CONTRACTUAL AGREEMENT
Between
Illinois State Board of Education, for its Standards and Assessments Division
and
Hupp Information Technologies

This Contractual Agreement (this “Agreement”) is entered into by and between the Illinois State Board of Education (the “ISBE”) and Hupp Information Technologies (the “Contractor”) (collectively, the “Parties”, and each, a “Party”) under the authority of the Illinois Procurement Code, 30 ILCS 500 et seq. In consideration of the mutual covenants herewith contained and for other good and valuable consideration, the Parties hereby agree as follows:

1. Performance of the Services.
   a) General Requirements. The Contractor shall perform the services described in Exhibit A attached hereto (collectively, the “Services”). The Contractor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with the provisions of Exhibit A. The Contractor shall provide all personnel and materials necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent contractor. Neither the Contractor nor its personnel or subcontractors shall be considered agents or employees of ISBE or the State. The Contractor shall not enter into any agreements or other obligations on behalf of ISBE without ISBE’s prior written approval.
   b) Reporting. During the Term, the Contractor will submit written status reports weekly and provide an updated work plan with the first weekly status report each month. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment together with such other supporting documentation as ISBE may reasonably request.

2. Term and Termination. This Agreement shall become effective upon the date of execution or August 8, 2011, whichever is later, and shall, subject to any earlier termination as provided herein, terminate on June 30, 2013 (the “Term”). The Term may be extended at ISBE’s sole discretion for up to five additional one-year periods.

3. Payment, Expenses and Billing.
   a) Fees. For the due, proper and complete performance of the Services performed in accordance with this Agreement, ISBE shall compensate the Contractor a maximum amount (inclusive of any out-of-pocket costs and travel expenses incurred by Contractor in connection with the Services), not to exceed $3,240,000 (the “Contract Sum”), as outlined in Exhibit B, with the maximum amount of $1,698,886 payable from the effective date through June 30, 2012 and the maximum amount of $1,541,114 payable during the period of July 1, 2012 through June 30, 2013.
   b) Billings. For the period from the effective date through and including June 30, 2013, Contractor shall submit monthly invoices on the last day of the month. Billings shall be submitted to the contact person at the address listed in Paragraph 25 (a). If ISBE, in good faith, deems any deliverable or any Services required of the Contractor to be deficient, it may withhold payment billed by the Contractor until such deficiency is corrected. For each Fiscal Year of the Term, the Contractor must have any and all claims submitted by July 15 immediately following the end of the Fiscal Year. Any sums owing to Contractor for Services performed or costs incurred not so claimed by Contractor for the fiscal year not submitted by July 15th following the end of the preceding Fiscal Year shall not thereafter be claimable.
c) **Total Compensation.** The Contractor agrees that the amounts set forth in this Paragraph 3 represent the total amount of compensation to which the Contractor is entitled for the Services and any of the Contractor's other undertakings in this Agreement.

d) **Post Performance Review.** Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the Agreement.

4. **Subcontractor.**

a) **Designation of Subcontractors.** As of the effective date of this Agreement, the following subcontractor is expected to perform work pursuant to this Agreement and to be paid with funds provided for hereunder:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Anticipated amount (total cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Business Machines, Inc.</td>
<td>3201 West White Oaks Drive Park Place One Suite 204 Springfield, IL 62704</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td>Catalyst Consulting Group, Inc.</td>
<td>211 W. Wacker Dr. Suite 450 Chicago, IL 60606</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>Alice Campbell Staffing, Inc.</td>
<td>2121 West White Oaks Drive Suite D Springfield, IL 62704</td>
<td>$320,000.00</td>
</tr>
</tbody>
</table>

If during the term of this Agreement, the Contractor wants to retain additional subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE's prior written approval, comply with the provisions of Public Act 96-0795, and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:

- Name(s) and address(es) of subcontractor(s);
- Need and purpose for subcontracting;
- Measurable and time-specific services to be provided;
- Associated costs, i.e., amounts to be paid under subcontracts;
- Federal Employer Tax Identification Number for each subcontractor;

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

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

A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Contactor adds or changes any subcontractors, Contactor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer, of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Contractor's and subcontractor's risk.

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

3. **Rights to Work Product.**

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

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

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

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

6. **Confidential Information.**

a) **Acknowledgment of Confidentiality.** Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, (iii) information received by the recipient from a third party who was free to disclose it.

b) **Covenant Not to Disclose.** With respect to the other Party's Confidential Information the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

c) **Student and Other Records.** The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education and other records, the Contractor will limit access to said records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. At ISBE's request, any student records and educator social security numbers, Illinois educator identification numbers (IEIN), dates of birth and other non-release permissible educator information in the Contractor's
possession shall be permanently destroyed, and the Contractor shall provide written confirmation to ISBE upon destruction.

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

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

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

Upon the occurrence of a Contractor Default ISBE may, without prejudice to any other right or remedy ISBE may have under this Agreement or at law and/or in equity, terminate the Agreement and/or the Contractor’s right to perform Services under this Agreement. In either such case, ISBE may finish the Services by whatever method ISBE may deem expedient. Any damages incurred by ISBE as a result of any such Contractor default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to ISBE by the Contractor on demand.
d) Liquidated Damages. The late delivery or untimely performance of the Services required under this Agreement by the Contractor will cause irreparable harm to ISBE in light of its obligations under state and federal law. As a result, ISBE shall have the right to assess liquidated damages as set forth in this Subsection if the Contractor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement.

If the Contractor fails to meet any of the foregoing deliverable dates, the Contractor shall pay to ISBE liquidated damages of $3,000 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided; however, that no liquidated damages will be assessed during the time after delivery by the Contractor and while still under review by ISBE. Said amount is a good faith estimate of damages based on average salary, staff commitment, and time allocation to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout ISBE. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. ISBE may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent ISBE from claiming damages for subsequent failures to meet the time schedule.

9. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General’s Office arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or caused by any negligent act or omission to act (whether negligent, willful, wrongful or otherwise) by the Contractor, anyone directly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor to comply with any Laws applicable to the performance of the Services; (iii) breach of this Agreement, including without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent or other intellectual property right.

10. Insurance. The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:

a) A broad form Commercial General Liability Insurance policy, including a waiver of subrogation endorsement in favor of ISBE, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Contractor’s indemnification agreements in favor of ISBE, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Contractor’s Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $1,000,000 for Completed Operations and Products Liability.

b) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased and non-owned automobiles, written with a combined single limit of liability of not less than $500,000 for each occurrence of bodily injury and/or property damage.
c) A Workers’ Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer’s Liability Insurance with limits of liability of not less than (i) $500,000 for bodily injury by accident, each accident, (ii) $500,000 for bodily injury by disease, each employee, and (iii) $500,000 aggregate liability for disease.

d) A Professional Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of ISBE. The Professional Liability Insurance Policy must be written with a limit of liability of not less than $1,000,000 for each claim, and not less than $1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to, systems analysis, system design, programming, data processing, consulting, system integration, and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor’s indemnification agreements in favor of ISBE, shall be written on a “claims made” basis, and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Services.

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

11. Key Persons. The Parties agree that availability of and performances of Services by those named in the Contractor’s proposal are key to the satisfactory performance of this Agreement by the Contractor. The Contractor shall not substitute key personnel assigned to the performance of this Agreement without prior written approval from the ISBE project manager except as follows:

a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE: (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.

b) Should the key individual cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor’s performance of this Agreement.

12. Non-availability of Funding. Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.

13. Record-keeping. The Contractor shall maintain books and records relating to performance of the Agreement and necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and
records required to be maintained under this section shall be available for review or audit by the
Chief Procurement Officer, Internal Auditor, representatives of the purchasing entity (ISBE), the
Auditor General, and other governmental entities with monitoring authority, upon reasonable
notice and during normal business hours. The Contractor shall cooperate fully with any such
audit. Failure to maintain books and records required by this Paragraph shall establish a
presumption in favor of the State for the recovery of any funds paid by the State under the
Agreement for which adequate books and records are not available to support the purported
disbursement. The Contractor shall not impose a charge for audit or examination of the
Contractor's books and records.

14. Compliance with Laws. The Contractor shall comply with all existing and future laws,
regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to
the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or
approvals which relate to the provision of the Services. If the Contractor should discover any
discrepancy or inconsistency between the requirements of any Laws and the scope or nature of
the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or
inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.

15. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies
available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with
and in addition to, and not in limitation of, any other rights or remedies available to such Parties
at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE
and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or
consecutive exercise of a right or remedy provided for in any other provision hereof.

16. No Waiver. No course of dealing or failure of ISBE and/or the Contractor to enforce
strictly any term, right or condition of this Agreement shall be construed as a waiver of such
term, right or condition. No express waiver of any term, right or condition of this Agreement
shall operate as a waiver of any other term, right or condition.

17. Assignment. The Contractor may not assign this Agreement in whole or in part without
the prior written approval of ISBE.

18. Stevens Amendment. Contractor acknowledges it is subject to the provisions of Section
511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this
program. All announcements and other materials publicizing this program must include
statements as to the amount and proportion of federal funding involved.

19. Governing Law. This Agreement shall be governed by and construed in accordance with
the laws of the State of Illinois. Any claim against the State or ISBE arising out of this
Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The
State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois
does not waive sovereign immunity by entering into this Contract. In compliance with the Illinois
and federal Constitutions, the Illinois Human Rights Act, the US Civil Rights Act, and Section
504 of the federal Rehabilitation Act and other applicable laws and rules the State does not
unlawfully discriminate in employment, contracts, or any other activity.

20. Website Incorporation. ISBE expressly states that it will not be bound by any content on
the Contractor's website, even if the Contractor's documentation specifically referenced that
content and attempts to incorporate it into any other communication, unless ISBE has actual
knowledge of such content and has expressly agreed to be bound by it in a written agreement
that has been manually signed by an authorized representative of ISBE.
21. **Solicitation and Employment.** The Contractor shall not employ any person employed by the Illinois State Board of Education during the term of this contract to perform any work under this Contract. Contractor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this contract.

22. **Background Check.** ISBE may require the Contractor to conduct name based criminal history background checks or driver history background checks of any of Contractor's officers, employees or agents assigned to perform work under this Agreement. Copies of said background checks shall be provided to ISBE. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this contract in the event background checks reveal irregularities.

23. **Ethics Training.** The Contractor's employees assigned to provide Services under this Agreement shall, at least annually, at the time and in a form chosen by ISBE in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act. 5 ILCS 430/1 et. seq., sign a form acknowledging the completion of such training, and submit such form to ISBE's Ethics Officer by a date determined by ISBE on an annual basis.

24. **Anti-Trust Assignment:** If Contractor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Contractor shall assign to the State all right, title and interest in and to the claim or cause of action.

25. **General Provisions.**

a) **Notices.** All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by mailed or delivered to the following addresses:

<table>
<thead>
<tr>
<th>Illinois State Board of Education</th>
<th>Hupp Information Technologies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: John A. Evans, Ph.D.</td>
<td>Dean Hupp</td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td>President</td>
</tr>
<tr>
<td>Standards and Assessments</td>
<td>2021 Timberbrook Drive</td>
</tr>
<tr>
<td>100 North First Street, S-290</td>
<td>Springfield, IL 62704</td>
</tr>
<tr>
<td>Springfield, IL 62777</td>
<td></td>
</tr>
</tbody>
</table>

b) **Amendment.** This Agreement may only be amended in writing signed by both Parties.

c) **Entirety.** This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The intent of the Agreement is to include items and services necessary for the proper execution and completion of the Services by the Contractor, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the Agreement, whether or not such items and services are specifically mentioned herein.

d) **Construction/Order of Documents.** The Parties agree that in determining their rights and obligations to each other, the following order of precedence shall govern in the event of any conflict or inconsistency among the documents constituting this Agreement:

1. This Agreement, excluding the Exhibits;
2. Exhibits A, B, and D
3. Exhibit C

e) **Severability.** In case any provision in this Agreement is held to be invalid, illegal or
unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
i) **Time is of the Essence.** Time is of the essence of this Agreement.
g) **Authority to Execute.** Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
h) **Certifications and Assurances.** The Contractor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those Sections apply to this Agreement the same as though they were incorporated and included herein. The Contractor represents that all of the certifications and assurances set forth in Exhibit D attached hereto are and shall remain true and correct.
i) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
j) **Exhibits.** The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A – SCOPE OF SERVICES  
EXHIBIT B – CONTRACTOR'S COST PROPOSAL  
EXHIBIT C - SAMPLE SUBCONTRACTOR CERTIFICATIONS AND ASSURANCES  
EXHIBIT D - CONTRACTOR CERTIFICATIONS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**Illinois State Board of Education**

Christopher A. Koch, Ed.D.  
State Superintendent of Education  
8-11-11

**Hupp Information Technologies**

Dean Hupp  
Title: President  
Date: 08/05/2011

**Chief Financial Officer**

Linda Riley Mitchell  
Date: 8/14/2011

**General Counsel/Deputy Superintendent**

Darren Reisberg  
Date: 8/14/11
EXHIBIT A
SCOPE OF SERVICES

Exhibit A consists of the following:

- ISBE’s Request for Sealed Proposals (as modified): Fixed-Bid Contract – Redesign of the Illinois State Board of Education (ISBE) Teacher Certification Information System (TCIS) and Teacher Service Record (TSR) including Fiscal Information; and
- Contractor’ Work Plan and complete proposal.

Contractor agrees that, notwithstanding its Proposal, Contractor must fulfill all the requirements of ISBE’s RFSP.

Background

Public Act 96-0107, the P-20 Longitudinal Education Data System Act, requires ISBE to establish a data warehouse that includes an educator identifier system with the ability to match educators to students. The State plan for this identifier system includes the use of educator licensure and teacher course assignment information that will be collected in the redesigned TCIS and TSR systems. In addition to collecting the necessary data, ISBE needs to develop business rules for linking students and educators, so the data can be used in meaningful ways. ISBE will use data from the redesigned TCIS and TSR systems to 1) support districts in accurately characterizing the performance of teachers and administrators; 2) benefit institutions of higher education that prepare educators to fill positions requiring an ISBE credential, and 3) provide timely and accurate information for State and federal reporting and other purposes.

