

NORTHERN ILLINOIS UNIVERSITY
OFFICE OF PROCUREMENT SERVICES
LOWDEN HALL 107
DEKALB, ILLINOIS 60115

Sealed proposals will be accepted in the above office until:
2:30 pm local time, Tuesday, JULY 22, 2008

**Content Management System
RFP #TEM98902**

COMPANY

DATE

ADDRESS

CITY, STATE, and ZIP CODE

TELEPHONE #

FAX #

DEPARTMENT OF HUMAN RIGHTS NUMBER (DHR)

TIN (FEIN OR SOCIAL SECURITY) NUMBER

REPRESENTATIVE'S EMAIL ADDRESS

NOTE:

Faxed proposals will **NOT** be accepted. Vendor must mail or hand-deliver proposal to Procurement Services at the above address.

Transmissions received after the opening time above MUST BE REJECTED. Only Proposals downloaded from the Procurement Bulletin website are to be used for this submittal.

Direct questions regarding this request for proposal to:
Thomas E. Miller, Procurement Officer III
Phone: 815/753-6107 Fax: 815/753-6800

The attention of bidders is directed to the brochure "Procurement Rules . . . For Public Institutions of Higher Education" effective 11/20/98, and the Illinois State Procurement Code effective 7/1/98. These regulations are incorporated by reference into this proposal as if they were contained herein. If you have not received a copy of the above regulations, please contact us or go to the Internet website address:

www.procure.stateuniv.state.il.us

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SCOPE OF WORK

Northern Illinois University (hereinafter referred to as UNIVERSITY) is soliciting proposals from prospective content management solution entities (hereafter referred to as VENDOR) that specialize in providing Web Content Management Solutions. This request for Proposal (RFP) outlines basic requirements as specified. Proposals submitted are to be in accordance with the outline and specifications contained herein and are to remain in effect a minimum of 120 days from the date of submission and thereafter until written notice is received from the bidder. A statement to this effect should be contained in the VENDOR'S cover letter. Proposals for periods of less than 120 days may be considered non-responsive.

OVERVIEW OF NIU

Chartered in 1895, Northern Illinois University, (NIU) is a comprehensive teaching and research institution with a student enrollment of more than 25,000. Located in one of the most dynamic regions of the country, with its main campus in DeKalb (just 65 miles west of Chicago), NIU also operates outreach centers in Hoffman Estates, Naperville, Rockford, and Oregon, Illinois. The university is composed of seven degree-granting colleges that together offer 52 undergraduate majors and 74 graduate programs, including 10 Ph.D. programs, doctoral degrees in Education and the Juris Doctorate. NIU is a NCAA Division I school and the NIU Huskies compete in the Mid-American Conference.

Northern Illinois University employs approximately 8,350 employees of which 3,700 are employed full time. The full-time employee count is composed of nearly 2,000 faculty and administrative professionals and approximately 1,700 State of Illinois civil service workers.

OVERVIEW OF PROJECT

The University is seeking a robust and scalable web content management system that enables non-technical users to maintain website content. Since the launch of the university's Web Presence Project in October 2006, more than 100 units have moved their websites to the university's Web Presence templates. The templates create an effective, accessible and sustainable web presence for the university. The next phase of this project will be to move these websites to a more dynamic web content management system that simplifies website maintenance.

PROJECT TIME FRAME

Following a review and selection process, the university expects to begin program implementation. The roll out of the web content management solution is planned for January 2009.

TECHNICAL SPECIFICATIONS

The university's Web initiatives require a robust content management environment that is easily accessible to front-line staff and other content contributors with no knowledge of HTML. Content will be created in the system and derived from external applications and content repositories. All content will be stored or referenced within the Content Management System. Content source can be from other Web pages (html), XML content, MSWord documents, PDF documents, typed or copied text, existing PC files of various types, and multimedia objects (graphics, audio, video, etc). The CMS must be able to track content and support action dates (begin date, review date, archive date, end date, etc). The CMS must provide a content "review and approval" workflow. The CMS must be able to support multiple methods of content entry from a decentralized environment.

All technical questions should be referred to: Mr. Dan Ihm: dihm@niu.edu or 815-753-6797.

SUBMISSION OF RESPONSES:

Vendors shall **submit five copies of their proposal**, with the original clearly marked, using forms provided and in the designated format. Proposals may be sent by U.S. Postal Service or express courier-type service such as FedEx or UPS, properly addressed to ensure on-time delivery. Properly addressed, FedEx packages, UPS packages, and U.S. Postal service packages are delivered through the university's campus mail system so appropriate labeling and early shipping is required to ensure on-time delivery.

Please use the following address for delivery of proposal:

**Northern Illinois University
Procurement Services
Lowden Hall 107
590 College Avenue
DeKalb IL 60115**

There shall be no extensions granted or late proposals accepted. Any proposals received after the due date and time will be returned unopened and shall not be considered. If you mail your response, you may wish to call 815-753-1671 to verify its receipt.

Vendors are encouraged to thoroughly read and familiarize themselves with the details of the RFP before completing the materials. No relief will be allowed from the RFP conditions unless you make written exception(s) on your proposal to the terms and conditions of the RFP.

Questions related to the submission of proposals should be directed to Thomas E. Miller @ 815-753-6107 or reached using email at tmiller@niu.edu. **An electronic copy of this document will not be furnished. Only downloaded documents from the Illinois Higher Education Procurement Bulletin will be accepted.**

PROPOSAL FORMAT

Proposals are to be submitted as a booklet or in notebook form with appropriate indices. Each proposal should be prepared simply and economically, providing a straightforward concise description of the VENDOR'S approach and ability to meet the UNIVERSITY'S needs as stated in this RFP. EACH SECTION of vendor's proposal must correspond with the sections listed herein this request for proposal. Be sure to identify each reply with the corresponding number when submitting your proposal.

PROPOSED MATERIALS

The material submitted in response to the RFP becomes the property of the University upon delivery to the Procurement Office and is to be appended to any formal document, which would further define or expand the Contractual relationship between the UNIVERSITY and the VENDOR. All of the material will be considered as part of this RFP.

EVALUATION CRITERIA

All proposals will be evaluated based on criteria as listed. Final decision may involve one or two presentations by the vendor, negotiations involving final content of the contract and price, terms of sale, or other communications between the selected vendor and the University to clarify such work.

Evaluation Criteria:

1. Technology Architecture
2. Content Management
3. Content Storage and Re-Use
4. Search
5. Content Syndication & Co-Branding
6. Publishing and Replication
7. System Administration
8. Site Implementation
9. Product Training & Support
10. Vendor Information

The university will review and evaluate all proposals received considering all information as is provided and as the university may determine from business references given, or as may be obtained from other resources available. The university reserves the right to reject any and all proposals received. The university may select the proposal that the university believes best in meeting the university's needs, specifications, and program goals.

Criteria to be used for evaluating Proposal responses are as follows:

70% of the evaluation criteria is as follows:

- Compliance with these Proposal specifications.
- Ability to provide the software and services specified.
- Respondent's previous experience and credentials in providing this type of service.
- Software flexibility, versatility, and expandability.
- Experience with similar projects which includes technical staff and the speed and ability with which the respondent will provide required maintenance, service, and support.
- Volume of trained support staff.
- Ability to provide future upgrades/patches.
- Past experience in providing upgrades/patches.
- Favorable recommendations from referenced clients where similar or like services have been performed.
- Quality and completeness of response.

30% of the evaluation criteria is as follows:

- Cost (including cost of maintenance contracts)

PROPOSAL OPENING & INFORMATION

All proposals shall be publicly opened at the time and address stated in this request and the Procurement Bulletin advertisement unless the date and/or time is changed prior to the Proposal opening by addendum to prospective bidders of this record. The public opening of proposals is for informational purposes only and is not be construed as acceptance or rejection of any submission. The University does not publish a re-cap sheet for proposal openings nor will information be given over the phone.

