Housing Services
(1) 10-year Master Plan package for Dining Services

6.4 Vendor and Staffing Specifications: See 6.2 Specifications and Requirements.

6.5 Transportation and Delivery: Not applicable.

6.6 Location where Services are to be Performed:

Section 25-65 of the Illinois Procurement Code requires Vendors whose contracts call for the provisions of services to the State to identify where those services, including by subcontractors, will be performed and whether any services will be performed outside the United States. If this solicitation does not include any services, this section does not apply.

This solicitation includes services: ☒ Yes ☐ No

6.6.1 Unless otherwise shown in this section, all services must 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 consideration in the evaluation based on work being performed in the United States, it will be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer gives a written determination that it is in the best interest of the University.

6.6.2 Services will be performed outside the United States: ☐ Yes ☐ No

Location where services will be performed: _____
Percentage of services to be performed at this location: _____
Anticipated value of services performed at this location must be included in the final contract.

7 Commitment to Diversity

7.1 Instructions

An Offeror responding to a Request for Proposal must show a demonstrated Commitment to Diversity and return the information requested within this section with their offer. Please read this entire section and provide the requested information as applicable and per the instructions**.**

Section 7 must be completed and signed. Section 7 and all supporting documentation must be included in Packet 7. note that when the solicitation has a BEP goal, completion and submission of the Utilization Plan in section 3, is a separate requirement from the completion of this section.

7.2 Commitment to Diversity Elements

Provide responses and indicate whether the elements are met by checking the boxes.

☐ On the solicitation being evaluated, Offeror met the goal of contracting or subcontracting with businesses owned by women, minorities, or persons with disabilities (inapplicable if there is no goal on the solicitation).

☐ On the solicitation being evaluated, Offeror assisted businesses owned by women, minorities, or persons with disabilities in obtaining lines of credit, insurance, necessary equipment, supplies, materials, or related assistance or services.

Vendor Name:	
Vendor Name:	
Vendor Name:	

☐ Percentage of prior year revenues of the Offeror that involve businesses owned by women, minorities, or persons with disabilities. That percentage is indicated below.

☐ Offeror has a written supplier diversity program, including, but not limited to, use of diverse vendors in the supply chain. Offeror must include its written supplier diversity program in Packet 7.

☐ Offeror has a training or mentoring program with businesses owned by women, minorities, or persons with disabilities. Offeror must include details of the training or mentoring program in Packet 7.

☐ Percentage of members of the Offeror's governing board, senior executives, and managers who are women, minorities, or persons with disabilities. This percentage is listed below. Additional documentation is included in Packet 7.

☐ Offeror has demonstrated commitment to diversity through its participation in community-based diversity programs within the past year. Please describe below. Additional documentation is included in Packet 7.

7.3 Signature

The undersigned certifies that the statements set forth in this document are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he or she verily believes the same to be true.

Signature: Date:

Printed Name: Title:

8 Subcontracting:
Subcontracting ☒ is allowed ☐ is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform part of the work covered by the contract.

8.1 The maximum percentage allowed to be provided by a subcontractor is 75%.

8.2 Will subcontractors be used? ☐ Yes ☐ No

If "Yes", Vendor must name any subcontractor(s) who will have a subcontract with an estimated value of $100,000 or more.

Subcontractor name:
Address:
Description of work:
Estimated Amount to be paid:

Note: Add additional page for additional subcontractors if needed

All subcontracts must include the Certifications, any other required registrations, and the Financial Disclosures and Conflicts of Interest or Financial Disclosure Affidavit for contracts over $100,000 annually, completed, and signed by the subcontractor. The Financial Disclosures Affidavit may be used, under the circumstances referenced in 30 ILCS 500/50-35(j), in place of the full vendor Financial Disclosures and Conflicts of Interest otherwise required by the Procurement Code.

8.3 The Vendor must obtain approval of the University to add or substitute subcontractors during the term of any resulting contract and give the information shown in Subsection 8.2. If the Prime Vendor wishes to substitute its BEP/VSB certified subcontractor, a BEP/VSB certified vendor Utilization Plan and Participation Agreement must be executed and submitted to the University within five (5) business days of Vendor's receipt of the University approval for the substitution.