Current Status of TCIS and TSR

The existing TCIS system, which includes a TSR data storage component, is a LAN-based client server application created in 1996. This technology is no longer adequate to meet the needs of routine users at ISBE and in the State’s regional offices of education and 870 or so districts that operate more than 4,000 schools serving over two million students. In addition, 400,000 educators are expected to periodically access and use the system within the next few years, and ample system capacity is questionable. For these and other reasons, e.g., statute and rule changes over time, TCIS and its Web portal, the Educator Certification System (ECS) [ECS Web page: http://www.isbe.net/ECS/default.htm] need to be totally redesigned.

A related system in need of redesign is the TSR application on the ISBE Web Application Security (IWAS) system. IWAS is a Web portal that allows approved internal and external users of ISBE Web-based systems to access these systems using a single login name and password.

Since the 2006 school year, the TSR application on IWAS has been the means by which TSR data are reported to ISBE. Prior to this, ISBE collected the data on a paper form and offered electronic reporting that involved a data file being sent to ISBE that was exported from a system known as the Automated Reporting System (ARS). ARS was developed by the Teachers’ Retirement System (TRS) and, for several years, TRS allowed ISBE to use an adapted version of its system for electronic TSR reporting. TRS withdrew this option when it stopped using ARS and moved to Web-based reporting. With the change to reporting TSR data on IWAS, ISBE began collecting from more than just public school districts and special education cooperatives, i.e., regional offices of education and vocational centers employing teachers, administrators, and/or school service personnel were also expected to report TSR data to ISBE.

As with TCIS, the TSR application is not sufficient to address current user needs. In some instances, outmoded or unavailable design functions adversely impact the ability of districts to submit timely and accurate data. Aside from ease-of-use issues, there are critical design flaws. For example, the application does not allow an employed educator to be reported in TSR if the individual’s social security number (SSN) does not have a match in TCIS. In addition, limited infrastructure capacity impedes the
ability of districts that employ a large number of educators to submit data. During times of peak use, the speed of the application can slow to a virtual halt for all districts. It is important to note that the City of Chicago School District 299 cannot submit data to the system directly. Instead, the district must send a file to ISBE via alternative secure means and the file is then uploaded by ISBE staff to the application.

Contractor Services

ISBE wishes to retain the services of a qualified contractor to design, build, and implement two new Web-based systems: an educator licensing system called the Educator Licensure Information System (ELIS) and an educator information system called the Educator Service Record (ESR). The new systems are necessary to increase ISBE efficiency, better serve educators, maintain historical records in a confidential manner, and enhance the capacity of approved users to submit and extract data. ELIS and ESR will work in tandem with other systems as part of the Illinois longitudinal data system. Tasks to be undertaken by the selected contractor include the following:

- Design, build, test, implement, and document all specifications for ELIS, for the purpose of integrating and replacing numerous current processes for managing licensure applications, renewals, and inquiries;
- Design, build, test, implement, and document all specifications for a redesigned ECS Web portal called the ISBE Web Information System for Educators (WISE);
- Design, build, test, implement, and document all specifications for ESR, for the purpose of collecting educator data in a manner similar to the real-time and batch submission of student data through the ISBE Student Information System (SIS) [SIS Web page: http://www.isbe.net/sis/default.htm], including teacher course assignment data to be linked with student course assignment data captured in SIS and teacher and administrator performance evaluation data;
- Develop the business rules for student-educator linkages;
- Co-manage the ELIS and ESR projects with ISBE project managers;
- Develop and conduct training programs for internal and external users of the new systems, including how to use the software, protect the confidentiality of data resources, and ensure the validity, accuracy, and timeliness of data;
- Host a help desk during implementation to assist internal and external users of the new systems in solving problems of a programmatic or technical nature; and
- Provide post-implementation performance tuning and warranty support.

It is important for the new systems to be flexible enough to allow for future growth in the number of users and the amount of information to be collected, processed, maintained, and reported. For example, the systems must be able to accommodate--at no extra cost--additional codes for identified data elements, as well as new data elements that cannot be anticipated presently.

Computer firms that have existing base systems which meet Illinois’ criteria, or can be customized to meet Illinois’ criteria, are encouraged to apply. If a proposal that includes an existing base system is ranked in the top two, the bidder will be invited to demonstrate the system on site at ISBE before a contract is awarded.

ISBE Systems Environment

ISBE currently operates and supports a multitude of applications to conduct its business processes on various platforms using mainframe, client server, and Web-based technologies. Recent ISBE initiatives have incorporated the use of Web-based tools utilizing Microsoft® .NET as the primary application
The new ELIS and ESR systems will be browser and platform independent. They will run on either a Windows-based PC or a MAC. The systems will be constructed using the Microsoft® .NET technical platform. ISBE will provide a .NET framework standard for this project. The contractor will be expected to develop the project within this specified framework. The system will run under Internet Information Server (IIS) on one or more servers running Windows Server 2008 R2 Data Center Edition. All ISBE servers are virtual machines running on ESX hosts under VSphere 4.1. In addition, the selected contractor will be required to follow all current ISBE Web application development standards and policies.

Because ISBE is a Microsoft®-based shop, the technical solution must use Visual Basic .NET, ADO.NET, ASP.NET, JavaScript, and SQL Server 2008. SourceGear Vault will be used for version control. For additional information, see the Proposed Technical Environment starting on page 35 of this RFSP.

Specialized tools or software recommended for this effort should be priced as an option in the cost proposal and accompanied by a narrative justification. Bidders are cautioned to price their offering such that ISBE may choose not to use a recommended tool or software package.

The ELIS system will use IWISE for security, and the ESR system will use IWAS. All hardware resources required to house data and operate the RDBMS and reporting tools for the new systems will be paid for by ISBE from funds that are not included in the $4 million available for this project. The contractor will work with ISBE to define and confirm the hardware and server requirements and tune software, hardware, and network infrastructure for ELIS, IWISE, and ESR.

### Project Timelines

The following project timelines are estimated for the ELIS-IWISE-ESR project.

<table>
<thead>
<tr>
<th>Project Task</th>
<th>Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update the requirements for ELIS, IWISE, and ESR and prepare a plan to implement the new systems by June 2012</td>
<td>June 2011 – August 2011</td>
</tr>
<tr>
<td>Design the physical model for each new system, including logical models and schemas; standard and customized reports; and training and support materials</td>
<td>August 2011 – December 2011</td>
</tr>
<tr>
<td>Build and test the operational data stores and system loading and reporting, and implement the components</td>
<td>December 2011 – June 2012</td>
</tr>
<tr>
<td>Provide ongoing implementation support and warranty</td>
<td>July 2012 – June 2013</td>
</tr>
</tbody>
</table>

### Work Location and Schedule

ISBE anticipates that the primary work site for contract personnel hired to fulfill the requirements of this RFSP will be its office located at 100 North First Street in Springfield. Contract personnel assigned to work on-site at ISBE will be required to observe the ISBE holiday calendar as published by Central Management Services (CMS) at [www.cms.illinois.gov/cms2_services.asp/holidays.htm](http://www.cms.illinois.gov/cms2_services.asp/holidays.htm). The contractor
will not be required to be on site at all times during the project. The exact amount of time that a presence is required will be discussed during negotiations between ISBE and the selected contractor.

**Scope of Work**

**Overview**

ISBE is seeking a contractor to design, build, test, and implement ELIS, IWISE, and ESR and perform additional work specified in this RFSP. When designing the physical model for each new system, the contractor will be required to do the following:

- Incorporate specified features, per the requirements starting on page 26 of this RFSP.
- Construct, test, and implement the IWISE Web portal providing role-based access to ELIS via an intuitive, user-friendly interface.
- Rewrite and transition a set of reports that use ELIS and ESR as the primary data source and make these reports accessible through IWISE and IWAS as appropriate.

Implementation tasks for ELIS, IWISE, and ESR include the following:

- Develop and conduct training programs for internal and external users of the new systems, including providing training materials online;
- Develop help desk support materials and procedures for providing programmatic and technical assistance, and host a help desk for a limited period of time;
- Develop operations documentation and training materials, and perform knowledge transfer related to system processing and reports that allows ISBE technical staff to operate and maintain the new systems; and
- Provide ongoing performance tuning and warranty support for one (1) year after implementation.

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

- ISBE project managers – ISBE project managers from both programmatic and technical areas will be assigned to assist the contractor in managing the project.
- Staff expertise – ISBE will make available internal expert staff from both programmatic and technical areas to assist in the development of functional specifications.
- Legacy documentation – ISBE will provide existing documentation as needed to perform the services requested.
- Deliverable review – ISBE will provide staff to review and provide feedback on deliverables as part of the submission and approval process. The contractor’s work plan must include draft reviews of deliverables as they are developed. The contractor will be required to document expectations for all deliverables and should anticipate that formal demonstrations will be required before acceptance by ISBE.
- Implementation support – ISBE will provide technical assistance and change-management support, including user representatives to assist in testing and validation activities related to system functionality, training materials, and help desk activities.
- Technical staff for transition – Resources will be supplied to support knowledge transfer for the operation of ELIS, IWISE, and ESR.
Contract Deliverables

Bidders are required to propose a sequence of actions for producing the contract deliverables identified and explained below. Bidders may make recommendations for additional deliverables or additional content to improve the value of their offering. Bidders may also tailor their implementation approach and deliverable content to reflect, for example, a preferred way of working or the intended use of an existing base system. If additional deliverables or content are proposed, bidders must provide a crosswalk that details how these will be incorporated into the plan for providing required deliverables.

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

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

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

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

The required deliverables are summarized in the table below and further explained in the sections following the table. Also included in the table is the turnaround time (in business days) for ISBE to review each deliverable after submission.

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverables</th>
<th>Content</th>
<th>ISBE Days to Review after Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekly Status Reports</td>
<td>Weekly written reports providing the status of project activities</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Project Management Plan</td>
<td>Written plans detailing the project management components as required by this RFSP</td>
<td>5 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plan content will be developed jointly between the contractor and ISBE project managers</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Deliverables</td>
<td>Content</td>
<td>ISBE Days to Review after Submission</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>System Requirements</td>
<td>The requirements to be met for each new system</td>
<td>10 days</td>
</tr>
<tr>
<td>4</td>
<td>System Design</td>
<td>The design of each new system</td>
<td>10 days</td>
</tr>
<tr>
<td>5</td>
<td>Detailed Design</td>
<td>The detailed design components of each new system</td>
<td>10 days</td>
</tr>
<tr>
<td>6</td>
<td>Unit Test Plan</td>
<td>The unit test plan for the components of each new system</td>
<td>5 days</td>
</tr>
<tr>
<td>7</td>
<td>Software and Unit Testing Results</td>
<td>The results of unit testing for the components of each new system</td>
<td>5 days</td>
</tr>
<tr>
<td>8</td>
<td>System Test Plan</td>
<td>The system test plan for the components of each new system</td>
<td>5 days</td>
</tr>
<tr>
<td>9</td>
<td>System Test Scripts</td>
<td>The scripts and other materials used to support the performance of system testing</td>
<td>10 days</td>
</tr>
<tr>
<td>10</td>
<td>System Testing Results</td>
<td>The results of system testing</td>
<td>10 days</td>
</tr>
<tr>
<td>11</td>
<td>Acceptance Test Plan</td>
<td>The acceptance test plan for the components of each new system</td>
<td>5 days</td>
</tr>
<tr>
<td>12</td>
<td>Acceptance Test Scripts</td>
<td>The scripts and other materials used to support the performance of acceptance testing</td>
<td>10 days</td>
</tr>
<tr>
<td>13</td>
<td>Acceptance Testing Results</td>
<td>The results of the acceptance testing</td>
<td>10 days</td>
</tr>
<tr>
<td>14</td>
<td>Operations Training Materials</td>
<td>The materials developed in support of operations training for each new system</td>
<td>10 days</td>
</tr>
<tr>
<td>15</td>
<td>Operations Training Results</td>
<td>A document describing the delivery of operations training for each new system</td>
<td>5 days</td>
</tr>
<tr>
<td>16</td>
<td>Implementation Plan</td>
<td>The plan for implementing the components of each new system, including user change management and communications</td>
<td>10 days</td>
</tr>
</tbody>
</table>
### ELIS-IWISE-ESR Project Deliverables

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverables</th>
<th>Content</th>
<th>ISBE Days to Review after Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Pilot Implementation and Recommendations</td>
<td>The results of the pilot implementation for each new system and recommendations for adjustments and improvements for production implementation</td>
<td>5 days</td>
</tr>
<tr>
<td>18</td>
<td>Training and Support Materials</td>
<td>The materials developed for user training and help desk support for each new system</td>
<td>10 days</td>
</tr>
<tr>
<td>19</td>
<td>Implementation Memo</td>
<td>A memo that summarizes the implementation activities and results for each new system</td>
<td>5 days</td>
</tr>
<tr>
<td>20</td>
<td>Training and Support Memo</td>
<td>A memo that summarizes the results of delivering initial user training and help desk support to the users of each new system</td>
<td>5 days</td>
</tr>
<tr>
<td>21</td>
<td>Completion and Ongoing Support Memo</td>
<td>A memo that confirms completion of the ELIS-IWISE-ESR construction and implementation project and summarizes the results of the ongoing support effort</td>
<td>5 days</td>
</tr>
</tbody>
</table>

**Deliverable 1: Weekly Status Reports**

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

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

**Deliverable 2: Project Management Plan**

The contractor will develop a project management plan that includes the following components:

- Project Work Plan – A plan that defines tasks, timeframes, and resources to be performed for the project. The plan must be updated on a regular basis and provided to ISBE project managers with the first weekly status report each month;
- Issue and Risk Management Plans – The contractor will establish plans for the management of issues and risks for the project;
- Quality Management Plan – A plan for how the contractor will manage quality for the project; and
- Change Management Plan – The contractor will establish a plan for managing changes in the project’s baseline schedule, scope, budget, quality, and other key project components.

**Deliverable 3: System Requirements**

The contractor, in conjunction with ISBE staff, will review and analyze the logical models and report mappings for the existing ISBE educator licensing and information systems (TCIS and TSR) and, as applicable, the licensing system’s Web portal (ECS) and compare against the feature requirements for ELIS and ESR starting on page 26 of this RFSP. Through this review, analysis, and compare process, the contractor will perform work necessary to do the following:

- Confirm the data to be included in each new system;
- Identify the composition of the information that will populate the databases for each new system, as applicable;
- Detail the functionality to be included in each new system, including data-entry and extract capabilities, error-check and audit tools, role-based functionality, and use and security features;
- Confirm the data and reports to be transitioned from the existing systems to the new systems, including the visualization features and graphics that will be incorporated into the reports; and
- Specify the interface that will exist between and among the new systems and with other systems internal and external to ISBE, including the business rules for linking student course assignment data captured in SIS with teacher course assignment data captured in ESR.