In keeping with the state of Procurement Code and Rules, there shall be no disclosure of pricing information at the opening of this request for proposal. A record is maintained and the complete file becomes a public document available for review following the award of order and/or contract. The opening will only consist of reviewing each proposal for the completeness of required forms.

AWARD

The University will award a purchase order and contract to the vendor whose proposal the University personnel and evaluation committee believe, in their judgment, best meets the University's goals, schedule, budget and specifications, as provided herein. The University shall be the judge of acceptability of any proposal and may choose that one best meeting the University's needs and goals.

This request for proposal in no manner obligates the University to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the University without penalty or obligation at any time prior to the signing of an Agreement or Purchase Order.

VENDOR PRESENTATIONS

The University reserves the right to, but is not obligated to, request and require that each VENDOR provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No VENDOR will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other proposal.

PROPOSAL QUALIFICATION

To qualify for evaluation, the vendor must have at least five years' experience providing integrated content management solutions to higher education institutions. VENDOR'S proposals must be responsive and must have been submitted on time and must materially satisfy all mandatory requirements identified throughout the RFP. To be considered responsive, a proposal must be reasonable and substantially conform to all of the specified requirements in the RFP in the judgment of the UNIVERSITY. Any deviation from requirements indicated herein must be stated in the proposal specifically under the category "EXCEPTIONS", and clearly identified. Otherwise it will be considered that proposals are in strict compliance with all requirements, and any successful VENDOR will be held responsible therefore.

AMERICANS WITH DISABILITIES ACT OF 1990

If special accommodations are required in order to attend the proposal opening or vendor presentation, contact the Procurement Office no later than three (3) days before event.

DHR

Northern Illinois University is required to deal only with those firms registered with the Illinois Department of Human Rights (Fair Employment Practice Commission). If you are uncertain if you have a DHR number, please contact the Illinois Department of Human Rights prior to the proposal opening date. The address for the Illinois Department of Human Rights is:

Department of Human Rights, Public Contracts Section
100 W Randolph, Chicago, IL 60601 (312) 814-2432

No purchase order will be issued to a firm without a DHR number.

PREQUALIFICATIONS REQUIREMENTS

1. Vendor must provide a completed BID CERTIFICATIONS form. (form attached)
2. Illinois Department of Human Rights
In order to be eligible to bid on the project, the vendor must, prior to the proposal opening, have filed with the Illinois Department of Human Rights a properly completed and sworn employer Report Form (Form PC-1 which is currently valid) to obtain from them a DHR number. (Form attached for Certification)
3. Vendor must provide Vendor Disclosures Form (form attached)
4. Vendor must provide a completed IL Bidder's Application form. (form attached)
5. Vendor must provide a completed W-9 form. (form attached)

ERRORS AND OMISSIONS

The vendor is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of this request. Should the vendor suspect any error, omission, or discrepancy in the specifications or instructions, the vendor shall immediately notify the University, in writing, by the most expedient means, and the University shall issue written instructions to be followed. Such notices are to be addressed to the buyer shown on cover page. The vendor is responsible for the contents of their proposal and for satisfying the requirements set forth in the RFP.

NOTICE TO VENDORS

If a bidder receives this request for bid/proposal from a third party, that bidder MUST notify Northern Illinois University Procurement Services as soon as possible of your intent to submit a response.

This information is needed so that you will receive any addenda that might be issued for this bid/proposal. The university will accept no responsibility for completeness of materials if you have not registered and downloaded the document directly from the Illinois Public Higher Education Procurement Bulletin website or obtained it from the University directly.

It is recommended that vendors check the Illinois Higher Education Procurement Bulletin web site regularly before the opening of the RFP for any addenda that may be issued.

ADDENDUM

Any addenda issued to VENDORS prior to the proposal opening date shall include an addendum acknowledgement section. Since all addenda become a part of the proposal, all addenda must be signed by an authorized VENDOR representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements may be grounds for rejection of the proposal response.

REJECTION OF PROPOSALS, WAIVER OR IRREGULARITIES

The University and/or the Board of Trustees of Northern Illinois University reserves the right to reject any or all proposals, to waive irregularities, and to accept that proposal which is considered to be in the best interest of the University. Any such decision shall be considered final.

EXCEPTIONS

The proposal speaks for itself. Vendors taking exception to any terms, conditions or specifications of this proposal must clearly state in writing such exception(s) either on or with their proposal. The University will be the sole judge of the acceptability of any exception noted, and is not bound to consider any proposal submitted with exceptions.

The UNIVERSITY has provided a detailed statement of need with mandatory requirements for VENDORS to meet in order to be considered for our Integrated Content Management Solution. However, it is not our intent to limit innovations or creativity in your preparation of a proposal to accomplish this task. The UNIVERSITY invites alternate proposals, innovative ideas, new concepts and partnership arrangements in addition to those requirements stated in this Request for Proposal. Options for unique business features, special services, or discounts are encouraged.

Those VENDORS who wish to provide optional offerings may do so in a separate section, included in the proposal and titled: Alternate Proposal.

CONFIDENTIALITY

From the date of issuance of the RFP until the opening and award date, the vendor must not make available or discuss his proposal, or any part thereof, with any employee or agent of the university. The vendor is hereby cautioned that any part of his proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois statutes.

VENDOR RESPONSIBILITY

It shall be understood by, and the vendor hereby agrees, that they shall be solely responsible for all products and services they propose, notwithstanding the detail present in the RFP.

Expenses for developing and presenting proposals shall be the entire responsibility of the VENDOR and shall not be chargeable to the UNIVERSITY. All supporting documentation and manuals submitted with this proposal will become the property of the UNIVERSITY unless requested by the VENDOR, in writing, at the time of submission, and agreed to, in writing, by the UNIVERSITY.

Vendor will be responsible to provide software and installation instructions so that the university can install and upgrade independently from vendor. Vendor customer and technical support shall be available for assistance with product installation and upgrades.

WARRANTIES

Warranties offered for any equipment, goods, and/or services to be provided in response to this RFP should be specified clearly. The University expects a minimum warranty inclusive of the following:

- That the software is free from defects and errors and will perform in accordance with the specifications of the software.
- That it contains no undocumented features and that the documentation is complete.
- That it does not infringe upon the intellectual property of any third-party.
- That it will perform according to specified metrics for response time and availability.
- That the vendor has the corporate power and authority to perform its obligations under the agreement

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals submitted prior to the proposal opening date and time may be modified or withdrawn only by written notice to the university. Such notice may be by mail or FAX but must be received prior to the time designated for opening of the proposal. Respondents may change or withdraw the proposal at any time prior to the opening time for the proposal. Only letters or other written formal notices, with authorized signatures, received prior to the opening will be accepted but must be addressed in the same manner as the

proposal for proper identification and labeled as "Modification of Proposal". When opened, the proposal thus affected will be modified in accordance with the written instructions. Proposals withdrawn prior to the opening may be resubmitted up to the time of the opening, subject to all existing requirements of the proposal.

FULL PRICING AND CONTINGENCIES

The University shall hold the successful bidder to proposal pricing. Additional charges for contingencies discovered by the vendor at any time after the date of submission of this proposal will not be considered by the University. The special attention of bidder is directed to the fact that no claim for relief because of errors or omissions shall be considered, and bidder shall be held strictly to this quotation as submitted. Any prospective bidder, finding discrepancies in, or omissions from any of the documents, or be in doubt as to their meaning, they shall advise the Assistant Director of Procurement Services, who shall issue the necessary clarification.

PAYMENT TERMS

The University will not make prepayments, deposits, or down payments to secure these products and services.