8.4 The Vendor must provide the names and addresses of all subcontractors, including additional or replacement subcontractors, to be used by the Vendor in the performance of the resulting contract, together with a description of the work to be performed and the amount of money that each subcontractor is expected to receive under a subsequent contract.

9 Contract Term

9.1 Initial Term

Any contract resulting from this solicitation will have an estimated initial term of one (1) year.

If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.

The maximum term of the resulting contract, including any renewal terms or extensions, must not exceed ten (10) years.

Vendor must not begin, and will not be paid for, any billable work prior to the start date of the contract or receipt of an executed purchase order.

9.2 Renewals

9.2.1 The resulting contract ☐ will ☒ will not have renewal options. If no renewals options are allowed, the contract will not be renewed.

9.2.2 The contract will not renew automatically nor solely at the Vendor's choice.

9.2.3 The University reserves the right to renew for a total of <# of renewal options and length of renewal term>. The terms and conditions will be the same as the original contract, unless otherwise specified. The University may renew the resulting contract for any or all of the renewal option periods, may exercise any of the renewal options early, and may exercise more than one option at a time when in the best interest of the University based on continuing need and favorable market conditions. The universities' right to renew is subject to requirements of the BEP Act. (30 ILCS 575).

9.2.4 Renewal pricing will be included in calculating the total cost to determine lowest bid. Renewal pricing must be included in the Vendor's response, if applicable, or Vendor will be deemed non-responsive.

9.2.5 Prior to any renewal, the University will confirm that Vendor has met all requirements of the contract, including BEP/VBP utilization.

The University will review the contract to determine whether:

i. any established BEP goal is being met by the vendor;
ii. the established BEP goal should be increased;
iii. a BEP goal should be set, if one was not previously set;
iv. the contract should be re-bid/re-solicited if the vendor has not shown good faith efforts toward meeting the BEP goal. (30 ILCS

575/8i (a, b, c)).

The University will review renewals at least 6 months prior to renewal to allow adequate time to rebid if it is determined that the prime contractor has not demonstrated good faith efforts towards meeting the contract goal. (30 ILCS 575/8i (d)).

9.3 **Indefinite Quantity Contract**: The resulting contract ☒ will ☐ will not be an indefinite quantity contract. An indefinite quantity contract is a contract for an indefinite amount of supplies or services furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type. (44 ILAC 4.2055(g)).

9.4 **Termination for Cause:** The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor for any of the conditions referenced in 4.2065(a) of the Administrative Rules. (44 ILAC 4).

Prior to terminating, the University will give written notice to the Vendor to cure the problem by a specific date. If not cured by that date, the University may terminate the contract without further written notice, retaining the rights to seek any available legal or equitable remedies or damages, or the University may enforce the terms and conditions of the contract.

9.5 **Termination for Convenience:** The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the contract in whole or in part and without penalty or incurring any further obligation to the Vendor. The Vendor will be entitled to compensation for supplies and/or services provided in compliance with the contract through the date of termination.

10 Pricing and Payment

10.1 Pricing Offer:

Below provide a price breakdown by phase:

Phase I: _____

Phase II: _____

Phase III: _____

Total Price: _____

Price increases due to an increase in wage rates, materials, equipment, or in any other of Vendor's costs, or payment of premium wages for overtime work will not be allowed. Vendor's total price must include transportation, transit insurance, delivery, installation, reimbursable allowance and any other costs.

10.2 Type of Pricing: Pricing under the resulting contract will be ☐ firm ☐ estimated

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

10.4 Renewals: The price for renewals will be the same rate as for the initial term unless otherwise shown in this section. If renewals are requested, all renewal pricing will be included when calculating the lowest cost bid and must be included with Vendor's response.

10.5 Bid / Performance Bond: If a bid bond is required, the Vendor must send the bond with the response. If a performance bond is required, the Vendor must send the bond to the Solicitation Contact within 10 days after award. Bonds must meet statutory requirements and be issued by a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.