The System Requirements deliverable captures and organizes the requirements for three new systems—ELIS, IWISE, and ESR—and documents confirmation by ISBE of the content and components for each new system. The format of this deliverable should support the tracking of progress toward meeting the requirements. Requirements must be validated with cross references to the project activity or deliverable that satisfies the requirement. Acceptable formats for the System Requirements deliverable are Microsoft® Word or Microsoft® Excel, or bidders may also propose a different requirements tracking tool. However, bidders are advised that ISBE does not currently use requirements tracking software, therefore any costs associated with the acquisition of proposed software other than Microsoft® Word and Microsoft® Excel tools must be included in the contractor’s cost proposal.

**Deliverable 4: System Design**

The contractor will perform the activities necessary to develop the selected content and produce the system design for each new system. The system design will provide foundational information including the architecture of the processing that populates ELIS and ESR, the architecture of IWISE, and the architecture of report processing for each new system. The required content for system design is described below.

- IWISE Architecture – The contractor will define and document the architecture to be used for the IWISE Web portal, including the following:
  - Identification of what development tool and software will be used in the construction of the portal.
  - Description of how the portal will organize and display information to the user community. The portal must be able to host and provide access to Crystal Reports and other reporting presented in Microsoft® Excel, Microsoft® Word, PDF, HTML, and text formats. The portal must also support links to other reporting portals and systems.
  - An explanation of how the portal will provide role-based capabilities, including but not limited to these roles:
    - Educator and district administrator role that allows access to the private credential accounts of individual educators;
• Public search role that allows access to a set of predefined credential information for individual educators;

• ELIS administration role that allows authorized ISBE, regional office of education (ROE), and higher education users to view and edit ELIS information;

• Technical role that allows authorized ISBE users to author, stage, and schedule the display of reports and other information; and

• Administrator role that allows authorized ISBE users to manage the portal and portal content.

• Reporting Architecture – The contractor will define in the deliverable the approach to be used for displaying, accessing, and executing reports in conjunction with ELIS, IWISE, and ESR, including the following:
  o The reporting tools or software that will be used to construct reports, including the construction of standard and customized reports;
  o How the architecture supports and accomplishes report generation, batch processing, and distribution of reports;
  o Identification of reporting features that will be supported, including the following:
    ▪ Drill-Down or drill-through capabilities for reports;
    ▪ The use of parameters for reporting;
    ▪ The use of graphics (e.g., tables, charts) in reports; and
    ▪ Sorting or filtering of result sets (e.g., date range gender).
  o How the reporting architecture will accomplish the archiving of reports and access to previous report instances;
  o How the architecture will support user-defined reports, ad hoc report construction, and the saving and distribution of user-defined reports; and
  o The mechanism that will be used to support the capture of audit information, including user report requests and data viewed by users.

• Maintenance and Operations – The contractor will identify the approach to be used for the maintenance and operations of the new systems, including the following:
  o Processing and maintenance periods;
  o How operational support resources monitor the performance of the new systems, during user access periods and during maintenance and data loading processing;
  o How report scheduling and batch operations are established; and
  o E-mail integration and report distribution mechanisms.

• Security Strategy – The contractor will define and document a security approach, including how security is implemented to protect and secure data. The approach will include defining and managing security levels and the capabilities associated with the security levels. The architecture of the security strategy is presented in the System Design deliverable, with additional information on maintaining the security of information to be included in the Operations Training Materials deliverable.

The security strategy must also define a control approach that prevents unauthorized access to the data and should address data encryption for the storage and transmission of data.

Technical infrastructure – working with ISBE technical resources, the contractor will identify the infrastructure needed to support the new systems and their associated components. This includes servers to deliver the IWISE Web portal, report content, RDBMS, and batch processing.
The data storage requirements and the configuration of storage devices will be defined for each new system. Data storage requirements will be defined for project startup and will also include sizing estimates for a five-year growth period to support infrastructure planning. Data storage must take into account the data to be loaded and also storage requirements for report generation and report archiving.

ISBE will work closely with the contractor in defining the technical infrastructure, and ISBE will be responsible for providing the hardware and infrastructure components that will host the new systems and their associated components.

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

  The deliverable will present the overall architecture of the components that ensures the design and construction approach incorporates industry-accepted best practices to make sure component performance is optimal. Response times for data extracts and reports must be optimized to retrieve and produce with minimal waiting.

- **Configuration Management** – The deliverable will include the approach used to perform configuration management of the software, tools, and components used to construct each of the new systems.

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

**Deliverable 5: Detailed Design**

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

- The contractor will develop the designs for the physical models for ELIS, IWISE, and ESR. The physical models must be compliant with State of Illinois and ISBE policies, standards, and guidelines. Models will include the physical table structures, primary keys and constraints, triggers, and other database constructs that support implementation.

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

- The contractor will provide documentation for the following:
  - Business rules;
  - Component narratives;
  - Design layouts/mockups (Web pages, reports, batch files, etc.);
  - Database to layout/mockup mapping references;
  - Database to report mapping references;
  - Decision tables;
  - System flowcharts;
  - Detailed flowcharts;
  - Data security;
- Coding time estimates; and
- Testing and implementation plan.
- The contractor will develop detailed design materials for IWISE. The design must include the layout of the Web portal, edits and validation routines, navigation, and security protocols and processing.

The portal must support a role-based approach to accessing reports and other information. Roles required for the portal include:

- Educator and district administrator role that allows access to the private credential accounts of individual educators;
- Public search role that allows access to a set of predefined credential information for individual educators;
- ELIS administration role that allows authorized ISBE, regional office of education (ROE), and higher education users to view and edit ELIS information;
- Technical role that allows authorized ISBE users to author, stage, and schedule the display of reports and other information; and
- Administrator role that allows authorized ISBE users to manage the portal and portal content.

The portal must include the following features and capabilities:

- Present and provide access to reports and other information in an intuitive, user-friendly layout that minimizes the need for user training and support;
- Provide access to links for online user help and to other report portals and systems;
- When appropriate, supports drill-down capabilities into report data and parameter-driven reporting;
- Provide for the archiving of reports and for the display of archived report versions;
- Support the capability to execute reports in a batch mode;
- Support multiple output formats, including PDF, HTML, Microsoft® Excel, RTF, or CSV;
- Implement security to protect the privacy of ISBE educator data; and
- Capture audit information of report requests and data viewed.

- The contractor will develop report designs for the set of ISBE reports that are targeted for transition to each of the new systems. Report design content will include:

  - Report layouts, including detail, subtotal and total report lines and report graphics and visualization features (e.g., bar graphs, pie charts, dash boards);
  - Americans with Disabilities Act (ADA) presentation of data (if needed);
  - Data sources and logic for accessing the data;
  - Calculations and aggregations for the reports;
  - If applicable, the use of parameters for selecting data subsets;
  - Drill through, sorting and filtering capabilities for the reports;
  - Execution information – batch on demand, etc., and
  - IWISE integration – how the reports are presented and integrated into the Web portal.

- The detailed design must include performance-tuning information for components that access or present data.
- The contractor will define and document the security model. This includes the approach, including structure and processing, that implements security. The model includes security for IWISE and for reports and the data repositories and processes used to extract and populate them.

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

**Deliverable 6: Unit Test Plan**

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

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

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

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

**Deliverable 7: Software and Unit Testing Results**

The contractor will construct and perform unit testing of the components of each new system, and will document and present the results of this testing in the Software and Unit Testing Results deliverable. The deliverable describes the construction and testing activities, summarizes the results, and includes as attachments unit checklists and other documentation that is produced during the construction and unit testing tasks. The deliverable presents the results of unit testing activities and signals the completion of the construction and unit testing and the transition of tested components to system testing.

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

**Deliverable 8: System Test Plan**
The contractor will perform the activities necessary to build the System Test Plan, presenting the approach to be used in system testing the various components of each new system. The test plan must include the testing approach to be used for at least the following components:

- Security access,
- Batch processes;
- Online processes, and
- Reports.

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

The deliverable will define and present the following:

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

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

**Deliverable 9: System Test Scripts**

The contractor will develop test scripts and materials to be used for system testing at least the following components:

- Security access;
- Batch processes;
- Online processes; and
- Reports.

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

**Deliverable 10: System Testing Results**
The contractor will perform system testing of the components for EUS, IMISE, and ESR, as defined in the System Test Plan, and will then construct the System Testing Results deliverable to present the results of the system testing activities. This includes results of test script and test scenario execution and information on testing incidents found and corrected. The deliverable includes as attachments completed system test scripts and other documentation that is produced during the system testing tasks.

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

**Deliverable 11: Acceptance Test Plan**

The contractor will develop the Acceptance Test Plan deliverable describing the approach to be used to perform acceptance testing of various components of each new system. The deliverable, developed in conjunction with ISBE resources, will present the approach to be used for acceptance testing by ISBE resources of various components of each new system. The test plan must include the testing approach to be used for at least the following components:

- Security access;
- Batch processes;
- Online processes; and
- Reports.

The Acceptance Test Plan can be modeled after the System Test Plan and will describe the test scripts, test scenarios, and other materials that guide testing activities and the tracking and recording mechanism that supports the management of acceptance testing activities. The plan must present the approach to establishing test environments for development of test data and define the testing schedule and resources that will be performing or supporting the test activities. The test approach should also include how component performance is evaluated and verified.

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

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

**Deliverable 12: Acceptance Test Scripts**

The Acceptance Test Scripts deliverable is the set of contractor-developed test scripts, test scenarios, and materials used to guide acceptance testing of various components of each new system by ISBE resources. The contractor will develop test scripts and materials to be used for acceptance testing for at least the following components:

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

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

**Deliverable 13: Acceptance Testing Results**

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

ISBE acceptance test personnel, with support from the contractor, will perform acceptance testing to verify the "production readiness" of components from the perspective of those who will use or support the system. The objective of user acceptance testing is to verify that the components meet applicable specifications and support business operations. Testing must include validation that the component performance is optimized and able to support the user's business needs. Performance validation includes optimized response times for data retrieval and report production.

The contractor, working with ISBE resources, must analyze and evaluate not only the performance of components of the new systems but also network capabilities and hardware and software in order to validate performance of the components. The result of this analysis must be included in the Acceptance Testing Results deliverable. The contractor must make the changes necessary for components to meet performance expectations and may suggest changes to system settings (server, database, network capabilities, hardware, and software) to improve and optimize performance.

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

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

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**Defect Severity Level Definitions**

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

**Severity Level 2 - Serious** – A problem with software or a component causing significant impact to ISBE's business operation. A workaround is available but is unacceptable on a long term basis.
**Severity Level 3 - Moderate** – A problem with software or a component that impairs some functionality, but a practical workaround exists.

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

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

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

**Deliverable 14: Operations Training Materials**

The Operations Training Materials deliverable is the development of materials that will enable ISBE operations staff to support and maintain the ELUS, IW_ISR, and ESR components. The contractor will develop the training materials to provide information for the following areas:

- **Help desk** – The contractor will define processes and procedures to be used for help desk calls regarding each new system. The processes and procedures will be designed to promote reliable, consistent, and effective responses by help desk personnel. The materials will address the communication approach, issue escalation procedures, and reporting requirements. Materials will address both level 1 (first response) and level 2 (high level troubleshooting) calls with procedures and information that allows help desk staff to validate problems and determine next steps towards resolving the calls.

- **Software build** – The contractor will define and document the build processes for the software components of each new system and define the steps to be followed to change or update processes.

- **Report development tools** – The contractor will provide training materials for the development tools used to construct reports. The materials will provide guidance on using filtering, standard reporting, extract functions and other features that are supported by the report development tools.

- **Report publishing** – The contractor will provide information about how reports are published for each new system.

- **Scheduling and execution** – The contractor will provide information about how processes are scheduled, what steps are taken to view execution progress, and how processes are validated for completion. The information should also address what steps are taken to troubleshoot in the event of an issue and how to restart processes in the event processing halts unexpectedly.

- **Report execution scheduling and batch processing** – The contractor will provide information about how reports are scheduled for automatic execution and how batch or offline report execution is monitored. The information should also include how to troubleshoot report execution in the event processing halts unexpectedly.

- **Security setup and maintenance** – The contractor will define how security is maintained for each new system, including the maintenance or building of security for role based access. Security maintenance for the data repositories and processes must also be included.
• Maintenance procedures: The contractor will define and document maintenance procedures for the data repositories, including backup schedules, reorganization and rebuilding of database structures and other database maintenance procedures associated with the repositories, processes, and reports.

The deliverable should be organized into two sections:

• A Developers Manual outlining and detailing operating, maintenance, development, processes, standards, procedures, plus any other technical information required to fully support the components of each new system.

• An Operations Manual presenting the information needed to operate the components of each new system and troubleshoot issues that may arise.

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

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

**Deliverable 15: Operations Training Results**

The contractor is required to provide operations and technical training on the components of each new system, in sufficient detail and with supporting materials that ISBE staff with the appropriate technical background will be equipped to operate and maintain the environment and components.

Training will address the operational support areas, including:

• Help desk;

• Build processes for software components;

• Report development tools;

• Report publishing;

• Scheduling, execution, and troubleshooting;

• Report execution scheduling, batch processing, and troubleshooting;

• Security setup, administration, and maintenance; and

• Maintenance procedures for data repositories.

• System Architecture Training, including:
  o Database structure and design, including data and reporting structures, and
  o Report and query architecture

• Maintenance Training, including:
  o System administration;
  o System operation;
  o Database management;
  o Security administration;
  o Web administration; and
  o Data administration.

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

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

The format of the deliverable is Microsoft® Word.

Deliverable 16: Implementation Plan

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

The plan includes:

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

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

- System maintenance, including processing and security;
- Configuration and release management;
- Database administration of the RDBMS;
- Development and testing environment maintenance;
- Application, reporting, and database server support;
- Security configuration and maintenance;
- Documentation;
- Production monitoring and control;
- Training support; and
- Help desk support.

