

Northern Illinois University
Procurement Services
Lowden Hall 107
DeKalb IL 60115

Sealed proposals will be accepted in the above office until:
2:30 PM Local Time, Thursday, April 22, 2010

Health Information Technology Consulting Services
RFP# bjm114740

COMPANY		DATE
ADDRESS		
CITY, STATE and ZIP CODE		
TELEPHONE No.	FAX No.	
DEPARTMENT OF HUMAN RIGHTS NUMBER (DHR)		
TIN (FEIN OR SOCIAL SECURITY NUMBER)	EMAIL ADDRESS	

NOTE:

Faxing your proposal is NOT recommended due to the nature/copies needed for this RFP but if you must, you may fax your proposal to 815/753-6800 if received by 2:30 of the opening date stated above. If you FAX your proposal response, please MAIL your hard copy, POSTMARKED NO LATER THAN MIDNIGHT the date of opening.

Transmissions received after the 2:30PM time above MUST BE REJECTED.

Direct questions regarding this request for proposal to:
Rebecca May, Manager of Procurement Services
Phone: 815/753-1594 Fax: 815/753-6800
Email: rmay@niu.edu

Vendors, please note:

If you are required to register with the Illinois State Board of Elections, you must include a copy of your electronic certificate of registration with your bid/RFP response or your bid/RFP response will be disqualified.

STRUCTURE OF PROPOSAL

PART A - General Conditions

**PART B - Specifications and Submission
Requirements**

PART C - Required Forms

PART A **General Conditions**

GENERAL CONDITIONS

The attention of prospective Vendors is directed to the Illinois Procurement Code, effective July 1, 1998, and the Illinois Public Higher Education Procurement Rules," effective November 20, 1998, governing procurement and bidding at state universities in Illinois. These regulations are incorporated by reference into this Request for Proposal, or Sealed Bid Request, as if they were contained herein. If you have not received a copy they may be found at the following web site:

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

The above web site is also the location for the higher education procurement advertisements for all purchasing activities coming under the above Procurement Code and Procurement Rules. Advertisements for sealed bids, sealed proposals, and sole source procurements appear for a minimum of 14 days prior to bid opening or award. Award notices for bids and proposals will appear for an equal period of time.

GENERAL INFORMATION: Northern Illinois University is a public teaching, research and service institution, offering under-graduate and graduate programs in a variety of disciplines. The main campus is in DeKalb, Illinois, with additional satellite campuses, primarily for graduate programs. These are located in Hoffman Estates, Rockford, and Naperville. Current enrollment is approximately 25,000 full-time students.

SCOPE OF WORK: This Request for Proposals (RFP) is to provide the University with the ability to establish multiple awards to selected vendors on an as-needed basis for assistance with implementing the Health Information Technology Regional Extension Center's mission. Service period will be on an as-needed basis through June 30, 2010 with options, at the University's sole discretion, to extend any award for three (3) additional one-year terms. Vendors are to provide binding rate pricing for each award renewal term based either upon fixed pricing or a governmental index such as Consumer Price Index.

Northern Illinois University has received funding from the U.S. Department of Health and Human Services to implement a Health Information Technology Regional Extension Center (IL-HITREC). The mission of IL-HITREC is to provide assistance to primary care physicians throughout the state (except for the City of Chicago) in implementing the use of electronic health records and moving the physicians to meaningful use. NIU is seeking qualified consultants to assist in accomplishing the goal in the northwest Illinois region.

Qualified consultants will need to have experience and be able to provide some or all of the following scope of services using processes developed by the IL-HITREC:

- Assist physicians in selection of an electronic health record system (EHR) including hardware and network infrastructure and IT services.
- Provide onsite project management for implementation of an EHR in physician's office including individualized and on-site coaching, vendor coordination, consultation, troubleshooting, and other activities required to assure that the physician is able to use the EHR system in a manner that meets meaningful use standards.

- Provide support for practice and workflow redesign necessary to achieve meaningful use of EHRs in an efficient manner.
- Assist in assuring the physician EHR is functionally interoperable with health information exchange(s).

The University reserves the right to make multiple awards from the results of this RFP and to make awards to that firm, or firms, determined by the University as having no known conflict of interest and highly apt or capable to successfully meet the representation or other professional service needs of the University on future matters that may arise.