☐ Bid Bond <$ or %>
☐ Performance Bond <$ or %>
☒ No Bond is Required

10.6 Invoicing:

10.6.1 Vendor will invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final

payment until all services, supplies, reports, or other deliverables specified have been completed in a form satisfactory to the University. Send invoices to:

Office of the Vice President for
Student Affairs
Illinois State University
Campus Box 2100
Normal, IL 61790-2100
studentaffairs@ilstu.edu

10.6.2 By submitting an invoice, Vendor certifies a) compliance with the contract, b) the supplies or services provided meet all requirements of the contract, and c) the amount billed, and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210). University may withhold final payment until all services, supplies, reports, or other deliverables specified have been completed in a form satisfactory to the University.

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

10.7 Minority Contractor Initiative: The State Comptroller requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any bidder or offeror 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, other than statewide master contracts, is required to pay a fee of $15. The State Comptroller will deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.

10.8 Procurement of Domestic Products: It is the policy of the State of Illinois to use State procurements to maximize the use of goods, products, and materials produced in Illinois. (30 ILCS 517). If this procurement is for a product, then preference shall be given to a product manufactured in the United States. The preference shall not be given if the procurement includes a service.

At the time of bid or offer submission, vendor must affirmatively declare in Section 5 that the product being proposed to the State is manufactured in the United States and/or Illinois. The University may request documentation verifying the product's manufacturing origin. The University shall purchase the product manufactured in the United States and/or Illinois unless the University determines that any of the following applies: (1) the procured products is not manufactured in the United States in reasonably available quantities, or (2) the price of the procured products

manufactured in the United States exceeds the price of available and comparable procured products manufactured outside of the United States by 12% or more, or (3) the quality of the procured products manufactured in the United States is substantially less than the quality of the comparably priced, available, and comparable procured products manufactured outside of the United States, or (4) the purchase of the procured products manufactured outside of the United States better serves the public interest by helping to protect or save life, property, or the environment, or (5) the purchase of the procured products is made in conjunction with contracts or offerings of telecommunications, fire suppression, security systems, communications services, Internet services, or information services, or (6) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the federal Food, Drug and Cosmetic Act (30 ILCS 517).

If there is a tie between 2 bidders or offerors who have certified that they will provide products manufactured in the United States, the bidder or offeror that certifies it will provide products manufactured in Illinois shall be given preference. At the time of bid or offer submission, vendor must affirmatively declare in Section 5 that the product being proposed to the State is manufactured in Illinois.

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

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

10.11 Prevailing Wage: Certain services require Vendors to pay prevailing wage rates. See Section 16 for University Supplemental Terms and Conditions. If applicable, Vendor and its subcontractors must pay employees prevailing wages in the locality in which the work is to be performed. Vendor must file certified payrolls to the University as required by the Illinois Prevailing Wage Act (820 ILCS 130/5). Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html

10.12 Availability of Appropriation: (30 ILCS 500/20-60): The contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend the contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds

needed are insufficient for any reason, the University has discretion on which contracts will be funded.

11 Standard Terms and Conditions

11.1 Assignment and Novation The contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University.

11.2 Audit / Retention of Records: Vendor and its subcontractors (if allowed in Section 8) must keep books and records relating to the performance of the resulting contract or subcontract that are necessary to support amounts charged to the University.

11.2.1 Books and records, including information stored electronically, must be kept 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 (if allowed in Section 8) for a period of three years from the later of final payment under the contract or completion of the subcontract.

11.2.2 If federal funds are used to pay contract costs, the Vendor and its subcontractors (If allowed in Section 8) must keep its records for a minimum of five years after completion of work.

11.2.3 Books and records required to be kept under this section must be available for review or audit by representatives of the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors (if allowed in Section 8) must cooperate fully with any such audit and with any investigation conducted by any of these entities.

11.2.4 Failure to keep books and records required by this section will 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.

11.2.5 The Vendor or subcontractors (if allowed in Section 8) will not impose a charge for audit or examination of their respective books and records (30 ILCS 500/20-65).

11.3 Time is of the Essence: Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor must continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.

11.4 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.