TERMINATION BY COURT ORDER

In the event this contract is determined in any court action to be in violation of any state law, the Contractor shall not look to the University for recovery of any damages or reimbursement of expenses of any kind or any amount paid here under.

PROJECT TIME FRAME

Vendor's projected time frame for completion of this project will be considered as one of the factors in making an award and the bidders shall state, a schedule of the projected time frame for the completion of this project. Failure to meet such promises without prior consent of the Director of Procurement Services will be considered a breach of faith.

TAXES

The University will not assume liability for any federal, state or municipal taxes.

GOVERNING LAWS

Any contract or purchase order resulting from this RFP will be governed by and construed in accordance with the laws of the State of Illinois. The successful vendor agrees to comply with all laws, statutes, regulations, rulings or enactments of any governmental authority. The successful vendor shall obtain (at its own expense) from third parties, including state and local governments, all licenses, permits, and permissions necessary for the performance of services.

The vendor must furnish certification of authority to conduct business in the State of Illinois as a condition of contract of award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the vendor need not be registered as a prerequisite for responding to the RFP.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the University's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to specifications, or damaged materials, or unsatisfactory work shall be corrected to the University's satisfaction by the successful bidder at no additional charge.

INDEMNIFICATION

The contractor shall indemnify and hold harmless the Board of Trustees and its members, representatives, officers, agents, and employees from and against any and all claims, demands, suits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the contract hereunder,

whether or not caused or contributed to by or on account of any acts omissions on the part of the contractor or of any subcontractor or any of their respective agents, servants or employees or any negligence or alleged negligence on the part of the Board of Trustees, its members, representatives, officers, agents or employees.

PROPOSAL RESPONSE

Bidders are urged to respond to this proposal request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on correct bid list(s).

BIDDER'S ATTACHMENT TO THE PROPOSAL

Any attachment to this proposal, as required by the proposal conditions, or made at the bidder's option, must reference on the face the proposal title, opening date and time.

AMENDMENTS

Any resulting contract shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract. The University may from time to time make changes in the services to be performed by issuing an amendment from its Procurement Office to the Provider. If any such amendment causes an increase or decrease in the cost or frequency of service, an equitable adjustment shall be made as applicable and will be reduced to writing in the amendment; however, Provider agrees to waive all claims for adjustment in regard to any services performed without prior receipt of any appropriate written amendment.

NON-DISCRIMINATION

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status or handicap protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a proposal, VENDORS certify that they will conform to the provisions of the Federal Civil Rights Action of 1965, as amended.

CANCELLATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The University will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the University deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellation shall not limit the University's right to seek any other remedies allowed by law.

INDEMNIFICATION AND HOLD HARMLESS

The VENDOR shall defend, indemnify and hold harmless the UNIVERSITY, its officers, employees and agents, against any and all liability of whatever nature, which may arise directly or indirectly by reason of the VENDOR'S performance under this Agreement.

VENDOR LIABILITY

In no event shall the UNIVERSITY be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished in your response or any resulting Contract.

RESPONSIVENESS

It is the bidder's responsibility to return a completed and legible bid/proposal to NIU Procurement Services in the **same order** and/or format in which it was received or downloaded by vendor. All forms/pages must be filled out in their entirety. Failure to submit a completed bid/proposal in its original format and order may be grounds for disqualification.

EARLY TERMINATION

The UNIVERSITY shall have the right to terminate the contract with the VENDOR without penalty after the UNIVERSITY'S sixty (60) days' written notice of termination to the VENDOR under the following circumstances:

Default of VENDOR

It shall be considered a default whenever the VENDOR shall:

- a. Disregard or violate material provisions of the contract documents or UNIVERSITY instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
- b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

Convenience of the UNIVERSITY

The UNIVERSITY reserves the right to terminate the contract, without penalty, when termination of the contract is construed by the UNIVERSITY to be in its best interest for serving the community and its students, faculty, and staff.

NON-ASSIGNMENT

The agreement shall be between the UNIVERSITY and the VENDOR and the VENDOR shall neither assign nor delegate the agreement, its rights or obligations, or any of its terms without the express written permission of the UNIVERSITY.

PRICING VARIANCES

No changes shall be made, nor invoices for extra changes, alterations, modifications, deviations, and extra orders be recognized or paid except where authorized in writing by the university. The UNIVERSITY will not authorize payment for changes, alterations, modifications, deviations, etc. that are a result of VENDOR error.

VENDOR PAYMENT/BILLING TERMS

Payments of invoices will be made pursuant to the Illinois State Prompt Payment Act (or a time frame determined by mutual consent) after receipt of invoice and approval by the Disbursements Department, for each month of service completed.

CIVIL RIGHTS REQUIREMENTS

All VENDORS must be in compliance with the directives of the Illinois Department of Civil Rights.

ENTIRE AGREEMENT

An agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of this agreement. Any amendment or modification to this agreement must be in writing and signed by the parties hereto.

SEVERABILITY

It is understood and agreed that if any part, term, or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision to be invalid.

MODIFICATION OF SERVICE

The UNIVERSITY reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the VENDOR resulting from such changes are subject to acceptance by the UNIVERSITY.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

PUBLICITY/ENDORSEMENT

Unless specifically authorized in writing by the UNIVERSITY on a case-by-case basis, the financial entity or service provider shall have no right to use, and shall not use, the name of Northern Illinois University, its officials or employees, or the seal or marks of the UNIVERSITY in advertising, publicity, or promotion; nor to express or imply any endorsement of your supplies or services.

INDEPENDENT CONTRACTOR

The VENDOR agrees that in all respects its relationship with the UNIVERSITY will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the UNIVERSITY or incur any obligation on the part of the UNIVERSITY without written authority of the UNIVERSITY.

CONFIDENTIAL INFORMATION

The University treats proposals as confidential until the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

MISCELLANEOUS

Proposal must be made on this form. Sign and return the Proposal. Make certain to retain a copy for your files. Unsigned Proposals will not be considered. Proposals will be available for inspection in the Office of the Director of Procurement Services **after award** of order. Results WILL NOT be given over the telephone or by mail or fax.

NOTE: It is highly recommended that the vendor completely read the proposal prior to filling out to become acquainted with terms and conditions of the proposal document and its requirements.

QUALIFICATIONS FOR PROPOSAL

The specification details that follow are intended to establish the quality and design that have been determined to satisfy the requirements of this project.

This is a reminder to all bidders to read the entire proposal carefully before submitting and to fill in all required blanks, to eliminate any possible errors on the part of bidder.

Note: A contract between NIU and awarded vendor will need to be executed before a purchase order can be issued to the successful vendor.

BID/RFP EVALUATION AND AWARDS

In awarding bids or proposals, the University reserves the right to make all-or-none awards, item-by-item awards, section-by-section awards, and/or grouped-item awards if it is in the best interest of the University. The University also reserves the right to pull any section or line item(s) from a bid or proposal if it is deemed to be in the best interest of the University. Vendors also please note that quantities shown on the specifications pages may be estimated requirements only. Actual usage may be more or less than quantities listed. There is no guarantee given that any bid or proposal award(s) will result from this bid or RFP; individual items, products, and/or services may or may not be ordered; and if a bid or proposal award is issued, quantities ordered may vary from quantities shown on the specifications page. In evaluating and awarding (or choosing not to award) bids and/or proposals, the decision of the University shall be final.

AMENDMENTS TO AWARDS

The University reserves the right to amend any award(s) resulting from this bid or proposal. Amendments may be issued for reasons including but not limited to increasing or decreasing dollar amounts and/or quantities, and/or to extend or decrease the time period of the term, as needed and as determined to be in the best interest of the University.

