

RESOLUTION NO. 22182

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Liferay Software, Maintenance, and Support. Pursuant to the Tollway’s Invitation for Bid No. 20-0181, the Tollway has determined that NXGN, Inc. is the lowest responsive and responsible bidder for Liferay Software Maintenance and Support for an upper limit of compensation not to exceed \$720,720.00 for an initial two-year term and an amount not to exceed \$784,080.00 for a possible two-year renewal term.

Resolution

The bid from NXGN, Inc. for the purchase of Liferay Software Maintenance and Support is accepted. Contract No. 20-0181 is approved in an amount not to exceed \$720,720.00 for an initial two-year term and an amount not to exceed \$784,080.00 for a possible two-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. The Illinois Tollway is looking for vendors who share that commitment and will help meet that goal.

- 1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Tollway is seeking a vendor to provide Liferay software, maintenance and support. Bidders must be authorized Liferay partners or resellers. Only Liferay brand products will satisfy the requirements of this contract. This is not intended to limit or restrict competition, but is needed in order to ensure compatibility and proper functionality with existing Liferay software and products already in use by the Tollway.

The products and associated maintenance and support included in this contract are as follows:

Line Item	Description	Part Number	Quantity
1	Liferay DXP Enterprise Subscription, Non-Production Sizing 1. Platinum Level Software 24 x 7 Support. Annual Subscription.	LR-NP-DXP-S1-P	16
2	Liferay DXP Enterprise Subscription, Production Sizing 1. Platinum Level Software 24 x 7 Support. Annual Subscription	LR-PROD-DXP-S1-P	8

- 1.1.1 **Brand Name Only (No Substitutes):** The Original Equipment Manufacturer (OEM) Liferay DXP Enterprise Subscription is brand specific; no substitutions are allowed. Only OEM Liferay DXP Enterprise Subscription maintenance and support shall satisfy the requirements of this contract. This is not intended to limit or restrict competition but instead is needed to ensure compatibility and proper functionality with the Illinois Tollway’s existing Liferay DXP Enterprise software.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. **INVOICES:** Vendor shall submit itemized annual invoices within fifteen (15) days, of electronic delivery of product, to the Tollway. Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532, or emailed to: FinanceInvoices@getipass.com.

1.4. VENDOR / STAFF SPECIFICATIONS: The Tollway is aware that, in the Information Technology industry, manufacturers often make products or services available to customers via an indirect channel. Those channel participants may be referred to as resellers, distributors, partners, providers, or other designations. The Tollway is unable to research, distinguish and define the various types of manufacturer sales programs for all products and services on the market; therefore, the Tollway requires that vendors responding to this bid provide an artifact (i.e. certification, statement), indicating their ability and authorization to resell and deliver products or services to the customer on behalf of the manufacturer. Vendors providing bids are also required to acknowledge responsibility for and authorization to provide pre- and post-sales support, where applicable. The bidder shall be required, upon request by the Tollway, to submit this artifact to the Tollway within five (5) days of the request.

1.5. TRANSPORTATION AND DELIVERY: Product, upon contract execution, shall be electronically delivered to the following address: isoft@getipass.com, with a courtesy copy sent to Tom Hutchings at thutchin@getipass.com. Any updates, patches, etc. shall also be delivered to the following address: isoft@getipass.com, with a courtesy copy sent to Tom Hutchings at thutchin@getipass.com.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: 116 W Jackson Blvd. Ste 225
Chicago, IL 60604

Value of services performed at this location: 100%

- Location where services will be performed:

Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract. **Bidder must bid on all line items to be considered responsive.**

Description	SKU	Quantity	Unit of Measure	Unit Price	Extended Price (Unit Price x Quantity)
Liferay DXP Enterprise Subscription, Non-Production Sizing 1. Platinum Level Software 24 x 7 Support. 2 Year Subscription 03/15/2021 through 03/14/2023	LR-NP-DXP-S1-P	16	Each	\$ 15,015	\$ 240,240
Liferay DXP Enterprise Subscription, Production Sizing 1. Platinum Level Software 24 x 7 Support. 2 Year Subscription 03/15/2021 through 03/14/2023	LR-PROD-DXP-S1-P	8	Each	\$ 60,060	\$ 480,480
Initial 2 Year Term Total				\$ 720,720	

Vendor shall supply pricing for the renewal terms in the renewal pricing tables in the Pricing Section. Award shall be based on pricing for Initial Term only.