11.5 Force Majeure: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration. Neither party shall be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to events such as (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of either party. In the event of any such delay both parties shall negotiate an equitable adjustment period or either party may terminate the Agreement after sixty (60) days if the event cannot be remedied during the equitable adjustment period. Notwithstanding the foregoing, under no circumstances will any force majeure event excuse University's payment obligations under this Agreement for services satisfactorily rendered.

11.6 Confidential Information: Each Party to any resulting contract, including its agents and subcontractors (if allowed in Section 8), may have or gain access to confidential data or information owned or kept by the other Party while carrying out its responsibilities under that contract. Vendor, its agents and substitutes, will presume all information received from the University or to which it gains access under this solicitation and resulting contract is confidential.

11.6.1 Vendor information, unless marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, will be considered public.

11.6.2 No confidential data collected, maintained, or used during performance of the contract will 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 all confidential data collected, maintained, created, or used during 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.

11.6.3 The foregoing obligations will 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.

11.7 Freedom of Information Act: This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the contract. (5 ILCS 140).

11.8 Use and Ownership: All work performed, or supplies created by Vendor under any resulting contract, whether written documents, data, supplies, or deliverables of any kind, will be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing.

11.8.1 Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights and waives all claims that Vendor may have to such work, including any so-called "moral rights" in connection with the work.

11.8.2 Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work will be subject to confidentiality provisions of the executed contract.

11.9 Indemnification and Liability: The Vendor will indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents, and volunteers from 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; (c) any act, activity, or omission of Vendor or any of its employees, representatives, subcontractors (if allowed in Section 8), or agents; or (d) any actual or alleged claim that the services or supplies provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

Per Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party will be liable for incidental, special, consequential, or punitive damages.

11.10 Insurance: Vendor must, at all times during the term and any renewals, keep and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be changed or canceled until at least 30 days' notice has been provided to the University. Vendor must provide at a minimum: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-Owned Auto, in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance will not limit Vendor's obligation to indemnify, defend, or settle any claims.

11.11 Independent Contractor: Vendor will act as an independent contractor and not an agent or employee of the University.

11.12 Solicitation and Employment: Vendor must not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor will give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.

11.13 Background Check: Whenever the University believes it necessary for security reasons, the University may require background checks of Vendor's and subcontractor's (if allowed in Section 8) officers, employees, or agents. Vendor or subcontractor (if allowed in Section 8) will reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.

11.14 Applicable Law: Any resulting contract will be construed under 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 ILAC 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/8). The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

11.15 Compliance with the Law: The Vendor, its employees, agents, and subcontractors must follow all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the contract. Vendor must follow applicable tax requirements and will be current in payment of such taxes. Vendor must obtain at its own expense, all licenses, and permissions necessary for the performance of any resulting contract.

11.16 Expatriated Entities: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, may submit a bid for or enter into a contract with a State University if that business or any member of the unitary business group is an expatriated entity. (30 ILCS 50-17).

11.17 Sexual Harassment: Vendor shall have a sexual harassment policy in accordance with the Human Rights Act. (775 ILCS 5/2-105(A)(4)). A copy of the policy shall be provided to the University upon request. (30 ILCS 500/50-80)

11.18 Anti-Trust Assignment: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor will assign to the University rights, title, and interest in and to the claim or cause of action.

11.19 Contractual Authority: The University that signs the resulting contract will be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by the University, they do so as approving officer and will have no liability, personal or otherwise, to Vendor.

11.20 Notices: Notices and other communications will be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice will be considered to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

11.21 Modifications and Survival: Amendments, change orders, 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, will be ignored and the remaining provisions will be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, will survive termination.

11.22 Performance Record / Suspension: Upon request of the University, Vendor will meet to discuss performance or give contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to decide whether to continue the contract, whether to recommend suspension of the Vendor from future business with the University for a specified period, or to decide whether Vendor can be considered responsible on specific future contract opportunities.

11.23 Schedule of Work: Any work performed on University premises will be done during the hours determined by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.

11.24 Warranties for Supplies and Services

11.24.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) be new, unless otherwise specified, and conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months (or longer if so specified in writing), and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

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

11.24.3 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 will monitor performances of each individual and will reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University or State policies.