VENDOR'S AGREEMENTS

Any agreement, which the vendor wishes to be signed by the university prior to initiating the contract, must be included with the proposal. Such agreements will be reviewed by the university and if, after discussion, the vendor is not willing to delete or alter any terms or conditions deemed objectionable by the university, the proposal containing the objectionable terms or conditions shall be rejected in its entirety. No terms or conditions shall be incorporated into any resulting contract unless agreed to in writing by the university.

THE FOLLOWING INFORMATION SHALL BE ADDRESSED IN VENDOR'S PROPOSAL ACCORDING TO SECTION AND NUMERIC NOTATION AS LISTED.

Do not deviate from the corresponding numbers. Make sure each response responds accordingly to each number under each section. A "no response" may disqualify your proposal.

SECTION ONE

Technology Architecture

System Requirements

1. Describe your technology architecture
2. What server Operating Systems are supported?
3. What client Operating Systems are supported?
4. In what language is the content management system built?
5. Is the client browser-based? Which browsers and browser versions are supported?
6. What technologies are required on the client machine or browser to enable the content editors to function (e.g., Active X, JavaScript etc.)?
7. What databases are supported?
8. What web servers are supported?
9. Does your technology architecture require an application server for processing real time content transformations or is content published in a static format?
10. Does your technology architecture include a replication service for replicating content to multiple servers?
11. What are the recommended hardware requirements for running your CMS software? Include number of servers, RAM requirements, and disk space.
12. Describe the template languages supported or the method in which templates are created and used by the content management system.
13. Can an external editor such as Dreamweaver be used to edit content? Content within templates? Content without a template?
14. If the content management system is shut down, do sites delivered by the system stay up and running?

Technology Infrastructure

- 15. Describe the base data model for your product.
- 16. Outline the Open Standards (e.g. LDAP, XML, XSLT, etc) that are supported by your product. Describe how your product uses them.
- 17. Describe the future directions for your product? For example, if there are plans for new features, integration with other products or modules, a shift in technologies and the like, please describe them.
- 18. Identify proprietary and non-standard components of your product.
- 19. Does your product have an open API?
- 20. Can your data model be customized to meet University needs? If so, explain. How is the customization carried forward in product upgrades?

Scalability

- 21. Describe the performance characteristics of your product. E.g. how many concurrent users can use the system?
- 22. Describe the scalability of your product. What limits, if any, are there on the numbers of public web servers supported? On the number of users supported? What is the limiting factor in scaling your product to increasing numbers of servers and users?
- 23. Does your product support load balanced servers and clustered servers?

Technology Upgrades

- 24. When is the next scheduled major release of your product? What is your maintenance release schedule?
- 25. Describe your release notification and delivery process.
- 26. How are customer feature requests incorporated into your product development process?

SECTION TWO

Content Management

Creating Content

1. Describe all of the methods in which content can be entered or submitted using your product.
2. Describe the necessary skill set to add content to your product
3. Does your product make creating pages with the correct template and placement into the proper directory self-evident? Describe how.
4. What text formatting tools are available in your product? Is there a WYSIWYG option that is familiar to word-processor users?
5. Does your product allow users to edit preview their content for multiple display formats, e.g., for a web browser, PDA and kiosk?
6. Does your product have a built-in spell checker? Can custom or third-party dictionaries be added to the spell checker?
7. Does your product allow copy and pasting from Microsoft Word, Excel and other office productivity applications?
8. Does your product offer the option of stripping-out Microsoft formatting?
9. Describe how your product accommodates various content types, such as. text, HTML, PDF, MS-Word, XML, graphics, audio, rich media, etc) in terms of storage & management, and types natively supported.
10. Can your product import content from HTML editors and recognize HTML formatting tags within text content type? Explain.
11. Does your product allow for direct editing of the HTML in the edit environment?
12. Does your product have a code validator for catching errors in HTML, XHTML, XML, etc.
13. Does your product provide any tools for creating and managing forms? Explain.
14. Does your product allow for the management and editing of content which does not utilize templates such as HTML files created outside of your product? Explain.
15. Does your product allow content to be managed through a WebDAV interface?

Managing the Content Lifecycle

16. How is access to content and functionality controlled or restricted through user permissions?
17. Does your product support workflow for editorial and approval processes? Describe.
18. How are users notified of workflow assignments? Are notifications customizable?
19. How do users track their tasks and assignments within the CMS?
20. We would like the ability to attach notes to content items within the workflow, and for these notes to remain until final submission. How does your product support reviewers' comments or notes?
21. Does the product support content versioning and roll-back?
22. Does the content management system allow comparison of content revisions for content contributors to analyze change over time? If so, how?
23. Does the product offer "red-lining" to view content changes and approve or reject previous drafts?
24. We would like robust inbox capabilities for each workflow recipient to organize and prioritize the items in the work queue while providing status on each work item. How does your product support this?
25. Does your product support a workflow for out-of-date and expired content?
26. Can e-mail notification be automated for certain types of content that are nearing their expiration dates?

27. Does your product support multiple workflows based on content type? Parallel workflows? It is possible to create an ad-hoc workflow for
- 28.
29. for specific content.
30. Can Site administrators and editors search for pages that have not been updated in "x" number of days, weeks, months, or years.

Managing Content Assets

31. Please describe how relationships between pieces of content are managed in the content management system. Also, what reporting is available for detailing content relationships?
32. Does your system allow for associating metadata with content assets? Explain.
33. Describe how your product supports content indexing and cross-referencing through metadata, content keyword attributes or explicit content identifiers.
34. Can content classifications, such as metadata, keywords or explicit content identifiers be used to search for content, build content listings, build content navigations and optimize content for search engines?
35. Can metadata and meta-tags be defined and entered by content contributors?
36. How are images and other multimedia objects stored and managed in your system? Can users associate metadata with images and multimedia objects? Explain.
37. Does your product apply metadata to images and other multimedia objects when they are uploaded?
38. Are there easy-to-use methods to add directories and manage documents within them (adding, renaming, moving, deleting, archiving).
39. Can your system automatically format images and other rich media based on pre-defined standards for resolution, size and number of copies?
40. Does your system contain an image editor allowing basic image manipulation such as resizing?

Managing Site...

41. Can menus and navigations be automatically generated based on directory content and rearranged to any order, if user is given permission to do so?
42. Does your product have the ability to export content elements from one page for use on another page or in another site?
43. Does your product allow use of only custom CSS style classes within the content editor?
44. Does your product allow for the easy creation of podcasts?
45. Can content contributors be given different capabilities or rights across different sites?
46. Can a content contributor's view of content differ depending on which site they are working on? If so, how?
47. Are links in the system maintained when content is moved?
48. Is there a utility or tool for checking and repairing broken internal and external links?
49. Does your product include pre-built functionality for querying databases? If so, what databases are supported? Is there an easy way for non-technical content contributors to include database queries on their pages? If so, describe.
50. Does your product have the ability to import feeds from third party content providers? If so, what data feeds are supported? Is there an easy way for content contributors and site administrators to manage these feeds?
51. What other pre-built modules or functional components does your product ship with?
52. Does your product have the ability to import legacy Web content (HTML)?
53. Does your product have the ability to import XML based content?

- 54. Is there is a way to set-up permanent, descriptive URLs (whether dynamically generated or static)?
- 55. Does your product have the ability to archive content in a separate data repository? Can archived content that is no longer on the production Web site be searched and retrieved for display on the live Web site?
- 56. Describe the system's ability to deliver content to multiple sites that utilize different delivery technologies.
- 57. How is the content delivery mechanism integrated with the content lifecycle?
- 58. What triggers new content to be delivered across multiple sites?
- 59. Can content also be expired or deleted simultaneously from multiple sites?
- 60. How are cross-site dependencies handled when content is delivered (e.g., when multi-lingual sites are dependent on one another)?
- 61. Can content be delivered to different databases and file systems?
- 62. Can the delivery of new content across sites be automated and scheduled?
- 63. Does your product offer a way to automate the creation of breadcrumbs on pages? If so, how?