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

**Deliverable 17: Pilot Implementation and Recommendations**

The contractor will conduct a pilot to certify that the components of each new system meet requirements and to validate the implementation process. The results of this activity will be documented in the Pilot Implementation and Recommendations deliverable. For the pilot, the components will be accessible to a select set of users. Actual use of the components provides information on how business processes are affected by the implementation, allowing ISBE to plan for the full implementation. During the pilot, known and discovered system errors will be fixed by the contractor, and updated software will be installed. Pilot activities will include every category of work associated with the components.

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

Progress is evaluated against the pilot performance criteria established in the implementation plan to determine the overall success of the pilot and identify any adjustments that need to be made prior to the beginning of the statewide implementation activities. At completion of the pilot, the contractor will assess the results, modify implementation and support processes, and continue with implementation when ready and when ISBE gives approval to continue.

Help desk support will become available at the start of pilot. Prior to pilot, help desk staff must be trained in the functionality and supporting materials for each new system. Staff must clearly understand their role and responsibility as part of the pilot process.

Pilot participants must be fully informed of their testing responsibilities and understand their important role. Participants will require overview information for their area of work, as well as training in the pilot process and communication of their results and experiences. User training and support materials must be available and incorporated into the pilot.

The Pilot Implementation and Recommendations deliverable describes the results of the pilot implementation. Information in the report must include:

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

The format of the deliverable is Microsoft® Word.

**Deliverable 18: Training and Support Materials**

The contractor will develop a set of materials that provides training and support information for system users. The primary mechanism for providing information will be online training and support materials. User training materials are intended to be an easy-to-navigate source of guidance for using each new system, to minimize the need for support resources. Users should be able to search and quickly find training materials targeted to specific system functions, with navigation assisted by links and other methods that quickly direct users to the information they are seeking.

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

• IWISE layout and functions, including how to apply for licensure and submit documents based on electronic signature and how to access educator credential information;
• ELIS layout and functions, including functions specific to ISBE evaluators for managing licensure applications, renewals, and inquiries, accessing and printing standard reports, and selecting data elements to generate customized counts and reports; and
• ESR layout and functions, including functions specific to internal versus external users.

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

The format of the training and support materials to be provided for this deliverable will need to be compatible with an online delivery mode. HTML, PDF, and Microsoft® Word are examples of acceptable formats. In addition, ISBE routinely uses live Webinars and Webinar recordings posted to the ISBE website (or copied to DVDs by CMS for offline distribution and use) to provide information and training on a wide array of topics to various education stakeholders. It is expected that ISBE will choose to use Webinars for at least some initial trainings with system users.

**Deliverable 19: Implementation Memo**

The contractor will prepare an Implementation Memo that details the results of the production implementation of the components of each new system. Successful implementation and transfer to ISBE is the primary goal of the project.

The contractor will be responsible for providing post-implementation support. It is expected that the contractor will provide two (2) months of primary support before moving to a secondary support role. At the conclusion of the contractor’s onsite activities, the contractor will deliver the implementation report which summarizes the results of implementation activities.

As part of implementation, the contractor will be focused on fine-tuning each new system and preparing ISBE staff to take over support. To accomplish a smooth transition to ISBE staff maintaining the system, the contractor will be required to perform production support tasks in two phases. The first phase focuses on achieving system stability, wrapping up the system documentation, and supporting ISBE staff as they take more responsibility for system operations and enhancements. The contractor is expected to provide this support for this phase for two (2) months after all components are placed into production. The second phase focuses on ramping down the responsibilities of the contractor as ISBE takes full
ownership of maintenance and operations. This phase has an expected duration of two (2) months, after which operations responsibilities will be assumed by ISBE staff.

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

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

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

- Production jobs’ schedule of implementation, including processing and standard report generation;
- User access to IWISE – what user interactions have occurred during the initial implementation period of four (4) months; and
- Performance tuning recommendations – based on implementation results, what tuning is needed to ensure optimal performance of the components of each new system.

The format of the deliverable is Microsoft® Word.

**Deliverable 20: Training and Support Memo**

As part of the pilot, the contractor will work directly with up to ten (10) pilot resources to introduce them to the applicable new system and user support materials. ISBE anticipates that the delivery of initial user training and support will take place over a period of thirty (30) business days surrounding the pilot. Support will include classroom and/or Webinar training and familiarization and on-call support provided on an as needed basis for the thirty-day period. Based on feedback from this activity, the contractor will refine the end user materials in preparation for production implementation of each new system.

As part of implementation, the contractor will monitor the online usage of training and support materials for two (2) months. Based on this monitoring and help desk calls and user feedback during the same period, the contractor will implement updates and refinements in the materials as necessary.

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

The format of the deliverable is Microsoft® Word.

**Deliverable 21: Completion and Ongoing Support Memo**

After implementation of the three new systems, the contractor will provide ongoing support and perform the following:

- Provide warranty support services for twelve (12) months following the successful rollout and implementation support period for the project. Warranty services will be as specified in the proposal response and by mutual agreement with ISBE.
• Prepare documentation for turnover, consisting of a library of the deliverables produced over the course of the project and any documentation created by the contractor to assist in project activities. In addition to assembling all the documentation in a library, the contractor will provide a table of contents for the library that lists the name, type of document (e.g. design, operations, project management, and test) and document description.

• Prepare a final Completion and Ongoing Support Memo deliverable after successful completion of turnover to ISBE and completion of post-implementation support activities. The memo will summarize the transition activities that took place, as well as the current status of each new system and any outstanding problems and recommendations for system enhancements. The memo should provide assessments, conclusions, and recommendations with regard to ISBE’s ability to perform maintenance, technical support, and administrative support for each new system.

Submission Completion and Ongoing Support Memo deliverable signals completion of the project.

The format of the deliverable is Microsoft® Word.

Supplemental, Feature, and Business and Technical Requirements

This section addresses supplemental, feature, and business and technical requirements pertaining variously to ELIS, IWISE, and/or ESR. These requirements are in addition to the contract deliverables described above under Scope of Work, and bidders need to include specific information regarding these requirements in their response to this RFSP. Both the contract deliverables and these requirements must be addressed in order for a proposal to be considered responsive.

Supplemental Requirements

The following table presents the supplemental requirements for the ELIS-IWISE-ESR project.

<table>
<thead>
<tr>
<th>ELIS-IWISE-ESR Supplemental Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ELIS-IWISE-ESR Requirement</strong></td>
</tr>
<tr>
<td>Privacy protection and data accessibility. (IWISE)</td>
</tr>
<tr>
<td>Mobile access. (IWISE)</td>
</tr>
<tr>
<td>ISBE’s preference is for IWISE to include an application that educators can download to a personal mobile device (e.g., smart phone, tablet) and use for accessing their licensure information.</td>
</tr>
<tr>
<td>Interoperable solutions. (ELIS, ESR)</td>
</tr>
</tbody>
</table>
## ELIS-IWSE-ESR Supplemental Requirements

<table>
<thead>
<tr>
<th>ELIS-IWSE-ESR Requirement</th>
<th>To Meet Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing data capture. (ELIS, ESR)</td>
<td>ESR must include physical data structures that allow educators to be linked to students enrolled in SIS. ELIS and ESR must be live, Web-based systems. ESR must capture educator employment start and end dates, teacher course assignment start and end dates, and teacher class attendance.</td>
</tr>
<tr>
<td>Data storage. (ELIS, ESR)</td>
<td>ELIS and ESR must include physical data structures for populating the database tables that capture the latest information collected.</td>
</tr>
<tr>
<td>Data history. (ELIS, IWSE, ESR)</td>
<td>ELIS, IWSE, and ESR must include physical data structures for populating a log of changes to the data captured.</td>
</tr>
<tr>
<td>Customized reports. (ELIS, ESR)</td>
<td>ELIS and ESR must allow the production of customized reports based on selected data elements, according to user role.</td>
</tr>
<tr>
<td>ISBE audit system support. (ELIS, IWSE, ESR)</td>
<td>ELIS, IWSE, and ESR must include data structures and processing for the capture of audit information and trails.</td>
</tr>
</tbody>
</table>

### Feature Requirements: Educator Licensure Information System (ELIS)

The requirements addressed below pertain to ELIS. These requirements are in addition to the contract deliverables described above under Scope of Work, and bidders must provide a “yes” or “no” response to each requirement. A “yes” response indicates the bidder’s proposed solution fully meets the requirement; a “no” response indicates the bidder’s solution does not meet the requirement. If a bidder does not respond “yes” to a requirement, this could cause for ISBE to reject the bidder’s proposal. If appropriate, a reference number should be provided for each exhibit or attachment to the bidder’s proposal that describes and supports the existence of a proposed solution that fully meets the feature requirement.

The ELIS system must include, but need not be limited to, the features listed in the following table. Each requirement has a unique number, and bidders may not alter requirement numbers.

<table>
<thead>
<tr>
<th>Requirement Number</th>
<th>ELIS Feature Requirement</th>
<th>Meets Requirement?</th>
<th>Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Maintains all data and functions of the existing TCIS, ECS, and TCIS Scanning systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>Allows real-time updates, while maintaining history</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>Provides role-based access and adequate security at every user level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-4</td>
<td>Allows applicants to apply and view their files online</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirement Number</td>
<td>ELIS Feature Requirement</td>
<td>Meets Requirement?</td>
<td>Reference Number</td>
</tr>
<tr>
<td>--------------------</td>
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<tr>
<td>A-5</td>
<td>Allows electronic submission of documents by outside users to ISBE, based on electronic signature</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-6</td>
<td>Includes programming to convert all certificates to one of three licenses with endorsements and/or approvals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-7</td>
<td>Maintains the history of all previous certificates/licenses, endorsements, and approvals when deficiency updates or certificate/license exchanges occur</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-8</td>
<td>Archives data on deceased educators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-9</td>
<td>Includes programming to convert data from the original to the new format</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-10</td>
<td>Allows new codes to be added for existing data elements</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement Number</th>
<th>ELIS Feature Requirement</th>
<th>Meets Requirement?</th>
<th>Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Interface</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-1</td>
<td>Interfaces with ESR to verify educator name, SSN, Illinois Educator Identification Number (IEIN), and date of birth and to obtain ESR data, including teacher and administrator performance evaluation data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-2</td>
<td>Interfaces with applicable systems to allow for document scanning and the production of quality scanned documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-3</td>
<td>Allows electronic batch interface with the licensure testing contractor, the National Association of State Directors of Teacher Evaluation and Certification (NASDTEC), the National Board for Professional Teaching Standards, colleges and universities, and transcript clearinghouse companies</td>
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<tr>
<td>B-4</td>
<td>Allows institutions of higher education to entitle applicants for licenses and/or endorsements</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement Number</th>
<th>ELIS Feature Requirement</th>
<th>Meets Requirement?</th>
<th>Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Functionality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-1</td>
<td>Auto-populates data after initial entry, within and across applicable systems</td>
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<tr>
<td>C-2</td>
<td>Provides system-wide automatic checks of spelling and grammar, except for names and addresses</td>
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<tr>
<td>C-3</td>
<td>Allows the use of a mouse or the &lt;TAB&gt; feature to move between fields within a screen</td>
<td></td>
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</tr>
<tr>
<td>C-4</td>
<td>Date- and time-stamps records/accounts to indicate when a change is made, by whom, and what was changed (updated or added)</td>
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<tr>
<td>C-5</td>
<td>Provides automatic status updates, e.g., expired endorsements, removed deficiencies, suspensions</td>
<td></td>
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<tr>
<td>C-6</td>
<td>Automatically imports a deficiency letter when the &quot;complete&quot; button is hit, to eliminate printing and manual scanning</td>
<td></td>
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<tr>
<td>C-7</td>
<td>Allows a deficiency to be retrieved and deleted within</td>
<td></td>
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<tr>
<td>Requirement Number</td>
<td>ELIS Feature Requirement</td>
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</tr>
<tr>
<td>C-8</td>
<td>Allows deficiency and other form letters to be customized, to address individual circumstances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-9</td>
<td>Allows ROEs and educators to view deficiency letters</td>
<td></td>
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</tr>
<tr>
<td>C-10</td>
<td>Allows information entered into notes to be viewed by users, based on designated role</td>
<td></td>
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</tr>
<tr>
<td>C-11</td>
<td>Incorporates drop-down boxes, check boxes, and radio buttons where appropriate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-12</td>
<td>Incorporates barcodes on forms, so form number can be scanned</td>
<td></td>
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</tr>
<tr>
<td>C-13</td>
<td>Maintains secondary and history of previous names, addresses, phone numbers, and e-mails</td>
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<td></td>
</tr>
<tr>
<td>C-14</td>
<td>Maintains a list of incorrect addresses and e-mails based on returned mail and undelivered e-mails</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-15</td>
<td>Incorporates pop-ups to force confirmation by educators of information such as e-mail and date of birth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-16</td>
<td>Tracks SSN changes and red-flags any record/account with the same SSN when the change is entered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-17</td>
<td>Provides automatic edit check of SSN against name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-18</td>
<td>Maintains the use of name, SSN, IEIN, and date of birth for search capability and adds previous name and SIS student ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-19</td>
<td>Provides print screen capability</td>
<td></td>
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<tr>
<td>C-20</td>
<td>Allows credentials to be printed on-demand, individually or in batch</td>
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<tr>
<td>C-21</td>
<td>Produces a variety of reports and mailing labels</td>
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<tr>
<td>C-22</td>
<td>Provides text or numerical data that can be exported to standard desktop word processing and spreadsheet applications</td>
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<tr>
<td>C-23</td>
<td>Creates and maintains evaluation-file status levels</td>
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<td></td>
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<tr>
<td>C-24</td>
<td>Auto-checks applications against revocations, suspensions, ISBE alerts, and NASDTEC alerts</td>
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<tr>
<td>C-25</td>
<td>Verifies application completeness before assigning to an evaluator (would automatically read for completeness and know to send)</td>
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<tr>
<td>C-26</td>
<td>Places application in work queue for evaluator once in complete/pending status (would automatically distribute based on selected option, e.g., specialty area)</td>
<td></td>
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<tr>
<td>C-27</td>
<td>Maintains checklists of all application requirements, including documentation already on file and new documentation submitted electronically</td>
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<tr>
<td>C-28</td>
<td>Provides a comment field for missing documentation, e.g., lacks original signature</td>
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<tr>
<td>C-29</td>
<td>Automatically calculates expiration date of licenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-30</td>
<td>Sends e-mail to educator six (6) months prior to license expiration, as a reminder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-31</td>
<td>Generates and e-mails to each local education agency</td>
<td></td>
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<tr>
<td>Requirement Number</td>
<td>ELIS Feature Requirement</td>
<td>Meets Requirement?</td>
<td>Reference Number</td>
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<tr>
<td>C-32</td>
<td>(LEA)/ROE a list of employed educators up for license renewal</td>
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<tr>
<td></td>
<td>Generates and e-mails to each LEA/ROE a list of employed educators who have not properly</td>
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<td></td>
<td>registered their license(s)</td>
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<tr>
<td>C-33</td>
<td>Automatically accepts documents in PDF format and seamlessly stores and integrates such</td>
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<td></td>
<td>documents into the application process</td>
<td></td>
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<tr>
<td>C-34</td>
<td>Scans all microfilm records into the appropriate individual's file, per SSN</td>
<td></td>
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<tr>
<td>C-35</td>
<td>Allows counts to be generated by degree type, major, and year awarded</td>
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<tr>
<td>C-36</td>
<td>Allows users to select data elements for the production of customized reports, based on</td>
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<td></td>
<td>designated role</td>
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<tr>
<td>C-37</td>
<td>Provides cumulative reports for various types of transactions, e.g., entitlement</td>
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<td></td>
<td>evaluations, registration, overdue fees</td>
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<tr>
<td>C-38</td>
<td>Produces a report of applications that cannot be processed due to unacceptable payment</td>
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<td></td>
<td>format</td>
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<tr>
<td>C-39</td>
<td>Provides each applicant an individualized checklist of all application requirements,</td>
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<td></td>
<td>indicating documentation and/or fees received and processed by ISBE, by date, and</td>
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<td></td>
<td>documentation and/or fees that still need to be submitted</td>
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<tr>
<td>C-40</td>
<td>Allows applicants to use the State’s standard electronic payment processor for credit/</td>
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<tr>
<td></td>
<td>debit cards</td>
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<tr>
<td>C-41</td>
<td>Balances fees paid online by verifying payment of fees by credit card company</td>
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<tr>
<td>C-42</td>
<td>Provides alert to ISBE of any batches of fees paid out to ROE over 30 days</td>
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</tr>
</tbody>
</table>