Renewal Pricing – Year 1

Description	SKU	Quantity	Unit of Measure	Unit Price	Extended Price (Unit Price x Quantity)
Liferay DXP Enterprise Subscription, Non-Production Sizing 1. Platinum Level Software 24 x 7 Support. 1 Year Renewal Subscription. 03/15/2023 through 03/14/2024	LR-NP-DXP-S1-P	16	Each	\$ 8,167.5	\$ 130,680
Liferay DXP Enterprise Subscription, Production Sizing 1. Platinum Level Software 24 x 7 Support. 1 Year Renewal Subscription. 03/15/2023 through 03/14/2024	LR-PROD-DXP-S1-P	8	Each	\$ 32,670	\$ 261,360

Renewal Year 1 Total	\$ 392,040
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Renewal Pricing – Year 2

Description	SKU	Quantity	Unit of Measure	Unit Price	Extended Price (Unit Price x Quantity)
Liferay DXP Enterprise Subscription, Non-Production Sizing 1. Platinum Level Software 24 x 7 Support. 1 Year Renewal Subscription. 03/15/2024 through 03/14/2025	LR-NP-DXP-S1-P	16	Each	\$8,167.5	\$ 130,680
Liferay DXP Enterprise Subscription, Production Sizing 1. Platinum Level Software 24 x 7 Support. 1 Year Renewal Subscription. 03/15/2024 through 03/14/2025	LR-PROD-DXP-S1-P	8	Each	\$ 32,670	\$ 261,360
Renewal Year 2 Total				\$ 392,040	

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract for its initial term is estimated at \$720,720.00. This value is approved by the Tollway’s Board of Directors and may be pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

2.3 EXPENSES ALLOWED: Expenses are not allowed as follows: N/A.

2.4 DISCOUNT: The State may receive a [Click here to enter text](#) % discount for payment within [Click here to enter text](#) days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR’S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor’s Price for the Initial Term: \$720,720.00

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor’s Price for the Initial Term.

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as listed in Section 2.1.1 above unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Vendor's Price for Renewal(s): Refer to Section 2.1.1. above.

2.6 **MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$864,864.00 during the initial term without a formal amendment.

THA - Toll Highway Authority

P.O. Date: 3/12/2021

Purchase Order

Purchase Order Number 20-557THA-INFOT-P-24383 Master Contract? N Contract/Ob #: P-16001

V E N D O R	Vendor Number: V00020235 NXGN, Inc.
	116 W Jackson Blvd, Ste #225 Chicago, IL 60604
	null
	null

S H I P T O	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
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B I L L T O	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (630) 241-6800
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**VENDOR INSTRUCTIONS:
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES**

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:
 -Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
 -Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES
 -Please see specific requirements provided by the purchasing entity.

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 20-557THA-INFOT-B-19412 Contract Begin Date: 03/15/2021 Contract End Date: 03/14/2023	Freight Terms: Payment Terms: Delivery Calendar Day(s) A.R.O.: 5
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Item # 1 Class-Item 920-45 Liferay DXP Enterprise Subscription, Non-Production Sizing 1. Platinum Level Software 24 x 7 Support. SKU: LR-NP-DXP-S1-P 2 Year Subscription 03/02/2021 through 03/01/2023								
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
16.00	\$ 15,015.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 240,240.00

Item # 2
Class-Item 920-45

Liferay DXP Enterprise Subscription, Production Sizing 1. Platinum Level Software 24 x 7 Support.
SKU: LR-PROD-DXP-S1-P
2 Year Subscription 03/02/2021 through 03/01/2023

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
8.00	\$ 60,060.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 480,480.00

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 720,720.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: _____
Vendor
Signature: _____
Printed Name: _____
Title: _____
Phone #: _____
Email: _____
Date: _____

APPROVED

By: Elizabeth Boyd
Phone#: (630) 241-6800
BUYER

State of Illinois Agency or Other Purchasing Entity Procuring State Agency or Entity: _____ Illinois State Toll Highway Authority

Official Signature: 

Printed Name: José R. Alvarez

Title: Executive Director

Designee Signature: _____

Printed Name: Eric Occomy

Title: Chief of Contract Services

Date: 03/15/2021

Legal Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____
Using Agency Funding Source: _____
Detailed Expenditure Object Code: _____
Approp. Acct Code: _____
Award Code: _____
Original Proc. Method: _____
Subcontractors Disclosed: _____
Subcontractors Utilized: _____
Publication Date: _____ Financing Needed: _____
IPG Cert/Disclosure Yes _____ No _____

Signature:



Eric Ocomy (Mar 15, 2021 17:20 CDT)

Email: EOcomy@getipass.com