SUBMITTAL OF PROPOSAL: It is highly recommended that the vendor completely read the proposal prior to filling it out to become acquainted with terms and conditions of the proposal document and requirements. No relief will be allowed from the proposal conditions unless you take written exception to the condition on your proposal.

Proposals must be submitted clearly marked as to the identification of the proposal. Be sure to sign the proposal in space(s) provided. Unsigned proposals may not be considered.

The proposal must be made on these forms, but the vendor may include additional information by attachment. Enclose all material, with forms properly executed, without folding, in an envelope prominently marked with the title of the proposal and the date and time of opening. Be sure to retain a copy of the entire proposal for your reference file.

Vendors should submit one (1) original (clearly marked) and five (5) copies of their proposal, using the forms provided and in the designated format. Proposals may be sent by U.S. Postal Service or express courier-type service such as (FedEx, UPS, DHL, etc.) properly addressed to ensure on-time delivery. Vendors may also deliver their proposal in person to Procurement Services, Lowden Hall 107, prior to the proposal opening date and time.

Please submit the proposal in two (2) parts as described below. The parts are to be submitted in the same package provided the two (2) parts are clearly separated and identified as follows:

Technical Proposal

Submit original and copies in a sealed package clearly marked with the RFP number and marked **A. Technical Proposal**. The Technical Proposal shall include a response to everything EXCEPT pricing information. To be included are the responses to the Technical Requirements, vendor's qualifications and other required information, response to the criteria of award, and all required forms to be filled out.

Pricing Proposal

Submit original and copies in a sealed package clearly marked with the RFP number and marked **B. Pricing Proposal**. The response shall include only fee/pricing information, terms, delivery terms and any other cost factors, such as extended warranty costs, as may be required by the documents, or as the vendor believes may be of importance in consideration of its Proposal for **Part B**.

PLEASE NOTE: All mail and courier type services – (Fed Ex, UPS, DHL, etc.) packages are delivered through the University's campus mail system so appropriate labeling and early shipping is required to ensure on-time delivery. Proposals are NOT delivered directly to Procurement Services. Bids/Proposals may take a day or two to arrive in Procurement Services after the document first reaches the University's central parcel receiving facility. Therefore please be advised of this process and time delay, and mail/ship/submit your bid/proposal responses early.

Please use the following address for delivery of proposal:

**Northern Illinois University
Attn: Sealed Proposal #bjm114740
Procurement Services
Lowden Hall 107
DeKalb IL 60115**

Your package should be marked in the lower, left-hand corner with the information that it contains a "Sealed Request for Proposal," the title of the RFP, and the opening due date and time for proper identification and receipt.

You may FAX your proposal if necessary to meet the due date and time deadline. **Please do not wait until the last minute as the University cannot be responsible should the FAX line be in use and you cannot get through in time. 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 fax your response, you may wish to call 815/753-1671 to verify its receipt.**

Vendors 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 vendor on the correct bid list(s).

Questions related to the submission of proposals should be directed to Rebecca May at 815/753-1594, or by email at: rmay@niu.edu

RESPONSIVENESS: It is the Vendor'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. All information submitted must clearly refer to the page number, section, or identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. Failure to submit a completed bid/proposal, in its original format and order may be grounds for disqualification.

CRITERIA TO BE USED IN EVALUATION OF PROPOSALS: The University will evaluate the proposals relative to the following key areas. Evaluation criteria elements shall be listed in relative order of importance. A final decision may involve or be based on formal presentation by the Vendor, any negotiations involving final price and other tangible and intangible elements as may be considered by the University.

All Proposals will be evaluated by an evaluation team. Based on this evaluation the University will determine the award of the contract(s).

The University will award the contract(s) to the Vendor(s) whose Proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this Request for Proposal.