**Feature Requirements: Educator Service Record (ESR)**

The requirements addressed below pertain to ESR. These requirements are in addition to the contract deliverables described above under Scope of Work, and bidders must provide a "yes" or "no" response to each requirement. A "yes" response indicates the bidder’s proposed solution fully meets the requirement; a "no" response indicates the bidder’s solution does not meet the requirement. If a bidder does not respond "yes" to a requirement, this could be cause for ISBE to reject the bidder’s proposal. If appropriate, a reference number should be provided for each exhibit or attachment to the bidder’s proposal that describes and supports the existence of a proposed solution that fully meets the feature requirement.

The ESR system must include, but need not be limited to, the features listed in the following table. Each requirement has a unique number, and bidders may not alter requirement numbers.
<table>
<thead>
<tr>
<th>Requirement Number</th>
<th>ESR Feature Requirement</th>
<th>Meets Requirement?</th>
<th>Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Maintains all existing TSR data currently stored in TCIS</td>
<td></td>
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</tr>
<tr>
<td>A-2</td>
<td>Allows real-time updates, while maintaining history</td>
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<tr>
<td>A-3</td>
<td>Provides role-based access and adequate security at every user level</td>
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<tr>
<td>A-4</td>
<td>Allows authorized district users to report ESR data through either an online or batch file process</td>
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<tr>
<td>A-5</td>
<td>Collects all required ESR data elements, including teacher course assignment data and teacher and administrator performance evaluation data</td>
<td></td>
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<tr>
<td>A-6</td>
<td>Collects the variables necessary for linking teachers to students in meaningful ways, e.g., teacher attendance, teacher role</td>
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<tr>
<td>A-7</td>
<td>Maintains the use of name, SSN, IEIN, date of birth, gender, and race/ethnicity as personal demographic information</td>
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<tr>
<td>A-8</td>
<td>Allows new codes to be added for existing data elements</td>
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<tr>
<td>A-9</td>
<td>Includes programming to transfer to the ESR system existing TSR data currently stored in TCIS</td>
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<td></td>
</tr>
<tr>
<td>A-10</td>
<td>Archives data on deceased educators</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B</strong></td>
<td><strong>Interface</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-1</td>
<td>Interfaces with ELIS to verify educator name, SSN, IEIN, and date of birth and to provide ESR data, including teacher and administrator performance evaluation data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-2</td>
<td>Interfaces with IWISE to allow educators to view their service record information and to allow teachers to view and verify student rosters for their course assignment sections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-3</td>
<td>Interfaces with SIS to allow teacher course assignment data to be linked with student course assignment data</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C</strong></td>
<td><strong>Functionality</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-1</td>
<td>Allows point-in-time data extractions by authorized users, based on specified saved history</td>
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<tr>
<td>C-2</td>
<td>Allows the use of browser buttons to move back and forth between screens</td>
<td></td>
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</tr>
<tr>
<td>C-3</td>
<td>Allows the use of a mouse or the &lt;TAB&gt; feature to move between fields within a screen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-4</td>
<td>Incorporates drop-down boxes, check boxes, and radio buttons where appropriate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-5</td>
<td>Incorporates pop-ups to force confirmation of information where necessary.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-6</td>
<td>Data- and time-stamps records to indicate when a change is made, by whom, and what was changed (updated or added)</td>
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<tr>
<td>C-7</td>
<td>Automatically calculates full-time equivalency (FTE)</td>
<td></td>
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</tr>
<tr>
<td>C-8</td>
<td>Provides print screen capability</td>
<td></td>
<td></td>
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<tr>
<td>C-9</td>
<td>Allows data to be reported for an employed active-</td>
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<tr>
<td>Requirement Number</td>
<td>ESR Feature Requirement</td>
<td>Meets Requirement?</td>
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</tr>
<tr>
<td>C-10</td>
<td>Allows an educator to be associated with more than one district and/or more than one school within a district, with time employed by/working at each reported as a portion of 1.0 FTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-11</td>
<td>Allows an educator to be associated with more than one position, with time working in each position reported as a portion of 1.0 FTE</td>
<td></td>
<td></td>
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<tr>
<td>C-12</td>
<td>Provides reports of data-entry and submission status</td>
<td></td>
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</tr>
<tr>
<td>C-13</td>
<td>Allows counts to be generated for selected data elements and codes</td>
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<td></td>
</tr>
<tr>
<td>C-14</td>
<td>Allows users to select data elements for the production of customized reports, based on designated role</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-15</td>
<td>Provides ESR data reports by school year for authorized district users to view and print</td>
<td></td>
<td></td>
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<tr>
<td>C-16</td>
<td>Provides an NCLB highly qualified report for authorized district users to view and print</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-17</td>
<td>Provides summary and detail reports of educators employed and working as of October for authorized district users to view and print</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-18</td>
<td>Provides summary and detail reports of educators employed and working at any time during the school year for authorized district user to view and print</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-19</td>
<td>Provides automatic retrieval and upload of files posted by large districts (i.e., over 500,000 students enrolled) to a secure FTP site and automatic download of error reports to the FTP site for retrieval by the districts</td>
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</tr>
</tbody>
</table>

**Business and Technical Requirements**

**Project Structure**
Bidders must describe their project structure and delivery approach to performing the requested work. ISBE prefers a phased delivery approach to reduce project risk and allow for the workload and availability of ISBE resources that are required to support implementation.

Bidders are free to propose a timeline that will provide best-value implementation for ISBE. The response should consider that pilot implementation of each new system is to be accomplished by June 30, 2012. Bidders are reminded to align the production of contract deliverables and the project work plan with their implementation approach.

**Information Maintenance**
Bidders must describe their approach to maintaining information to meet long term data-retention requirements, ISBE reporting and data extract requirements, and system performance requirements.

**IWise Web Portal**
The contractor will be required to provide an IWise Web portal to be maintained by ISBE. Bidders must describe their approach to building the portal, to include the following features:

- Supports role-based access, including the following roles:
o Educator and district administrator role that allows access to the private credential accounts of individual educators;

o Public search role that allows access to a set of predefined credential information for individual educators;

o ELIS administration role that allows authorized ISBE, regional office of education (ROE), and higher education users to view and edit ELIS information;

o Technical role that allows authorized ISBE users to author, stage, and schedule the display of reports and other information; and

o Administrator role that allows authorized ISBE users to manage the portal and portal content.

- Provides a user-friendly, intuitive layout that minimizes the need for user training and support;
- Supports the display of links to other portals, applications, and resources;
- Provides links to online user help;
- Implements security to protect the privacy of educator data;
- Supports multiple output formats, including PDF, MS Excel, RTF, CSV and HTML; and
- Captures audit information regarding data accessed by users.

**Proposed Implementation Approach**

Bidders must present the implementation approach to be used for the project. The approach includes design and development, testing, and pilot and production implementation of the components for each new system.

**Systems Design and Development Approach**

Bidders must describe the approach to be used for designing and developing the three new systems. Bidders must present their System Development Lifecycle methodology, describing the overall process they will use to plan and execute the tasks needed to develop and/or customize, test, and implement the components for each new system. The methodology includes the bidder's approach to each phase or stage, as required by the bidder's proposed project structure, implementation approach, and the respective techniques that will be used.

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

**Testing Strategy**

Bidders must include their approach to performing testing activities for the components of each new system. Testing is performed to validate that the components implement the technical and business requirements and will operate in the production environment. The contractor is responsible for establishing appropriate testing environments to support testing activities. ISBE anticipates that testing will include unit, system, and acceptance testing. The contractor is responsible for planning, managing, and performing the testing activities for unit and system testing and for working with ISBE resources as they perform acceptance testing. Development of test plans and the performance of testing activities should support the contractor's proposed implementation approach for the project.

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

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

Implementation Strategy
Bidders must define a structured implementation approach and present this strategy as part of the proposal response. The goals of the implementation approach must be to reduce project risk, minimize operational disruption, and provide for successful implementation of the components for each new system. The contractor is required to provide an Implementation Plan as identified in the Contract Deliverables section of this RFSP, which will serve as an implementation guide.

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

Bidders must describe the evaluation criteria for determining readiness to implement and their recommended implementation approach, including pilot activities, the proposed production implementation schedule, impacted stakeholders (e.g., ISBE, LEAs), system functionality to be included in each implementation phase, and advantages and disadvantages of the proposed implementation strategy and approach.

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

During the contract period, the contractor must provide application and system update support for all proposed application and system software. ISBE will have the option to upgrade to new versions of the software offered by the contractor. Whether or not ISBE accepts the upgrades, the contractor must provide ongoing application and system software support for the duration of the contract.

The contractor is responsible for defining and maintaining version control methods and tools used to control the release of software versions and source code. This includes the development and identification of a baseline software version and the tracking and deployment of subsequent software versions. The contractor must also ensure that all software upgrades operate with the customizations made by the contractor while designing, developing, and implementing each new system and any subsequent customizations made by the contractor after implementation.

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

Bidders must describe their proposed system maintenance and support approach and plan, including the products and services the maintenance plan covers, the approach to upgrades and new releases, and the approach for maintaining database structures and processes. ISBE requires detailed information regarding the terms and conditions of the maintenance approach, including the specific products and services that fall under the maintenance agreement.

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

The system maintenance and support plan must address the following:

- Preventative maintenance;
- On-call remedial maintenance;
- Bidder’s response time for remedial maintenance;
- Maintenance personnel qualifications; and
- Procedure for contacting the contractor for maintenance (e.g., help desk).

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

The contractor must provide software support during the warranty period of the contract. The support approach must include, but is not limited to, the following:

- Detailed description of the proposed approach to managing and supporting system environments;
- Defined process flow for the method ISBE will use to inform the contractor of a required change, including point of contact; and
- Defined process flow for the contractor’s response to ISBE, including:
  - Turnaround time (in business days) for the contractor to respond to an ISBE request for a required change;
  - Approach to assessing the impact of the required change;
  - Approach to detailing the level of effort necessary to make the required change; and
  - Approach to presenting the plan, schedule, and resources for completing the required change by the due date.

Help Desk Support

Bidders must provide their proposed approach to help desk support, including information ISBE can use to evaluate the bidder’s knowledge of help desk support. Bidders must include a description of the help desk services they intend to provide; problem initiation, escalation, and resolution procedures; methods and service hours for contacting the contractor with problems; and the roles and responsibilities of ISBE and the contractor.

Current ISBE help desk staff will provide level 1 (initial contact) support for help desk calls, and the staff will receive additional procedures and training to be able to perform level 2 (high-level troubleshooting) help desk support. The help desk will be responsible for documenting problems reported by users, providing assistance, and referring outstanding problems to the infrastructure support team, the application development team, or other resources required to resolve user inquiries.
Warranty
The contractor must provide a warranty upon successful implementation of the components for each new system. The warranty effectively ensures that each system functions as intended, in a reliable and stable manner. Bidders must describe the warranty, including the period of and items covered by the warranty. ISBE expects a warranty period of one year after production implementation, with warranty costs included in the cost submitted with this proposal response.

Version Control Approach
Bidders must describe their approach to managing multiple versions of software throughout the development, test, production, and post-implementation cycles. Configuration management must address all components of each new system that are subject to change control, including processes, database structures, reports, and the IWISE Web portal software.

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

Training Approach
Training and training and support materials are to be delivered primarily online. To minimize the need for support resources, the contractor is required to develop easy-to-navigate training materials. Users should be able to search and quickly find training materials targeted to supported functions, with navigation assisted by links and other methods that quickly direct users to the information.

Bidders must describe their approach to the development, publication, and maintenance of training materials that support users in accessing IWISE and using ELIS and ESR.

Proposed Technical Environment
Bidders are expected to propose a best-value solution for meeting the business and technical requirements identified in this RFSP. The solution must provide environments compatible with ISBE operating and database system standards, Microsoft® Windows Server, and Microsoft® SQL Server 2008. In addition, the contractor must adhere to ISBE development standards if customization is necessary.