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

11.25 Reporting:

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

11.25.2 The State of Illinois encourages prospective Vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in proper circumstances. By August 31 of each year, the vendor must report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to

employment tax credit for hiring individuals in either of these groups (35 ILCS 5/216, 5/217). Contact the Illinois Department of Revenue for information about tax credits.

12 References

References ☒ are required ☐ are not required

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

Type of References: *Clients who had a project of similar scope completed, preferably Universities of a similar size.*

Number of Each Reference Type: *3*

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

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

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

13 Vendor Claim for Confidentiality

If Vendor requests confidential treatment of any part of its response, Vendor must, by the date and time for submission of responses identified in Section 1.5, send an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and must retain as much of the original response as possible. Along with the redacted copy, Vendor must show in Section 13 of its response the specific grounds in the Illinois Freedom of Information Act (FOIA, 5 ILCS 140) or other law or rule that supports application of confidential treatment. Vendor must list the provisions, shown by section number, for which it seeks confidential treatment, name the statutory basis under Illinois or other applicable law, and include a detailed justification for exempting the information from public disclosure.

Requests to keep entire responses confidential will not be honored. Requests for confidential treatment under FOIA will be considered. A request for confidential treatment will not supersede legal obligations under FOIA. Vendor agrees the State may copy the response to facilitate evaluation or to respond to requests for public records. Regardless of any request for confidential treatment, the State will disclose the successful Vendor's name, the substance of the response and the price. Requests for confidential treatment will not be honored unless Vendor provides (a) a separate redacted response submitted by the date and time for submission of responses and (b) Vendor's explanation and detailed justification for confidential treatment in Section 13.

Information submitted with a claim of confidentiality or exemption from FOIA may still be disclosed to the public if determined under applicable law that the claim or exemption does not meet the requirements for withholding the information under FOIA. (44 ILAC 4.2005(t)(2)). Materials submitted with a claim of confidentiality may also be disclosed pursuant to a lawful subpoena or court order. Vendor will hold harmless and indemnify the University, its Board of Trustees, the State of Illinois, and the State of Illinois's agencies, officers, employees, and agents from all costs, damages, and attorney's fees associated with the University, its Board of Trustees, the State of Illinois, or the State of Illinois's agencies, officers, employees or agents honoring Vendor's request for confidential treatment.

☐ Vendor is not claiming confidential information.

☐ Vendor has provided a redacted copy of the response and has shown below the page number, section, and statutory basis for each claim.

Page # / Section / Subsection #	Information being claimed as confidential. Include supporting information.	Statutory basis for exemption claim.

14 Vendor Exception to Standard Terms and Conditions

The University discourages taking exceptions to the Standard Terms and Conditions (Section 11) and doing so may impact the ability to award to the Vendor. Any exceptions must be noted on this page. State law shall not be circumvented by the exception process.

☐ Vendor does not take exceptions to the Standard Terms and Conditions

☐ Vendor takes the following exceptions to the Standard Terms and Conditions:

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

15 Vendor Supplemental Terms and Conditions

The Vendor may provide supplemental information in this section that supports their response. If attaching supplemental material, indicate as such in this section.

Vendor Supplemental Terms and Conditions ☐ are ☐ are not requested

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16 University Supplemental Terms and Conditions

- ☐ University Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)
- ☐ Successor Contractor (assume the collective bargaining obligations of prior employer and offer employment in any existing bargaining unit performing substantially similar work that will be performed by the successor contractor for service contracts. Does not apply to heating and air conditioning, plumbing service or electrical service contracts (30 ILCS 500/25-80)
- ☐ University Specific Terms and Conditions
- ☐ Other (describe)_____

17 Certifications and Disclosures

17.1 Form A – Vendor Disclosures

If Vendor is NOT registered in the Illinois Procurement Gateway (IPG) and does not have an active, unexpired IPG Number, Vendor must complete and attach Form A – Vendor Disclosures.

Form A – Vendor Disclosures may be found at:
https://cpo-highered.illinois.gov/content/dam/soi/en/web/cpo-he/documents/forms/form-a-vendor-disclosures-v24.1-11-13-23.docx

17.2 Form B – IPG Active Registered Vendor Disclosures

If Vendor is registered in the Illinois Procurement Gateway and has an active unexpired IPG Number, Vendor must complete and attach Form B – IPG Active Registered Vendor Disclosures. Form A – Vendor Disclosures is also acceptable.