The following criteria will be used by the University for evaluation:

- 25% Knowledge of the technology and use of electronic health records systems and their role in moving ambulatory health facilities to meaningful use as defined by HHS
- 25% Experience in assisting physician clinics in implementing electronic health records
- 20% Knowledge and experience with physician clinics in Illinois
- 15% Knowledge of other health information technology efforts in Illinois such as Health Information Exchanges and other projects addressing the interoperability of electronic health records
- 5% Professional associations and credentials, healthcare organizations and related professional credentials
- 10% Costs

Your experience in the respective area of EHR implementation, experience with physicians in the northwest Illinois region and other HIT initiatives, professional associations/credentials, and reasonable cost are the most important factors in selecting the successful Vendor(s), but all of the criteria will be considered. Unsolicited recommendations will be given little weight.

POST PERFORMANCE REVIEW: The University will periodically conduct a review of the vendor's performance. The vendor will be evaluated on the reasonableness of the vendor's charges, the quality and utility of work and advice, timeliness, results of the services performed, and the ability of the firm to understand, anticipate, and be responsive to the University's needs.

AWARD OF CONTRACT: The University will designate "vendors" from the proposals, who in the opinion of the University, best demonstrated competence and qualification for the type of services required at fair and reasonable prices/compensation and whose proposal is deemed to be in the best interest of the University. More than one vendor may be designated as a vendor. Additionally, the University intends to use vendors on an **as-needed basis** during the contract period. The contract period, or designation as vendor, shall begin upon contract signing for an initial contract period through June 30, 2010. The University reserves the option to renew under the same terms and conditions for up to three (3) subsequent one-year periods.

ADDENDUM: An Addendum shall be issued to clarify any questions raised or to provide additional information deemed of importance for preparation of responses. Addenda shall be sent by email notice from the Illinois Public Higher Education Procurement Bulletin, to notify all prospective bidders of any pertinent changes. *Therefore it is necessary for potential bidders to download this RFP directly from the Procurement Bulletin otherwise they will not be notified of any addendums.* An Addendum will also be used to extend the opening date and/or time, if and when deemed necessary.

AMENDMENTS TO AWARD(S): The University reserves the right to amend any award(s) resulting from this bid or proposal. Amendments may be issued for reasons of 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.

FORMS AND DOCUMENTATION: This Request for Proposal includes various required forms that must be completed and returned for your Proposal to be considered. Failure to complete these documents may be cause to consider your proposal as “non-responsive” to this solicitation. Forms that must be completed and returned include the following:

1. References
2. Signature/certification
3. Certifications form
4. Certification of DHR Eligibility form
5. Disclosures form
6. Illinois Public Higher Education Bidder's Application form
7. W-9 form
8. Any addendum to this proposal, if applicable
9. State Board of Elections Certification Required by Public Act 95-0971.

Recent changes in the Procurement Code require completion of a new Bidder's Application Form whether or not you have filed one previously. Without a current form the University may not be able to consider your Proposal.

DHR: The University is required to deal only with those firms registered with the Illinois Department of Human Rights (Fair Employment Practice Commission). If the Vendor is uncertain if they are in possession of a DHR number, the DHR can be contacted at:

Department of Human Rights
Public Contracts Section
100 W. Randolph
Chicago, IL 60601
(312) 814-2431

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 below. The Vendor is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

PROPOSAL MODIFICATION: 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. Vendors may change or withdraw the proposal at any time prior to the opening time for the proposal; however no oral modifications will be allowed. 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.

WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn by letter, email, or in person prior to the time and date established for the opening of the proposal.

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

PROPOSAL INTERPRETATION: Interpretation of the wording of this document shall be the responsibility of the University and that interpretation shall be final.

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.

PERIOD OF FIRM PROPOSAL: Prices must be kept firm for at least ninety (90) days after the last time specified for submission of proposals. If nothing to the contrary is indicated by the Vendor in their proposal, the price will be firm for ninety (90) days, and continued thereafter unless written notice to the contrary is received. Firm price proposals for periods of less than ninety (90) days may be considered non-responsive.

VENDOR PRESENTATIONS: The University reserves the right to, but is not obligated to, request and require that selected Vendor(s) provide a formal on-site presentation of their 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, or otherwise receive any information regarding any presentation of other Vendors.

ON-SITE SERVICE: Any Vendor(s) selected for award of an order shall have a representative who will be available to the University as required. The representative's duties shall include, but not be limited to, traveling to the NIU campus and/or conferring with staff and others; assistance in planning and coordination of the services, and resolution of any service and operational problems.