All operating environments will reside at the ISBE data center located in the Springfield office. The contractor’s proposed solution must operate on platforms currently supported by ISBE and be aligned with the agency’s standard architecture and toolsets. The contractor must work with ISBE resources to define the hardware and software specifications for the development, test, training, and production environments. The following table provides a summary of the standard platforms and tools upon which ELIS, IWISE, and ESR must be developed and hosted.

<table>
<thead>
<tr>
<th>Platform</th>
<th>Requirement</th>
<th>Core Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server Operating System</td>
<td>Windows Server 2008 R2 64 bit or most current release</td>
<td>X</td>
</tr>
<tr>
<td>Database Management System</td>
<td>Microsoft® SQL Server 2008 or most current release adopted by ISBE</td>
<td>X</td>
</tr>
<tr>
<td>Web Pages</td>
<td>Microsoft® Active Server Pages (ASP.NET 4.0 or most current release adopted by ISBE)</td>
<td>X</td>
</tr>
<tr>
<td>Server-side Programming Language</td>
<td>VB.NET</td>
<td>X</td>
</tr>
<tr>
<td>Client-side Language</td>
<td>JavaScript</td>
<td>X</td>
</tr>
<tr>
<td>Integrated Development Environment</td>
<td>Microsoft® Visual Studio 2010 or most current release adopted by ISBE</td>
<td>X</td>
</tr>
<tr>
<td>Source Control Software</td>
<td>SourceGear Vault v5.0.4 or most current release used by ISBE</td>
<td>X</td>
</tr>
<tr>
<td>Platform</td>
<td>Requirement</td>
<td>Core Standard</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Report and Ad Hoc</td>
<td>Crystal Reports XI Release 2 or most current release adopted by ISBE</td>
<td></td>
</tr>
<tr>
<td>Reporting Tool(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Desktop Operating System</td>
<td>Microsoft® Windows XP, VISTA, Windows 7 or most current release adopted by ISBE</td>
<td>X</td>
</tr>
<tr>
<td>Desktop Application Suite</td>
<td>Microsoft® Office 2007 Professional</td>
<td>X</td>
</tr>
<tr>
<td>Internet Browser</td>
<td>Microsoft® Internet Explorer 6.0 or higher</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Firefox 2.0 or higher</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Safari 2.0 or higher</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Opera 9 or higher</td>
<td></td>
</tr>
</tbody>
</table>

Bidders must clearly identify any proposed software or hardware that is not standard and justify its use. Deviating from a core ISBE standard (e.g., the Database Management System) will not be accepted. Deviating from a secondary ISBE standard may be acceptable if strong justification is provided and the proposed alternative is deemed by ISBE to be adequate to the task.

**Solution Infrastructure**

Bidders must provide diagrams and thorough descriptions of the hardware and network infrastructure being proposed for use. The proposed solutions must be capable of operating in the ISBE network environments. Bidders must describe their proposed hardware and operating system platform and the software components for each new system. The systems must be built and implemented in accordance with ISBE standards, as presented in the ISBE Standard Development and Operating Environment table (see Proposed Technical Environment above).

The contractor must use a standard ISBE reporting tool, i.e., Crystal Reports XI Release 2, for all new report development. In addition, integrated reports requiring major modification must be rewritten using Crystal Reports XI Release 2. For the purposes of this RFSP, major report modifications are those requiring 20 or more hours of effort.

**Database**

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

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

**Software**

Bidders must describe their proposed software, including software language, software modules, public domain software, COTS software products, and standard and ad hoc reporting software. For each software product, the bidder must identify the company, version, key features of the product, and planned number of installations needed to support development, testing, training, and production environments.

Proposal responses must include an overview of any required build processes. Bidders are encouraged to propose solutions that automate and streamline build processes. For any solutions capable of detecting business rules and schema changes through the use of automation, bidders should present the relative advantages and disadvantages for ISBE to consider as part of the evaluation process.

**Performance**

For each new system, ISBE anticipates peak periods of data loading and data access during compressed timeframes. The environments must perform in a manner that provides sufficient system response time and minimal system down time. The design and construction of components must incorporate industry best practices, and sufficient testing must be performed to ensure that performance is optimal and reliable and will meet user needs.
Performance requirements must be validated during testing and implementation. The contractor must commit to establishing mutually agreeable system response times for the performance of typical functions.

**Availability and Problem Resolution Requirements**

To ensure adequate availability and reliability of the new systems, the contractor must provide the support and services necessary to meet the SLOs outlined in the following table.

### Service Level Objectives

<table>
<thead>
<tr>
<th>Component</th>
<th>Description</th>
<th>Service Level Objective</th>
</tr>
</thead>
</table>
| Repository Availability | The IWISE Web portal and ELIS and ESR processes must perform reliably, with minimal interruption in service to users during normal business hours. | Repository Availability: 99%  
  Normal Business Hours: 6:00 AM to 9:00 PM Central Time, during weekdays |
| Problem Resolution    | System problems will be categorized by their severity and the type of fix as defined below.  
  Severity:  
  • Work Stoppage  
  • Work Slowdown  
  • Non-critical – little to no impact  
  Type of fix:  
  • Functional Restoration: functional loss/failure is restored via a temporary fix or work around.  
  • Problem Resolution: Problem causing the functional loss/failure is permanently corrected. |  
  Work Stoppage  
  • Call Response Time: Contractor must respond to problem calls within 2 hours during regular business hours.  
  • Functional Restoration: Must be completed within 4 hours.  
  • Problem Resolution: Must be completed within 24 hours.  
  Work Slowdown  
  • Call Response Time: Contractor must respond to problem calls within 4 hours.  
  • Functional Restoration: Must be completed within 8 hours.  
  • Problem Resolution: Must be completed within 48 hours.  
  Non-critical  
  • Call Response Time: Contractor must respond to problem calls within one (1) business day.  
  • Functional Restoration: Must be completed within 48 hours.  
  • Problem Resolution: Must be completed within 96 hours. |
| Help Desk Support     | The contractor must provide second-level support at ISBE office in Springfield during the post-implementation support period.  
  The contractor must provide on- or off-site second-level help desk support during the warranty period. | Post-Implementation Support Period  
  • Response time: Contractor will be on-site and provide help desk support to ISBE help desk staff as appropriate.  
  Warranty Period  
  • Call Response Time: Contractor must respond to ISBE help desk calls within 4 hours.  
  • Problem Resolution: Contractor must adhere to Problem Resolution SLO described above. |
<table>
<thead>
<tr>
<th>Component</th>
<th>Description</th>
<th>Service Level Objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Downtime Notification</td>
<td>Notification of scheduled downtime must be provided to ISBE and other users.</td>
<td>Scheduled downtime notification must be provided by the contractor</td>
</tr>
</tbody>
</table>

Security
The contractor must implement security methods and procedures to prevent unauthorized access to ELIS and ESR and ensure the confidentiality of educator data. Access to the ELIS and ESR environments must be restricted to authorized users based on their user-profile configurations which control specific application features and functions. The contractor will work with ISBE to define the role-based security model, standard user account structures, security access profiles, and user account maintenance policies and procedures to be implemented.

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

Security Architecture
Bidders must describe their proposed security components and functions at each architecture level (e.g., application, database, network, server), including software products that may be used.

Managing Security
Bidders must describe their proposed approach for defining and managing security levels for IWISE and the ELIS and ESR data repositories, including the capabilities associated with each security level.

Project Management Plan Requirements
Within the proposal, the bidder must provide a document outline for each of the following project management plan components identified in the Project Management Plan deliverable:

- Project Work Plan;
- Issue and Risk Management Plans;
- Quality Management Plan; and
- Change Management Plan.

Project Work Plan
Bidders must provide their proposed project work plan, developed in Microsoft® Project 2003 (or later version, if adopted by the ISBE). The work plan must identify all proposed tasks associated with the construction of the contract deliverables described in the Scope of Work section of the RFSP. The contractor will be responsible for developing and maintaining a detailed work plan that includes, but is not limited to, the information listed below:

- All project phases or stages and tasks (identified and defined);
- Respective proposed start dates;
- Proposed duration of tasks;
- Task dependencies;
- Project milestones and all deliverables to be produced (identified and defined);
• Deliverable draft and final due dates;
• Software procurement, receipt, and installation dates, if applicable; and
• Task owners (responsible party) by organization, e.g., contractor, ISBE.

Throughout the project, the work plan must be continually updated by identifying new tasks, reflecting the progress of each task, and indicating tasks completed. The updated work plan must be provided to ISBE project managers with the first weekly status report each month.

The work plan should demonstrate the bidder’s ability to meet the overall project schedule and align with the resources that are identified for the project. The ability to meet project timelines, as presented in a realistic work plan, is a critical evaluation factor for the proposal.

The bidder’s project work plan should also include the anticipated use of ISBE resources and demonstrate opportunities for ISBE staff to work collaboratively with the proposed members of the contractor’s work team during the project.

**Contract Deliverables**

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

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

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

**Deliverable Overview**

Within the proposal, bidders must identify each deliverable by name and provide a description of how the deliverable will be provided. At a minimum, the bidder’s response must include the deliverables identified in the ELIS-IW/SE-ESR Project Deliverables table starting on page 7 of this RFSP. Bidders may propose additional deliverables that might improve the values of the bidder’s offering. Proposed deliverables must be accompanied by a complete description of how the deliverable will be provided that allows ISBE to evaluate its relationships to, and value for, the project. Proposed additional deliverables must also be incorporated into the cost proposal if they are expected to incur expenditures with payment expectations.

**Project Management Approach**

The contractor is responsible for effectively managing the activities and deliverables associated with the design, development, and implementation of the three new systems for this project. The contractor’s project manager must attend weekly status meetings with ISBE project managers and may be requested to attend monthly executive status meetings. The contractor must also provide a weekly status report. The updated project work plan must be attached to the first status report of each month. The weekly status report must include, but is not limited to, the following:

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

The required project management plan includes, but is not limited to, the project work plan, project issues and risks, deliverable quality, and knowledge transfer, and project changes. Within the proposal, the bidder must provide information that can be used by ISBE to evaluate the bidder's knowledge of—and and intended approach to—project management.

**Work Plan Management Approach**

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

**Issues Management Approach**

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

**Risk Management Approach**

The bidder must describe the proposed approach to risk management. At a minimum, the bidder must describe approaches for risk identification, risk analysis, risk response development, risk monitoring, and control.

**Quality Management Approach**

The bidder must describe the proposed approach to quality management. At a minimum, the bidder must describe approaches for quality planning, quality assurance, and quality control.

**Knowledge Transfer Approach**

The bidder must describe the proposed approach to performing knowledge transfer to the ISBE staff who will support the three new systems.

**Change Management Approach**

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

**Fiscal Information**

This is a fixed-bid contract, and the amount of the contract will be paid to the contractor according to an established payment schedule for deliverables provided to and approved by ISBE.

The initial contract will have five optional one-year renewals for system maintenance. Funding in any subsequent year beyond the initial contract period will be contingent upon a sufficient appropriation for the program and satisfactory progress in the preceding contract year.
There is no guarantee of the availability of funds for this project beyond the initial contract period. The information below is provided for budgeting purposes only, to assist bidders with future planning. If funding is available for subsequent fiscal years, the cost for a given year would be limited to two (2) full-time equivalent (FTE) contractor staff being paid with funds from this contract. The staff would provide database administrator services related to system maintenance.

<table>
<thead>
<tr>
<th>ISBE Fiscal Year</th>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2014 (July 1, 2013 – June 30, 2014)</td>
<td>1992 x 2 FTE = 3984</td>
<td>$80</td>
<td>$318,720</td>
</tr>
<tr>
<td>FY 2016 (July 1, 2015 – June 30, 2016)</td>
<td>1992 x 2 FTE = 3984</td>
<td>$84</td>
<td>$334,656</td>
</tr>
<tr>
<td>FY 2017 (July 1, 2016 – June 30, 2017)</td>
<td>1992 x 2 FTE = 3984</td>
<td>$86</td>
<td>$342,624</td>
</tr>
<tr>
<td>FY 2018 (July 1, 2017 – June 30, 2018)</td>
<td>1992 x 2 FTE = 3984</td>
<td>$88</td>
<td>$350,592</td>
</tr>
</tbody>
</table>

**CONTRACTOR’S PROPOSAL**

**Executive Summary**

Hupp Information Technologies (HIT) is uniquely positioned to meet the goals of the Illinois State Board of Education (ISBE) in its venture to create an innovative credentialing system, teacher assignment system, and web portal. The proposed HIT team will be vigilant in keeping ISBE’s objectives in the forefront while proposing unique opportunities that will lead to the best possible solutions. With this framework in mind, ISBE will meet their goals in redesigning the legacy TCIS and ECS systems for beyond their expectations.

It is our intention in this proposal to demonstrate our firm’s commitment to partnering with ISBE as it moves to achieve this ambitious goal. Our proposal will also demonstrate our company’s understanding of your business practices and showcase our experience and expertise in order to help you fully realize the opportunities that lie before you.

Our company, and more specifically our project team, specializes in the education market. Each team member of our proposed project team has worked directly in the education market, and all of the team members have worked on previous certification systems in other states. It is our desire to leverage this vast pool of knowledge and experience to partner with the Illinois State Board of Education to create software solutions second to none.

The Illinois State Board of Education’s goal of acquiring a leadership position in the handling of its educator credentialing will require an innovative software solution that is well designed, user friendly, and completely integrated. As stated in the RFSP, this solution must allow user customization and creation of queries, reports, timelines, letters, and imaging, in addition to making all applications available online for the educators of Illinois.

Our proposal will provide the Illinois State Board of Education (ISBE) with a comprehensive solution that addresses every single requirement defined in the RFSP. Our strategy for the new ELIS system will position ISBE as the national leader in the tracking and credentialing of their educators. We intend to demonstrate our collective ability to not only deliver the new Educator Licensure Information System, but
to also deliver it with an unparalleled level of expertise, professionalism, and dedication.

We will leverage our experience in five states and territories to ensure all the requirements in this RFSP are met. Our implementation teams have provided nearly all mentioned functionality to at least one state level Department of Education. We will leverage the best processes from each state's implementation to ensure that the state of Illinois has the best solutions regardless of its source. In this manner, the Illinois State Board of Education will benefit from every state's approach; cherry picking the best approach from our multiple implementations.