Personalization

- 64. Explain how the delivery mechanism of the content management system enables the personalization of content for specific audiences.
- 65. Describe the technology environments that work with the personalization approach provided by the content management system.
- 66. What level of content management system knowledge does the developer of a personalized site require?
- 67. Explain how quickly new personalized delivery applications can be designed and built from the point of view of the content management system.

Globalization

- 68. Can content be entered in any language?
- 69. Can the interface use a different language than the content being entered?
- 70. Describe how the process of content translation is managed by the content management system.
- 71. Are translated content items related in any way? If so, can these relationships be reported on?

SECTION THREE

Content Storage and Re-Use

1. How is content stored in the system?
2. For template-based pages, does the system provide a clear separation of form and content? How is this done? Is content stored with any HTML or XHTML formatting?
3. Does the system support storage of content as XML data?
4. Does the system support content transformation using W3C standard XML and XSLT?
5. How is content re-used in the system? For instance, can content be updated in multiple places by modifying a single content instance? Can multiple instances of a single piece of content appear differently in different places (such as the words in a text block can be changed where it appears in one place without changing it everywhere else)?
6. Is re-usable content functionality “plug-and-play” or does it require template coding?
7. How is external data integrated into the system? Does it require template coding?
8. How are Web Services integrated into the system?

SECTION FOUR

Search

1. What search functionality does your product have for searching content on the published site? How is this implemented?
2. Does your product integrate with any of the large-scale Internet search engines for searching content on the published site? If so, which do you recommend?
3. How does your product support or facilitate indexing or spidering of published content by Internet search engines such as Google, Yahoo, Altavista, etc.?
4. What search capabilities are available for finding content within the CMS?
5. We need the flexibility to include or exclude content for search capability by various criteria. For example, we need the ability to tag content as available, or not available, to each search function on the site. How does your product support this?
6. Does your product provide search functionality for archived content?

SECTION FIVE

Content Syndication and Co-Branding

1. The University may want to plan for future delivery of Web content in other formats, styles, and media. For example, we may want to provide for distribution of content by email, fax, print, phone, browser, PDA, wireless, kiosk, ATM, Video Displays, etc. How does your product support this?
2. Is your product capable of supporting multiple page templates that take advantage of various browser capabilities to display content?
3. Is your product capable of automatically selecting the appropriate content format and style sheet based on requesting device type or URL or cookie? If so, please explain.
4. Does your product support output to RSS? Explain.
5. Does your product support templates that let site visitors choose alternate style sheets, such as for large print, aural readers or print friendly versions?
6. Is it possible and easy to build sites that are compatible with U.S. Government Section 508 accessibility standards and with the Illinois Information Technology Accessibility Act (<http://www.dhs.state.il.us/page.aspx?item=32766>)? Explain how this would be done with your system.
7. Is it possible and easy to build text-only sites that are compliant with the standards mentioned in item #6?
8. Does your product allow accessibility reports to be created?
9. Is your product accessible to a content contributor with disabilities? Explain.
10. Is multi-lingual support built into your product? How are multi-lingual sites implemented in your system? How is multi-lingual content managed through the translation cycle?
11. Does your product include translation memory? Do you integrate with or provide any translation services?
12. Does your product allow site visitors to render any given page as a PDF document? If so, please explain.
13. The University would like to provide co-branded content to other organizations and agencies. Please describe the capabilities of your products for supporting these initiatives.

SECTION SIX

Publishing and Replication

1. Describe your product's publishing and content replication capabilities, i.e., how is content published and how is content moved from the CMS server to the Web production server?
2. Does your product support publishing multiple sub-sets of the same site? Multiple sites?
3. Can publishes be scheduled? Can instances of a single piece of content be scheduled to appear for different lengths of time in different places.
4. Can content be scheduled for start and expiration dates and times?
5. Does your product support content replication? If so, describe how it supports replication and provide an example of an implementation.
6. Can content be published into portals or into other Web sites?

SECTION SEVEN

SYSTEM ADMINISTRATION

1. Describe the typical software installation and configuration process, the amount of time required, and the skill sets and training required for system administrators to perform a system installation.
2. Describe the number of applications and separate systems required for installation and configuration.
3. Describe the process for site back-ups and restores. What redundant strategies for emergencies (e.g. when site is down, etc.) are supported?
4. Describe how accounts and privileges are created and managed for use within the CMS.
5. Can users be authenticated to an existing LDAP store? Which LDAP stores or user management systems are supported?
6. Describe the capabilities for accessing the system using secure methods, i.e., SSL or SFTP. Is secure remote access available for users outside the University's internal network? Explain.
7. What skill set and monthly work load is required for system administrators to the system?
8. The University needs to monitor usage of the site to assist in enhancing and refining its Web content offerings and insure that the system is properly sized and designed. Describe the reporting and tracking capabilities of your product.
9. Does your product provide for automated archiving? Is so, describe how your product handles archiving of old / expired content and what tools or features you provide to manage content whose expiration date has passed?
10. Does your product leverage 3rd-party tracking tools
11. Does your product integrate with any of the major analysis tools? Explain.

SECTION EIGHT

SITE IMPLEMENTATION

1. If your product uses templates to place content, describe the steps in creating a template.
2. Describe the skill set needed to create or maintain these templates.
3. Describe how your product applies or enforces style restrictions and constraints on text or graphic contents. For example, if the text content is longer than the area allotted for placement, or the graphic content is smaller or larger than the allotted space.
4. Does your product support a staging or test server for development work? Please provide details.
5. Is there an option to preview content prior to staging?
6. Does your product support templates that allow content to be dynamically queried from a database or other source? Explain in detail how this is accomplished and how non-technical users can create these queries on their pages.
7. Does your product allow the presentation of dynamic pages (from the CMS) in conjunction with static pages created as html files external to the CMS? Explain how.
8. Does your product allow the bulk import of existing web pages and assets into the CMS?
9. Does it allow the University to transition in stages to the CMS or does all content have to be in the CMS when launched.
10. The University would like to utilize the CMS to manage the University's internet site, and intranet sites, please describe how templates would be created to accomplish this. What additional licensing fees, if any, would be incurred to achieve this objective?

SECTION NINE

PRODUCT SUPPORT AND TRAINING

1. Describe your standard product support offering and its cost.
2. Are there any limitations to the number or type of technical support calls that a customer can make each year?
3. Do you provide 24/7 technical support? If so, is there an additional cost for this?
4. How are technical support issues escalated and resolved? Describe the typical resolution process.
5. Describe your training program. Include class schedule, length and indicate whether training is offered at your site or at customer's site. Indicate whether or not any training materials are provided.
6. Describe the different roles and skill sets required to support the product.
7. Describe the professional services offered to facilitate installation and customization? What are the rates for such services?
8. Are any services required to be purchased along with the software?
9. Describe a typical service offering for a first-time product customer.

SECTION TEN

VENDOR INFORMATION

Company Information

Please provide the following information about your company

1. Short history of the company
2. Description of the company's products and services
3. Years in Business

Technology Information

1. What is the origin of the core technology offering covered by this RFP? If the technology was acquired from a third party, provide a complete history of previous technology owners and code changes or integration that has taken place since acquiring the technology.
2. Length of time the product you are bidding has been available for licensing by your company?
3. List all third party applications used in the technology offering covered by this RFP.

Vendor Experience and References

The successful vendor must demonstrate proven ability to successfully perform tasks, and to complete and deliver web site features, as described in this RFP. The University will determine vendor's stability, adequacy of resources, staffing, products and experience on the basis of bidder's proposal, and based on checks of references provided by bidder.

1. Please provide at least three customer references.
2. Provide at least three site reference (provide URLs) showcasing the use of your product.