An IPG Number is a seven-digit number beginning with the letters "IPG." The IPG system emails an IPG Number to the vendor when the vendor's registration is accepted and becomes active. If Vendor does not have a seven-digit number beginning with the letters "IPG," Vendor does not have an IPG Number.

Form B – IPG Active Registered Vendor Disclosures may which can be found at:
https://cpo-highered.illinois.gov/content/dam/soi/en/web/cpo-he/documents/forms/form-b-ipg-active-registered-vendor-disclosures-v.24.1-11.13.2023.pdf

Before using Form B – IPG Active Registered Vendor Disclosures, Vendor must check the Vendor Directory to ensure Vendor is registered and has an active unexpired IPG Number. The Directory is here: https://ipg.illinois.gov. Vendor must click on the "Vendor Directory" button to search the directory. If Vendor's name does not appear in the directory, Vendor does not have an active unexpired IPG Number.

APPENDIX 1

Housing Services Ten-Year Master Plan Overview

1. **Market Analysis & Enrollment Trends**
    a. Evaluation of current housing demand based on national/local trends and ISU's enrollment data benchmarking against other institutions of similar size and location
    b. Demographic projections for housing needs over 5-10 years
    c. Assessment of existing housing inventory and recommendations for future room types
2. **Financial Analysis**
    a. Review of room rates cost structures individually and as a whole to ensure financial sustainability
    b. Budget projections for operations, renovations, and new construction
    c. Analysis of financial risks and opportunities
3. **Facilities Assessment**
    a. Infrastructure evaluation, including major building systems and facility conditions
    b. Inventory analysis of traditional, suite, and apartment-style housing options
    c. Recommendations and timeline for renovations, new construction, and potential demolition
        i. Recommended security upgrades should be appropriate for the size and location of the facility and should be detailed in the proposal.
        ii. Renovations should be designed for all gender identities.
        iii. Emphasis on accessibility.
        iv. Provide opportunities and recommendations for additional spaces. This space should include but not be limited to opportunities to leverage space for student engagement.
        v. Provide for appropriate and expanding technology in the student rooms and public areas.
        vi. The financial plan must include a description of the renovation and an itemized accounting of estimated construction costs by category.
4. **Master Plan Development**
    a. Creation of a strategic plan to address student housing needs and growth
    b. Financial implications for short-term and long-term facility investments
    c. Stakeholder engagement to ensure alignment with student and institutional priorities

APPENDIX 2

Dining Services Ten-Year Master Plan Overview

1. **Financial Health & Operational Efficiency**
    a. Revenue analysis (residential meal plans, off-campus plans, flex dollars, retail, faculty/staff meals)
    b. Efficiency improvements in staffing structures, training, service speed, and technology solutions
    c. Cost control strategies, including food cost management and sustainable carry-out programs
    d. Evaluation of hours of operation for residential dining, optimizing based on sales data
2. **Residential Dining Programming**
    a. Facility and space utilization analysis to support future growth
    b. Expansion of dining seating to align with housing growth
    c. Evaluation of allergen-friendly dining programs and overall food variety
3. **Meal Plan Structure Optimization**
    a. Recommendations for meal plan flexibility, affordability, and revenue growth
    b. Review of meal plan structures (traditional, block, unlimited, declining balance) for residential, off-campus, and apartment students
    c. Analysis of potential off-campus dining plan options
4. **Retail Dining Programming**
    a. Assessment of current retail dining portfolio, including franchises and self-branded venues
    b. Evaluation of existing Starbucks and vending programs
    c. Feasibility study for new retail locations, including at the College of Engineering site
    d. Financial strategies to make retail operations self-sustaining
5. **Capital Project Plan**
    a. Prioritization of facility upgrades, new construction, and infrastructure investments
    b. Long-term financial planning to balance operational needs and revenue projections
    c. Cost-benefit analysis of proposed capital projects

END OF DOCUMENT