Our approach also leverages current ISBE partners to ensure this work is done properly and integrated into the existing system environments. Our partner in this approach, IBM, has provided extensive services to ISBE related to the Student Information System effort. HIT staff has supported the existing certification system (TCIS) for over ten years, and wrote the ECS system. By combining the efforts of HIT and IBM we are proposing a team that is more knowledgeable on the ISBE system environment, rules, and processes than any other possible combination. In many cases, staff from Hupp Information Technologies (HIT) and IBM already work together to assist ISBE in their daily support, maintenance, and enhancement efforts. It is our pleasure to present ISBE with our collective vision for the redesign of the TCIS, ECS, and TSR systems.

Deliverables Overview

C.1 Weekly Status Report

Purpose

HiT/IBM will provide weekly and monthly Status Reports advising the ISBE Project Manager of the progress and status of HiT/IBM activities worked on during that period. Significant accomplishments, milestones, and problems will be identified.

Content

The report will consist of the following, as appropriate:

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

C.2 Project Management Plan

Purpose

The purpose of this document is to provide a detailed Project Management Plan for the ELIS-IWISE-ESR Project.

Content

The Plan will consist of the following, as appropriate:

- Project Work Plan
- Issue and Risk Management Plans
- Quality Management Plan
- Change Management Plan
C.3 System Requirements

Purpose
The purpose of this document is to define and cover the relevant life cycle phases in the ELIS-IWISE-ESR project. This document will review personnel roles and responsibilities, list agreed deliverables, and discuss planned quality activities in the various project phases.

Content
The report will consist of the following, as appropriate:

- Confirm the systems and data that will be included in the ELIS-IWISE-ESR system;
- Identify the composition of the information that will populate the databases for each new system, as applicable;
- Detail the functionality to be included in each new system, including data-entry and extract capabilities, error-check and audit tools, role-based functionality and use and security features;
- Confirm the data and reports to be transitioned from the existing systems to the new systems, including the visualization features and graphics that will be incorporated into the reports; and
- Specify the interface that will exist between and among the new systems and with other systems internal and external to ISBE, including the business rules for linking student course assignment data captured in SIS with teacher course assignment data captured in ESR.

C.4 System Design

Purpose
The system design will provide information including the architecture of the ELIS-IWISE-ESR system, the architecture of the ELIS-IWISE-ESR portal, and the architecture of the report processing for the ELIS-IWISE-ESR solution. The following are required content for the system design:

Content
IWISE Architecture – The HIT/IBM team will define and document the architecture to be used for the IWISE Web portal, including the following:

- Identification of what development tool and software will be used in the construction of the portal.
- Description of how the portal will organize and display information to the user community. The portal must be able to host and provide access to Crystal Reports and other reporting presented in Microsoft® Excel, Microsoft® Word, PDF, HTML, and text formats. The portal must also support links to other reporting portals and systems.
- An explanation of how the portal will provide role-based capabilities, including but not limited to these roles:
  - Educator and district administrator role that allows access to the private credential accounts of individual educators;
  - Public search role that allows access to a set of predefined credential information for individual educators;
• ELIS administration role that allows authorized ISBE, regional office of education (ROE) and higher education users to view and edit ELIS information;
• Technical role that allows authorized ISBE users to author, stage, and schedule the display of reports and other information; and
• Administrator role that allows authorized ISBE users to manage the portal and portal content.

Reporting Architecture – The HIT/IBM team will define in the deliverable the approach to be used for displaying, accessing, and executing reports in conjunction with ELIS, IWISE, and ESR, including the following:

• The reporting tools or software that will be used to construct reports, including the construction of standard and customized reports;
• How the architecture supports and accomplishes report generation, batch processing, and distribution of reports;
• Identification of reporting features that will be supported, including the following:
  ▪ Drill-down or drill-through capabilities for reports;
  ▪ The use of parameters for reporting;
  ▪ The use of graphics (e.g., tables, charts) in reports; and
  ▪ Sorting or filtering of result sets (e.g., date range, gender)
• How the reporting architecture will accomplish the archiving of reports and access to previous report instances;
• How the architecture will support user-defined reports, ad hoc report construction, and the saving and distribution of user-defined reports; and
• The mechanism that will be used to support the capture of audit information, including user report requests and data viewed by users.

Maintenance and Operations – The HIT/IBM team will identify the approach to be used for the maintenance and operations of the new systems, including the following:

• Processing and maintenance periods;
• How operational support resources monitor the performance of the new systems, during user access periods and during maintenance and data loading processing;
• How report scheduling and batch operations are established; and
• E-mail integration and report distribution mechanisms.

Security Strategy – The HIT/IBM team will define and document a security approach, including how security is implemented to protect and secure data. The approach will include defining and managing security levels and the capabilities associated with the security levels. The architecture of the security strategy is presented in the System Design deliverable, with additional information on maintaining the security of information to be included in the Operations Training Materials deliverable.

The security strategy must also define a control approach that prevents unauthorized access to the data and should address data encryption for the storage and transmission of data.

Technical infrastructure – working with ISBE technical resources, the HIT/IBM team will identify the infrastructure needed to support the new systems and their associated components. This includes servers to deliver the IWISE Web portal, report content, RDBMS, and batch processing.
The data storage requirements and the configuration of storage devices will be defined for each new system. Data storage requirements will be defined for project startup and will also include sizing estimates for a five-year growth period to support infrastructure planning. Data storage must take into account the data to be loaded and also storage requirements for report generation and report archiving.

ISBE will work closely with the HIT/IBM in defining the technical infrastructure, and ISBE will be responsible for providing the hardware and infrastructure components that will host the new systems and their associated components.

Component Performance – The HIT/IBM team will define and present in the deliverable the approach for evaluating the performance of each component and for optimizing performance. The HIT/IBM team will define the architecture for each component, such that the components support ISBE business practices, and users are able to successfully use the new systems to accomplish their work in an efficient and timely fashion.

The deliverable will present the overall architecture of the components that ensures the design and construction approach incorporates industry accepted best practices to make sure component performance is optimal. Response times for data extracts and reports must be optimized to retrieve and produce with minimal waiting.

Configuration Management – The deliverable will include the approach used to perform configuration management of the software, tools, and components used to construct each of the new systems.

C. 5 Detailed System Design

Purpose

The Detailed Design presents the information used to construct the ELIS-IWISE-ESR components. The following are required content:

Content

The Detailed Design will consist of the following, as appropriate:

HIT/IBM will develop the designs for the physical models for ELIS, IWISE, and ESR. The physical models must be compliant with State of Illinois and ISBE policies, standards, and guidelines. Models will include the physical table structures, primary keys and constraints, triggers, and other database constructs that support implementation.

HIT/IBM will provide documentation for the following:

- Business rules;
- Component narratives;
- Design layouts/mockups (Web pages, reports, batch files, etc.);
- Database to layout/mockup mapping references;
- Database to report mapping references;
- Decision tables;
- System flowcharts;
- Detailed flowcharts;
- Data security;
- Coding time estimates; and
- Testing and implementation plan.
The HIT/IBM team will develop detailed design materials for IWISE. The design must include the layout of the Web portal, edits and validation routines, navigation, and security protocols and processing.

The portal must support a role-based approach to accessing reports and other information. Roles required for the portal include:

- Educator and district administrator role that allows access to the private credential accounts of individual educators;
- Public search role that allows access to a set of predefined credential information for individual educators;
- ELIS administration role that allows authorized ISBE, regional office of education (ROE), and higher education users to view and edit ELIS information;
- Technical role that allows authorized ISBE users to author, stage, and schedule the display of reports and other information; and
- Administrator role that allows authorized ISBE users to manage the portal and portal content.

The portal must include the following features and capabilities:

- Present and provide access to reports and other information in an intuitive, user-friendly layout that minimizes the need for user training and support;
- Provide access to links for online user help and to other report portals and systems;
- When appropriate, supports drill-down capabilities into report data and parameter-driven reporting;
- Provide for the archiving of reports and for the display of archived report versions;
- Support the capability to execute reports in a batch mode;
- Support multiple output formats, including PDF, HTML, Microsoft Excel, RTF, or CSV;
- Implement security to protect the privacy of ISBE educator data; and
- Capture audit information of report requests and data viewed.

HIT/IBM will develop report designs for the set of ISBE reports that are targeted for transition to each of the new systems. Report design content will include:

- Report layouts, including detail, subtotal and total report lines and report graphics and visualization features (e.g., bar graphs, pie charts, dash boards);
- Americans with Disabilities Act (ADA) presentation of data (if needed);
- Data sources and logic for accessing the data;
- Calculations and aggregations for the reports;
- If applicable, the use of parameters for selecting data subsets;
- Drill through, sorting and filtering capabilities for the reports;
- Execution information – batch on demand, etc.; and
- IWISE integration – how the reports are presented and integrated into the Web portal.

The detailed design will include performance-tuning information for components that access or present data.

HIT/IBM will define and document the security model. This includes the approach, including structure and processing, that implements security. The model includes security for IWISE and for reports and the data repositories and processes used to extract and populate them.

C. 6 Unit Test Plan
Purpose

Components include, but are not limited to, ETL processes, reports, the IWISE portal, security processes and tools. The test plan describes the scripts that guide testing activities and the tracking and recording mechanisms that support the management of the unit testing activities.

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

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

Content

The Unit Test Plan will test the following components, as appropriate:

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

C. 7 Software and Unit Testing Results

Purpose

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

Content

Construction and submission of the Software and Components Unit Test Results deliverable will align with and reflect the implementation approach proposed by HIT/IBM. Performing, tracking and management of the testing activities can be supported through the use of open source bug tracking software "Bug Tracker".

C. 8 System Test Plan

Purpose

This report will serve as the draft test approach for the ELIS-IWISE-ESR System. The test approach sets the scope of system testing, the overall strategy to be adopted, the activities to be completed, the general resources required, and the methods and processes to be used to test the release. It also details the activities, dependencies, and effort required to conduct the System Test.
The deliverable will define and present test processes and how each of the components will be system tested, including the use of any test tools:

- Testing schedule – when in the development process are the components tested
- Format and quantity of test scripts and scenarios to be developed
- Physical location of the testing and testing procedures
- Establishment of test data
- HIT/IBM and ISBE resources – what staff and technical resources are required in the performance of the testing
- Management approach – how the testing processes are managed, tracked and reported
- Bug Tracking software

Content

The report will test the following components, as appropriate:

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

C. 9 System Test Scripts

Purpose

The System Test Scripts deliverable is a set of HIT/IBM developed test scripts, test scenarios and materials used to guide integration and system testing of the ELIS-IWISE-ESR components. This report will provide information about whether software is of high quality and will support the intended business functions and achieves the standards required by ISBE for the development of the ELIS-IWISE-ESR System.

Content

HIT/IBM will develop test scripts and materials to be used for system testing, at a minimum, for the following components:

- Security access;
- Batch processes;
- Online processes; and
- Reports.

C. 10 System Testing Results

Purpose

The System Test Results describes the system testing activities, summarizes the results, and as attachments includes system checklists and other documentation that is produced during the system testing. The deliverable presents the results of ELIS-IWISE-ESR system testing activities, and signals the completion of the System testing, and the transition of tested components to user acceptance testing.

Content
Construction and submission of the System Test Results deliverable will align with and reflect the implementation approach proposed by HIT/IBM. Performing, tracking and management of the testing activities can be supported through the use of open source bug tracking software "Bug Tracker".

C. 11 Acceptance Test Plan

Purpose

This report will serve as the final test approach for the ELIS-IWISE-ESR system. The test approach sets the scope of User Acceptance Testing, the overall strategy to be adopted, the activities to be completed, the general resources required, and the methods and processes to be used to test the release. It also details the activities, dependencies, and effort required to conduct the User Acceptance Test.

The deliverable will define and present test processes and how each of the components will be system tested, including the use of any test tools;

- Testing schedule – when in the development process are the components tested
- Format and quantity of test scripts and scenarios to be developed
- Physical location of the testing and testing procedures
- Establishment of test data
- HIT/IBM and ISBE resources - what staff and technical resources are required in the performance of the testing
- Management approach – how the testing processes are managed, tracked and reported
- Bug Tracking software

Content

The report will test the following components, as appropriate:

- Security access;
- Batch processes;
- Online processes; and
- Reports.

C. 12 Acceptance Test Scripts

Purpose

The User Acceptance Test Scripts deliverable is a set of HIT/IBM developed test scripts, test scenarios and materials used to guide integration and system testing of the ELIS-IWISE-ESR components. This report will provide information about whether software is of high quality and will support the intended business functions and achieves the standards required by ISBE for the development of the ELIS-IWISE-ESR system.

Content

HIT/IBM will develop test scripts and materials to be used for User Acceptance Testing, at a minimum, for the following components:

- Security access;
- Batch processes;
- Online processes; and
- Reports

C. 13 Acceptance Testing Results

Purpose
The User Acceptance Test Results describes the system testing activities, summarizes the results, and as attachments includes system checklists and other documentation that is produced during the system testing. The deliverable presents the results of ELIS-IWISE-ESR system testing activities, and signals the completion of the User Acceptance testing.

Content

Construction and submission of the User Acceptance Test Results deliverable will align with and reflect the implementation approach proposed by HIT/IBM. Performing, tracking and management of the testing activities can be supported through the use of open source bug tracking software “Bug Tracker.”

C. 14 Operations Training Materials

HIT/IBM will provide user documentation in three (3) components: ELIS-IWISE-ESR Staff User Manual, Online ELIS-IWISE-ESR User Manual and Online Help Screens.

Purpose

This purpose of user documentation is to introduce the user to the ELIS-IWISE-ESR and provides the instruction to enable the user to utilize the system effectively in a short period of time. It explains how to accomplish the most common tasks and utilize the special features within the ELIS-IWISE-ESR system. The report will consist of the following instructions, as appropriate:

- Logon and security
- Navigation
- Accessing data
- Validations
- Transmitting data to ISBE
- Viewing editing ELIS-IWISE-ESR reports

Content

The Primary training materials distributed to the attendees will include the following:

- Help desk – The HIT/IBM team will define processes and procedures to be used for help desk calls regarding each new system. The processes and procedures will be designed to promote reliable, consistent, and effective responses by help desk personnel. The materials will address the communication approach, issue escalation procedures, and reporting requirements. Materials will address both level 1 (first response) and level 2 (high level troubleshooting) calls with procedures and information that allows help desk staff to validate problems and determine next steps towards resolving the calls.