PART B

PRICING PROPOSAL

Pricing Proposal

Information submitted for these sections must clearly reference the appropriate section and must be provided in the sequence indicated. Vendor proposals are being requested for a Content Management System that will be integrated with the Blackboard Learning Management and Community Systems.

The vendor must provide sufficient pricing details to permit the University to understand the basis for the quotation. At a minimum, the University requires detailed information on the relative cost of the license for the content management and yearly support services, what if any discounts are applied, and all assumptions or requirements upon which prices are contingent. In the event that additional software, hardware or services are required to achieve the vendor's proposed solutions, these additional needs should be cited and priced. Further, each vendor should identify the costs associated with product "add-ons" that are required to satisfy the stated RFP requirements. If alteration of the bidder's standard license is necessary to meet the requirements as stated within this proposal, this cost must be included in the pricing proposal.

The proposal should be for a three year period, breaking out the costs associated with each year. Also include the yearly license and support fees, initial consulting implementation fees (if required), and training costs on a per course basis also indicating the number of students allowed in each course.

The University is obligated neither to purchase the full quantities proposed by the vendor nor to enter into a "sole provider" agreement with any one vendor.

Licensing and Product Pricing

Desired attributes and capabilities of the system are described in this proposal document, and the corresponding details of the vendor's proposed solution. Pricing must be presented for the Proposed Solution that meets those specifications.

Assumptions – License Pricing

- A. Any additional environments required for training, testing, demonstration, etc. will require no increase in cost.
- B. The University will have a perpetual, non-exclusive license to the application, which will survive any sale or transfer of the vendor's ownership rights.

Vendor Pricing Approaches for Product and Associated Tools

Provide a description of the vendor's pricing approach for license and maintenance fees. For example, a description of pricing based upon:

License Fees

Specify cost by sub-function (using sub-function categories that best describe your product).

License Component	License Fee \$
Year 1	\$
Year 2	\$
Year 3	\$
	\$
	\$
Total Application License Costs	\$

Annual Maintenance & Support Costs	Fee \$
Year 1	\$
Year 2	\$
Year 3	\$
Total Maintenance & Support Costs	\$

TOTAL – FEES	\$

SIGNATURE/CERTIFICATION

By signing this bid/proposal, respondent signifies agreement with and acceptance of all the terms, conditions, specifications and certifications shown herein. Any exceptions to these terms, conditions, specifications and certifications must be clearly identified in a cover letter referencing the pertinent section from this bid/proposal. The University will be the sole judge of the acceptability of any exception noted and is not bound to consider any bid/proposal submitted with exceptions.

It is understood and agreed that the Owner reserves the right to award the contract based solely on the University's best interests, to reject any or all bids, to waive any informalities in bidding, and to hold all bids for the guarantee period.

Submitted by:

Company Name: _____

Name (Printed): _____

Signature: _____

Title: _____

Telephone: _____

FAX: _____

Date: _____

B I D C E R T I F I C A T I O N S

[THESE SHEETS MUST BE COMPLETED, SIGNED AND RETURNED FOR YOUR SUBMISSION TO BE CONSIDERED.]

The undersigned agrees to fulfill the terms of this bid and certifies the following as required by the laws of the State of Illinois and the regulations of the Board of Trustees of Northern Illinois University:

1. The vendor is not barred from contracting with any unit of state or local government as a result of bid-rigging or bid-rotating in violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961. 720 ILCS 5/33E-3, 5/33E-4.
2. The vendor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the vendor been so convicted or made such admission of bribery in the vendor's behalf and pursuant to the direction or authorization of a responsible official thereof.
3. If the vendor is an individual, sole proprietorship or partnership, the vendor or its partners are not in default on an educational loan as provided in An Act in Relation to Education Loans, 5 ILCS 385/0.01 et seq.
4. If the vendor has 25 or more employees and the contract for the work in connection with this bid will exceed \$5,000, the vendor is familiar with the Drug Free Workplace Act, 30 ILCS 580/1 et seq., and will provide a drug free workplace in compliance with the Act. If the vendor is an individual, sole proprietorship or partnership, the vendor or its partners will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the work in connection with this bid.
5. The vendor and any affiliates are not barred from being awarded a contract pursuant to Section 50-11 of the Illinois Procurement Code, 30 ILCS 500/50-11, based on the fact that it knows or should know that it or any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board unless the vendor or its affiliate has entered into a deferred payment plan to pay off the debt. The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false or if the vendor is determined to be delinquent in the payment of any such debt during the term thereof.
6. The vendor is not barred from entering into a contract pursuant to Section 50-12 of the Illinois Procurement Code, 30 ILCS 500/50-12, based on the fact that it or any of its affiliates fail to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false.
7. The vendor is not barred from being awarded a contract pursuant to Section 50-14 of the Illinois Procurement Code, 30 ILCS 500/50-14, based on the fact that it has been found to have violated Section 42 of the Environmental Protection Act. The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false.
8. The vendor is not barred from being awarded a contract pursuant to Section 50-10.5 of the Illinois Procurement Code, 30 ILCS 500/50-10.5, based on the fact that neither the vendor nor any officer, director, partner, or managerial agent of the vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five (5) years prior to the date of this bid. The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false.
9. In accordance with the State Prohibition of Goods from Forced Labor Act, 30 ILCS 583/1 et seq., no foreign-made equipment, materials or supplies furnished to Northern Illinois University under its contract with the vendor in connection with this bid have been produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction.
10. In accordance with the State Prohibition of Goods from Child Labor Act, 30, ILCS 584/1 et seq., no foreign-made equipment, materials or supplies furnished to Northern Illinois University under its contract with the vendor in connection with this bid have been produced in whole or in part by the labor of any child under the age of 12.
11. If the contract for the work in connection with this bid will exceed \$10,000, neither the vendor 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.
12. As provided in Section 25-80 of the Procurement Code, 30 ILCS 500/25-80, any successor service contractor, other than heating and air conditioning, plumbing and electrical service contractors, shall offer to assume the collective bargaining obligations of the prior employer, including those obligations under 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 in connection with this bid and shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed by the successor service contractor in connection with this bid.
13. If the vendor is an owner of a residential building in Illinois, the vendor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act that has not been mitigated.

B I D C E R T I F I C A T I O N S

[THESE SHEETS MUST BE COMPLETED, SIGNED AND RETURNED FOR YOUR SUBMISSION TO BE CONSIDERED]

- CONTINUED -

14. PLEASE CHECK THE APPROPRIATE LINE BELOW. Within the 24 months before this submission, the bidder, offeror or proposing entity, or any of its corporate parents or subsidiaries, had business operations that involved contracts with or the provision of supplies or services to:

- a. the Government of Iran
- b. companies in which the Government of Iran has any direct or indirect equity share,
- c. consortiums or projects commissioned by the Government of Iran or
- d. companies involved in consortiums or projects commissioned by the Government of Iran,

AND

- a. more than 10% of the vendor's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the vendor'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 vendor has failed to adopt, publicize and implement a formal plan to cease scrutinized business operations within one year and to refrain from any such new business operations; or
- b. the vendor has, on or after August 5, 1996, made an investment or \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

☐ YES ☐ NO

15. State statutes preclude the award of contracts payable from appropriated funds to certain officials and employees of the State of Illinois or members of their immediate families or business entities under their control. The Board of Trustees regulations preclude the award of any contracts to University officers or employees or members of their immediate families or business entities under their control unless the University's president approves the purchase.

PLEASE CHECK THE APPROPRIATE LINE BELOW. The vendor holds elective office in the State of Illinois, holds a seat in the Illinois General Assembly or is appointed to or employed by any of the offices or agencies of Illinois government and receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or is the spouse or minor child of any such person.