- Software build – The HIT/IBM team will define and document the build processes for the software components of each new system and define the steps to be followed to change or update processes.

- Report development tools – The HIT/IBM team will provide training materials for the development tools used to construct reports. The materials will provide guidance on using filtering, standard reporting, extract functions and other features that are supported by the report development tools.

- Report publishing – The HIT/IBM team will provide information about how reports are published for each new system.

- Scheduling and execution – The HIT/IBM team will provide information about how processes are scheduled, what steps are taken to view execution progress, and how processes are validated for completion. The information should also address what steps are taken to troubleshoot in the event of an issue and how to restart processes in the event processing
Report execution scheduling and batch processing – The HIT/IBM team will provide information about how reports are scheduled for automatic execution and how batch or offline report execution is monitored. The information should also include how to troubleshoot report execution in the event processing halts unexpectedly.

Security setup and maintenance – The HIT/IBM team will define how security is maintained for each new system, including the maintenance or building of security for role based access. Security maintenance for the data repositories and processes must also be included.

Maintenance procedures – The HIT/IBM team will define and document maintenance procedures for the data repositories, including backup schedules, reorganization and rebuilding of database structures and other database maintenance procedures associated with the repositories, processes, and reports.

C-14.1 ELIS-IWISE-ESR Manual

HIT/IBM will deliver document to the ISBE project manager organized into two sections:

C-14.2 Developers Manual

This section will be outlining and detailing operating, maintenance, development, processes, standards, procedures, plus any other technical information required to fully support the components of each new system.

C-14.3 Operations Manual

This section will include the information needed to operate the components of each new system and troubleshoot issues that may arise.

C. 15 Operations Training Results

Purpose

HIT/IBM will provide operations and technical training on the ELIS-IWISE-ESR components, with sufficient detail and supporting materials that ISBE staff with the appropriate technical background will be equipped to operate and maintain the ELIS-IWISE-ESR environment and components. HIT/IBM will work with the State to identify knowledge gaps and training needed by ISBE staff to accomplish the ELIS-IWISE-ESR transition to State control.

Content

The ELIS-IWISE-ESR instructor-led classroom training will balanced lecture by the instructor with hands-on experience with the ELIS-IWISE-ESR system. The training may include:

- Overview
  - System Functions
  - Access Levels
  - Audit Functions
  - Edit Checks
- Accessing the Application
  - Connecting to the Secure website
- Logging into the Application
- Navigation
○ System Functions
  - Report publishing
  - Report execution scheduling, batch processing, and troubleshooting
○ Training Exercises
○ Support
  - Help desk
  - Build processes for software components, including the IWISE portal
  - Report development tools
  - Jobs scheduling, execution, and troubleshooting
  - Security setup, administration, and maintenance
  - Maintenance procedures for the data repositories
○ System Architecture Training, including:
  - Database structure and design, including longitudinal data structures and reporting data structures
  - Batch jobs architecture
  - Report and query architecture
○ Data Quality Issues
○ Maintenance Training, including:
  - System administration
  - System operation
  - Database management
  - Security administration
  - Web administration
  - Data administration

C.16 Implementation Plan

Purpose
The plan will provide the approach, timeline and activities required to transition the knowledge and responsibility of operating, supporting and maintaining ELIS-IWISE-ESR from HIT/IBM to ISBE staff. The deliverable will define roles and identify ISBE staff (and backup resources) responsible for the roles so that staff are prepared to take over the responsibility. The scope of the plan will address the roles and responsibilities for the following areas:
○ Legacy data migration including ETL processing, IWISE portal, and security
○ Configuration and release Management
○ Database Administration of the ELIS-IWISE-ESR RDBMS
○ Development and testing environment maintenance
○ Application, reporting, and data base server support
○ Security configuration and maintenance
○ Documentation
○ Production monitoring and control
○ Training support
○ Help desk support
Content

HIT/IBM will develop a Implementation Plan that will detail the communication, coordination and training activities, performance criteria, assessment tools, and feedback processes for preparing for and conducting Pilot and then production implementation. The Implementation plan will validate the implementation process and tools, and certify the ELIS-IWISE-ESR application, technical environment, help desk and user support materials as ready to move to full production implementation.

The plan includes:

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

C. 17 Pilot Implementation

Purpose

Documentation of the results from the pilot to certify the components meet ISBE’s requirements and the implementation process has been validated. During pilot, known and discovered system errors will be fixed HIT/IBM and updated software will be installed. Each category of work reflected in the ELIS-IWISE-ESR components will be part of Pilot activities. The Pilot activities will be aligned and performed with the User Acceptance Test activities. See 3-12.

Representatives from each user group will participate in the pilot. Support will be provided to Pilot users remotely from the project site and via the Help Desk with assistance from the HIT/IBM team. Software defects will be tracked and addressed via the application maintenance process. During the pilot, the HIT/IBM team will perform capacity benchmark tests to analyze the system performance and predict future requirements.

At completion of the Pilot, the Project Team will assess the results, modify implementation and support processes, and continue with implementation when ready and when the go-ahead is issued by the ISBE Project Sponsors.

Prior to Pilot, Help Desk staff will be trained in the new ELIS-IWISE-ESR functionality and supporting materials.
HIT/IBM will inform participants of their testing responsibilities and understand their important role in the ELIS-IWISE-ESR Project. User training and support materials will be incorporated into the Pilot. Along with the ELIS-IWISE-ESR application, documentation, system support, and Help Desk support are all part of the Pilot.

Content
The information included in the report includes:

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

C. 18 Training and Support Materials

Purpose
HIT/IBM will provide user training and support materials on the ELIS-IWISE-ESR components, with sufficient detail and supporting materials that which will be equip users to operate the ELIS-IWISE-ESR environment and components. HIT/IBM will work with the State to identify knowledge gaps and training needed for ELIS-IWISE-ESR users to accomplish the overall education needed to use the ELIS-IWISE-ESR system.

Content
The ELIS-IWISE-ESR instructor-led classroom training will balanced lecture by the instructor with hands-on experience with the ELIS-IWISE-ESR system. The training may include:

- **Overview**
  - System Functions
  - Access Levels
  - Audit Functions
  - Edit Checks

- **Accessing the Application**
  - Connecting to the Secure website
  - Logging into the Application
  - Layout of ELIS-IWISE-ESR portal
  - Navigation

- **System Functions**
  - Accessing reports
  - Entering of report parameters
  - Drill down and drill through navigation
  - Printing of reports
  - Extracting of report data (various output format selections)
  - Other features that may be implemented (email report distribution, links to external resources)
  - Report development and publishing (limited access)

- **Training Exercises**
- **Support**
• Help desk
• Report development tools
• Jobs scheduling, execution, and troubleshooting

○ Data Quality Issues
○ Maintenance Training, including:
  • System administration
  • System operation
  • Web administration
  • Data administration

C. 19 Implementation Memo

Purpose

During phase 1 and phase 2 of implementation support HIT/IBM will:

○ Perform Defect Resolution – HIT/IBM will resolve identified defects discovered during rollout.
○ Perform Performance Monitoring and Tuning – HIT/IBM will identify and resolve potential performance issues and working with ISBE staff to manage and coordinate solutions. Performance monitoring results and summaries will be made available for review on a weekly basis throughout the transition period.
○ Support help desk resources in resolving ELIS-IWISE-ESR related calls.

Content

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

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

C. 20 Training and Support Memo

Purpose

HIT/IBM will work directly with the pilot participants (Limited to 10 resources) to introduce them to the ELIS-IWISE-ESR repository and to the end user support materials. HIT/IBM will deliver the initial user training and support over a period of thirty (30) business days surrounding Pilot. Support will include one day of classroom training and familiarization, and on call support provided on an as needed basis for the thirty day period. Based on feedback from this activity, HIT/IBM will refine the end user materials in preparation for statewide implementation of the ELIS-IWISE-ESR system.

As part of statewide implementation, HIT/IBM will monitor the online usage of training and support materials, and based on help desk calls and user feedback will implement updates and refinements in the materials as needed. HIT/IBM will monitor is for two months coinciding with production implementation of the ELIS-IWISE-ESR portal.
Content

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

C. 21 Completion and Support Memo:

After implementation of the ELIS-IWISE-ESR repository and portal, HIT/IBM will provide ongoing support and perform the following:

- HIT/IBM will provide Warranty support services – while under contract with ISBE, Warranty services will be as specified in the proposal response and mutually agreed upon with ISBE. Warranty will expire at the close of the contract.

- ELIS-IWISE-ESR Documentation for Turnover – HIT/IBM will prepare a library of the deliverables produced over the course of the project along with documentation created by HIT/IBM to assist them in their activities. In addition to assembling the documentation in a library HIT/IBM will provide a “table of contents” for the library that lists the name, type of document (e.g. design, operations, project management, and test) and document description.

- ELIS-IWISE-ESR Ongoing Support Completion Deliverable – Upon completion of successful turnover to ISBE and the completion of the post implementation support activities HIT/IBM will provide the State with a final ELIS-IWISE-ESR Ongoing Support Completion Memo. This memo summarizes the transition activities that took place, as well as current system status information, outstanding problems and recommendations for system enhancements, if any. The memo should provide assessments, conclusions and recommendations with regard to ISBE’s ability to perform maintenance, technical support and administrative support of the new ELIS-IWISE-ESR system.
### EXHIBIT B
CONTRACTOR'S COST PROPOSAL

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The HIT-LS solution requires a license fee of $55,000 per year starting July 2013. If ISBE has time and material maintenance programmers on site from HIT supporting the system then this fee shall be reduced to $20,000.
EXHIBIT C
SAMPLE SUBCONTRACTOR CERTIFICATIONS AND ASSURANCES

EXHIBIT D
CONTRACTOR CERTIFICATIONS
Standard Certifications for Bidders and Subcontractors

1. Introduction

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

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

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

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

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

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

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

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

2. Legal Ability to Contract

Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

a) Contractor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.

b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.

c) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).

d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the
provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

e) If Contractor employs 25 or more employees and this contract is worth more than $5,000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Contractor is an individual and this contract is worth more than $5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).

g) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.

h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).

i) Contractor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.

j) Contractor has not been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

k) If contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).

l) Contractor, its affiliates, and all relevant subcontractors are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

m) Contractor certifies that it, and any affiliate, is not barred from being awarded contract under 30 ILCS 500/50-11 which prohibits a contractor from entering into a contract with a State agency if the contractor is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.

n) Contractor and all affiliates are not barred from being awarded a contract under 30 ILCS 500/50-12 and that they shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. The Contractor acknowledges failure to comply can result in the contract being declared void.

o) Contractor certifies in accordance with 30 ILCS 500/50-14 that it is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency
may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.

p) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

q) Contractor is not in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30).

r) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

s) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

t) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).

u) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

v) The contractor certifies in accordance with (30 ILCS 584) that no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of twelve (12).

w) Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30-ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."

x) Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).

y) Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).

z) Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

aa) Contractor certifies that is has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
bb) Contractor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43), and as applicable has obtained an assumed name certificate from the appropriate authority or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

a) That it will not discriminate against any employee or bidder for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Bidders will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.

f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.

g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify ISBE and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

Please check the appropriate box below:

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

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

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

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**Signature of Contractor**

[Signature]

**Name of Contractor**

DEAN HUFF

**Title**

PRESIDENT

**Date**

8/22/2011
Certificate of Registration

Registration No. 15202

Hupp Information Technologies
32 Foresters Lane
Springfield IL 62704

Information for this business last updated on:
Tuesday, May 24, 2011

Certificate produced on Monday, August 22, 2011 at 8:58 AM
DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: Dean Hupp

D/B/A (if used): Hupp Information Technologies

Name of any Parent Organization: ____________________________

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

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

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

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

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

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

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

OR

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

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

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity? ☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20? ☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity’s or parent entity’s distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) ☐ Yes ☒ No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☒ No

5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: ___________. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
   0.5% or less ____>0.5 to 1.0% ____>1.0 to 2.0% ____>2.0 to 3.0% ____>3.0 to 4.0% ____>4.0 to 5.0% ____ and in additional 1% increments as appropriate __________% outskirts Lane

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

   Sole Proprietorship ☒ Stock ☐ Partnership ☐ Other (explain) ______________________________

   Name: Dean Hay
   Address: 37 Forest Lane
            Springfield, IL 62704

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

   (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

   (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

   (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

   (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

   (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☒

   (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

   (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

   (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

   (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

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

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

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

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

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

Check One: [X] No Conflicts Of Interest

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

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

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

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

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

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

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

[X] There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).
Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

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

Special Education - JSS - SEOS - Jennifer Andruskевич
Special Education Project - Tosh Kindred and Ryan Stysman
Early Childhood - Brian Roberts
ECC Reporting - Brian Roberts

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Hupp Information Technologies

Name of Authorized Representative: Dean Hupp
Title of Authorized Representative: PRESIDENT
Signature of Authorized Representative: [Signature]
Date: 08/22/2011
TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).
   - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
   - If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
   - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.
   - If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
   - For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name: Dean Hupp

Business Name: Hupp Information Technologies

Taxpayer Identification Number: ____________________________
   Social Security Number ____________________________
   or
   Employer Identification Number ____________________________

Legal Status (check one):

☐ Individual

☒ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing

☐ Corporation NOT providing or billing medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

Signature: ____________________________ Date: 08/22/2011
1) This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

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

Will subcontractors be utilized?  ☑ Yes  ☐ No

3) Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontract within 20 days of execution of this contract.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBM</td>
<td>1,500,000</td>
<td>Programming</td>
</tr>
<tr>
<td>3201 West White Oaks, Suite 204  Springfield, IL 62704</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
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<td>Catalyst Systems</td>
<td>324,000</td>
<td>Programming</td>
</tr>
<tr>
<td>211 West Wacker Dr, Chicago IL 60606</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alice Campbell Staffing</td>
<td>740,000</td>
<td></td>
</tr>
<tr>
<td>2221 West Wendell Ave, Suite 500  Springfield, IL 62704</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4) The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such contracts within 20 days of execution of the subcontract.

5) All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This information is submitted on behalf of: Hupp Information Technologies (Vendor/Subcontractor Name)

Name of Authorized Representative: Dean Hupp (President)

Signature of Authorized Representative: [Signature]

Date: 08/22/2011