☐ YES ☐ NO

PLEASE CHECK THE APPROPRIATE LINE BELOW. The vendor is a University officer or employee, or a member of the immediate family of a University officer or employee, or the vendor is a firm, partnership, association or corporation, the owner or principal owners or major officers or primary employees of which are officers or employees of the University or members of the immediate family of officers or employees of the University.

☐ YES ☐ NO

16. Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE):

- | | |
|--|--|
| ☐ Individual | ☐ Real Estate Agent |
| ☐ Sole Proprietorship | ☐ Governmental Entity |
| ☐ Partnership | ☐ Tax Exempt Organization |
| ☐ Corporation | ☐ [IRC 501 (a) only] |
| ☐ Not-for-profit Corporation | ☐ Trust or Estate |
| ☐ Medical and Health Care Services Provider Corporation | |

17. **CHECK AS MANY OF THE CATEGORIES BELOW WHICH APPLY TO YOU OR YOUR BUSINESS:**

- A. **"MINORITY OWNED BUSINESS"** means a business concern which is at least 51 percent owned by one or more minority persons; or in the case of a corporation, at least 51 percent of the stock of the corporation is owned by one or more minority persons, and the management and daily operations are controlled by one or more of the minority individuals who own it.

"Minority" shall mean a person who is a citizen or lawful permanent resident of the United States and who is: BLACK, HISPANIC, ASIAN AMERICAN, AMERICAN INDIAN OR ALASKAN NATIVE.
(For clarification of ethnic categories, contact the Minority and Female Business Enterprise Division of the Illinois Department of Central Management Services.)

B I D C E R T I F I C A T I O N S

[THESE SHEETS MUST BE COMPLETED, SIGNED AND RETURNED FOR YOUR SUBMISSION TO BE CONSIDERED]

- CONTINUED -

UNDER THIS DEFINITION THIS FIRM IS: _____ A MINORITY OWNED BUSINESS

____BLACK ____HISPANIC ____ASIAN AMERICAN ____AMERICAN INDIAN OR ALASKAN NATIVE

- B. **"FEMALE OWNED BUSINESS"** means a business concern which is at least 51 percent owned by one or more female persons; or in the case of a corporation, at least 51 percent of the stock of the corporation is owned by one or more female persons, and the management and daily operations are controlled by one or more of the females who own it.

"Female" shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.

UNDER THIS DEFINITION THIS FIRM IS: _____ A FEMALE OWNED BUSINESS

- C. **"NOT-FOR-PROFIT AGENCY FOR THE SEVERELY HANDICAPPED"** shall be one which:

- 1) complies with Illinois laws governing not-for-profit organizations
- 2) is certified as a sheltered workshop by the Wage and Hour Division of the U.S. Department of Labor
- 3) meets the IDORS Just Standards for rehabilitation facilities.

UNDER THIS DEFINITION THIS FIRM IS: _____ A NOT-FOR-PROFIT AGENCY FOR THE SEVERELY HANDICAPPED

_____ Check here if you have been certified by the Minority and Female Business Enterprise Division of the Illinois Department of Central Management Services. Northern Illinois University reserves the right to verify this information with CMS.

18. The vendor shall maintain, for a minimum of three (3) years after the date of final payment or the completion of the contract for the work in connection with this bid, whichever is later, such books and records relating to its performance of said contract which are necessary to support the amounts charged to Northern Illinois University under said contract; all books and records required to be maintained hereunder shall be available for review and audit by the Illinois Auditor General and Northern Illinois University; and the vendor shall cooperate fully with any such audit. Failure to maintain the books and records required by this paragraph shall establish a presumption in favor of Northern Illinois University for the recovery of any funds paid by Northern Illinois University in connection with this bid for which the books and records are not available.
19. The contract for the work in connection with this bid is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payment under the terms that contract.

THE ABOVE INFORMATION IS CERTIFIED BY:

NAME OF VENDOR: _____

BUSINESS ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. () _____ FAX NO. () _____

RUBBER STAMPED OR TYPED SIGNATURES WILL NOT BE ACCEPTABLE

BY _____ TITLE _____

WITNESS _____ TITLE _____

TAXPAYER IDENTIFICATION NO. (TIN) _____

DATE _____, 200__

**YOU MUST COMPLETE ALL OF THE INFORMATION ABOVE AND RETURN THIS CERTIFICATION,
AS REQUESTED, BEFORE YOUR BID CAN BE CONSIDERED OR ANY PAYMENTS MADE. (Rev 1-4-08)**

CERTIFICATION OF DHR ELIGIBILITY FORM*

**PROCUREMENT SERVICES
LOWDEN HALL ROOM 107
NORTHERN ILLINOIS UNIVERSITY
DEKALB, IL 60115
FAX: 815/753-6800 PH: 753-1671**

Revised: 4/06

Financial Interests and Potential Conflicts of Interests Disclosures

SUBMIT THIS INFORMATION WITH YOUR BID, PROPOSAL, OR OFFER.

The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified in this form.

STEP 1 – SELECT THE DOCUMENTATION YOU ARE SUBMITTING

► Publicly Traded Entities – Select one.

- ☐ I have attached a copy of the corporate Form 10-K
- ☐ I am going to complete Step 2 for each qualifying individual.

► Privately Held Entities (with more than 400 shareholders)

- ☐ I am going to complete Step 2 for each qualifying individual and have attached information that would be included in a Form 10-K.

► Privately Held Entities (with less than 400 shareholders)

- ☐ I am going to complete Step 2 for each qualifying individual.

STEP 2– LIST INDIVIDUALS WITH FINANCIAL INTERESTS IN YOUR COMPANY OR BUSINESS

☐ No individuals have an ownership value or distributive income share of more than 5% or \$90,414.60. Proceed to Step 4.

☐ I have entered below those individuals with an ownership or distributive income share of more than 5% or \$90,414.60 in this company (use codes in blue below).

Financial Interest of Ownership*	Name (Create a separate Step 3 page for each individual.)	Address	Type of Ownership/ Distributable Income Share**	Ownership interest in the vendor (or its parent)
				☐ %
				☐ Amt
				☐ %
				☐ Amt
				☐ %
				☐ Amt
				☐ %
				☐ Amt
				☐ %
				☐ Amt

Attach additional pages if needed.

*Financial Interest of Ownership Code (Use all that apply):

- 1 = Ownership exceeding 5%
- 2 = Ownership value exceeding \$90,414.60
- 3 = Distributive income share exceeding 5%
- 4 = Distributive income share exceeding \$90,414.60

**Type of Ownership/Distributable Income Code:

- 1 = Sole proprietorship
- 2 = Stock
- 3 = Partnership
- 4 = Other (Explain)

STEP 3 – DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR EACH INDIVIDUAL NAMED IN STEP 2

For each of the individuals identified in Step 2, indicate which, if any, of the following beneficial relationships could be a potential conflict of interest. If "Yes," please use the space under the section to describe—attach additional pages as necessary.

Name of Individual _____

- | | | |
|---|---------------------------------|--------------------------------|
| a. State employment, currently or in the previous 3 years, including contractual employment of services. | 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 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
☐ |

STEP 4 – LIST CURRENT AND/OR PENDING CONTRACTS WITH OTHER STATE UNITS

► Current Contracts

Do you have any current contracts, leases, or other on-going procurement relationships with other units of State of Illinois government?

☐ No.

☐ Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Contract Total

► Pending Contracts or Proposals

Do you have any pending contracts, proposals, leases, or other on-going procurement relationships with other units of State of Illinois government?

☐ No.

☐ Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Est. Contract Total

STEP 5 – SIGN FORM

Name of Vendor or Contracting Entity

Official authorized to sign on behalf of vendor:

Name _____ Title _____

Signature _____ Date _____

**If you do not complete and return this form with your response,
you will be considered as “non-responsive” to this solicitation.**

Business Name: **Bidder Application Form****Illinois Public Higher Education (IPHE)**

This requested information is required to accomplish the statutory purpose of the Illinois Procurement Code [30 ILCS 500].

Instructions: Please type or print. You must respond to all questions, sign the form, and submit it to the appropriate university. If your answer is "same," "not applicable," or "none," please write this to indicate no questions have been overlooked. It is your responsibility to notify the issuing university if the information in this application changes.

Today's date: This application is: ☐ Initial application ☐ Revision of previously submitted application

Submit this completed form to the university closest to you or the university with whom you intend to do the most business. Check that university below:

- | | | |
|---|--|--|
| ☐ Director of Purchases
Chicago State University
9501 King Drive
Chicago, IL 60628-1598 | ☐ Director of Procurement Services
Northern Illinois University
Lowden Hall, Room 107
DeKalb, IL 60115 | ☐ Director of Purchases
University of Illinois at Chicago
Room 312 - M.A.B. (MC-560)
809 South Marshfield Avenue
Chicago, IL 60612-7203 |
| ☐ Director of Purchases
Eastern Illinois University
Room 113 Old Main
Charleston, IL 61920-3099 | ☐ Director of Purchasing
Southern Illinois University
Bldg 108 - Miles Hall
Carbondale, IL 62901-6813 | ☐ Purchasing Office
University of Illinois at Springfield
One University Plaza MS BSB 106
Springfield, IL 62703-5407 |
| ☐ Purchasing Office
Governors State University
University Park, IL 60466-0975 | ☐ Director of Purchasing
Southern Illinois University
Box 1012
Edwardsville, IL 62026-1012 | ☐ Director of Purchases
University of Illinois at Urbana-
Champaign
Purchasing Division
616 E. Green, Suite 212
Champaign, IL 61820-5752 |
| ☐ Director of Purchases
1220 Illinois State University
Normal, IL 61790-1220 | ☐ Director of Procurement Services
SIU Medical School
P.O. Box 19605
Springfield, IL 62794-9605 | ☐ Director of Purchases
Western Illinois University
One University Circle
Room 227 Sherman Hall
Macomb, IL 61455-1390 |
| ☐ Director of Purchasing
Purchasing Department
Northeastern Illinois University
5500 North St. Louis Avenue
Chicago, IL 60625-4699 | | |

If you wish to be included on the bid list for other universities, copy this form and submit it to the other universities.

1. Legal name/address to which solicitations are to be mailed:

2. Address to which purchase orders are to be mailed, if different:

3. Address to which payment is to be mailed, if different:

4. Contact person:

Phone number: 800 number: FAX number: E-mail:

5. If a division of a corporation, show name and address of parent company:

State of incorporation:

6. Years in business

U.S. owned business: ☐ Yes ☐ No

7. Legal and tax status – I certify, under penalty of perjury, that I/we do business as a (check one only):

- | | |
|--|--|
| ☐ Individual | ☐ Real Estate Agent |
| ☐ Sole Proprietorship | ☐ Government Entity |
| ☐ Partnership | ☐ Tax Exempt Organizations (IRC 501 (a) only) |
| ☐ Corporation | ☐ Trust or Estate |
| ☐ Not-for-Profit Corporation | ☐ Limited Liability Corporation |
| ☐ Medical Health Care Services Provider Corp. | |

8. Enter your Taxpayer Identification Number (use Social Security Number if individual or sole proprietorship):

FEIN: SSN:

9. **Enter your Illinois Department of Human Rights (IDHR) number.** Failure to do so will delay the processing of your application. If your IDHR number is 89999-00-0 or lower, you must re-register with the Illinois Department of Human Rights.

IDHR Contractor Registration Number: ☐ Exempt

If you employ 15 or more individuals and wish to bid on State of Illinois contracts, IDHR requires that you file an Employers Report Form - Form PC-1 before bid opening. You may obtain a PC-1 form through IDHR at (312) 814-2431, TDD (312) 263-1579, or www.state.il.us/cms/purchase/download. All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box above.

10. Is your firm authorized to do business in the State of Illinois, as well as locally, with all necessary business licenses?

☐ Yes ☐ No

If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

13. Total sales and receipts (include amounts for all affiliated businesses) for most recent fiscal year:

14. Special Programs – Complete all of 14 (A – D).

The public higher education institutions of Illinois have various special programs that may be available to your company. Please check each category which applies, and complete the requested information. You may be requested to complete a more detailed form and provide additional documentation in order to ensure eligibility.

☐ **(A) Small business.** See 30 ILCS 500/45-45. To participate as a small business you must qualify under the following definition and criteria:

"Small business" means a business that is independently owned and operated and is not dominant in its field of operation (that is, it does not exercise a controlling or major influence in a kind of activity in which a number of business concerns are primarily engaged). To compute your size status, include your (and your affiliates') annual sales and receipts, subject to the following limitations:

Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$7,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Retail business or business selling services – annual sales and receipts cannot exceed \$1,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Manufacturing business – cannot employ more than 250 persons

Submit a copy of the latest year's Federal or State income tax return page(s) showing an Illinois address and the latest year's form IL-W-3 (Illinois Annual Withholding Income Tax Return) showing the number of Forms W-2, W-2G, and 1099-R issued (denotes number of employees at the company). If a manufacturing business has been in existence for less than a full fiscal year, its average employment shall be calculated for the period through one month prior to the bid or proposal due date. In such cases, a notarized statement to that effect and proof of when the business came into existence shall be submitted.

Construction business – annual sales and receipts cannot exceed \$10,000,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address.

- ☐ DCMS (Department of Central Management Services) Business Enterprise Program
- ☐ CMBDC (Chicago Minority Business Development Council)
- ☐ IDOT (Illinois Department of Transportation)
- ☐ WBDC (Women's Business Development Center)

☐ African American

☐ Hispanic

☐ Person with disability (must be severe mental or physical disabilities which substantially limit major life activities)

☐ Female

☐ Native American/Alaskan

☐ Asian American

☐ **(D) State use – Not-for-profit agency for the severely handicapped.** Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

Name and Address	Percent Owned	Voting Percentage

Names of Corporate Officers	Names of Corporate Directors

W-9

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, 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. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FUEL SURCHARGES

Any possible application of fuel surcharges must be acknowledged and indicated in your bid/proposal response in order to be considered for payment by the University at the time of invoicing. **If the application of a fuel surcharge is not indicated in your bid/proposal response, the university will not honor nor pay (nor be liable to pay) any fuel surcharges appearing on invoices.**

Will any fuel surcharges apply to bid/proposal-related invoices?

Yes _____ No _____

PROCUREMENT OF DOMESTIC PRODUCTS ACT PA 93-0954

In compliance with Public Act 93-0954 Procurement of Domestic Products Act, please **check the statement below that applies** to the articles you are offering in this bid/proposal. For the purposes of this question “manufactured in the United States” means in the case of assembled articles that final assembly occurred in the United States.

☐

We certify that all offered articles were/will be manufactured in the United States. We understand that, if we are awarded a contract based on a preference for US manufactured goods under the Procurement of Domestic Products Act (PA 93-0954), this certification will become part of the contract, and, if we knowingly supply non-US manufactured goods, we will be subject to penalties that include debarment for 5 years, voiding of the contract, and civil damages.

☐

We are unable to certify that all offered articles were/will be manufactured in the United States.

When submitting your response, please use the mailing label below. This will direct your response to the correct address and alert Purchasing staff to provide special handling.

☐ Please check if you
are submitting a no bid.

RFP #TEM98902

Opening Date: 7/22/08

Opening Time: 2:30 pm local time

PROCUREMENT SERVICES
LOWDEN HALL ROOM 107
NORTHERN ILLINOIS UNIVERSITY
DEKALB IL 60115