ACCEPTANCE OF PROPOSALS: The University reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept Proposal(s) deemed best meeting the requirements of the RFP and as may be the most advantageous to the University. The decision of the University shall be final. Vendors may submit a RFP with exceptions however; the University is not bound to accept them.

PROPOSAL OPENING: All RFP's received after the specified RFP opening date and time will be returned unopened to the Vendor(s). Official time will be determined by the university. The public opening and reading of RFP's is for informational purposes only and is not to be construed as acceptance or rejection of any of the RFP's submitted. The University does not publish a re-cap sheet for bid/proposal openings nor will information be given over the phone, faxed or emailed.

NOTE: In keeping with state procurement laws, at the time of the opening of this proposal, NO information regarding the contents will be read. The opening will only consist of reviewing each proposal for the completeness of required forms. A record of proposals shall be prepared and shall be open for public inspection AFTER contract award has been made. Responses from those firms not awarded an order will remain closed.

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. 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. In evaluating and awarding (or choosing not to award) bids and/or proposals, the decision of the University shall be final.

VENDOR'S 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.

FUEL SURCHARGE: Any possible fuel surcharge (if applicable) must be included in your proposal response in order to be considered for payment at the time of invoicing. If a fuel surcharge is not included in your bid/proposal response, the university will not honor the request for payment.

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

PRICING VARIANCES: No changes shall be made nor invoices for extra changes, alterations, modifications, deviations, and extra orders be recognized or paid except upon a written change order from the University. The University will not authorize payment for changes, alterations, modifications, deviations, etc. that are a result of Vendor error.

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.

CONFIDENTIAL INFORMATION: The University treats bids/proposals as confidential until the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Vendor wishes to supply any information which it believes is exempt from disclosure under the Act, Vendor 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 bid/proposal. However, any such information is provided entirely at the Vendor'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 Vendor in connection with its bid/proposal.

NON-DISCRIMINATION, CERTIFICATION, AND EQUAL EMPLOYMENT OPPORTUNITY:

The Vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, The Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Vendor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Vendor agrees to incorporate this clause into any approved subcontracts under this contract.

WARRANTIES: Warranties offered for any services to be provided in response to this RFP should be specified clearly. If specific warranties are required by the University, they shall be listed in the content of the RFP.

AWARD: The University will award a purchase order(s) and/or contract(s) to any Vendor(s) whose proposal the University believes, in its sole judgement, best meets the University's needs, specifications and requirements on a case-by-case, project or other as-needed basis as it so determines, as provided herein, and is within the budget scope of the University. The University shall be the sole judge of acceptability of any proposal offered and the decision of the University shall be final.

PAYMENTS: The University's usual and customary terms are “**NET 30**”. Other terms may be expressed in the Vendor's proposal, or determined as part of final negotiations with any Vendor(s) selected for award(s).

OUT OF STATE PREFERENCES: If Vendor is from out-of-state and does not have an in-state office for the transaction of business within Illinois, and your home state has a preference law favoring in-state bidders/proposers, what is the percentage preference? _____ %.

MAFBE: If the Vendor's firm is not owned by a minority, a female or disabled person, include a plan to order supplies or subcontract for services with such firms. The plan should indicate the estimated value as a percentage of the Total Pricing Proposal. The plan should also indicate the names of the minority, female and disabled businesses that will be used, the type of certification they have, and the agency certifying their status.

SUBCONTRACTORS: If the Vendor intends to use subcontractors in the performance of any work in connection with the requirements of this RFP, it must be clearly stated in their response, including name, address, phone, and fax numbers of each subcontractor. Vendor is also responsible for identifying which portions of the work or service that may be performed by each subcontractor and stating the approximate value of each one's work.

Any changes in subcontractors being used during the course of any resulting contract must be provided to the University contract person in writing. The information on work to be performed and the approximate value of each new subcontractor's work must also be provided.

INDEPENDENT CONTRACTOR: The Vendor(s) awarded a purchase order or contract and any sub-contractor employed by the prime contractor, from this RFP shall operate as an independent contractor and shall not be considered an agent or employee of the University for any purpose. Said contractor may not hire the University's employees to perform any portion of work or services in connection with the contract, including secretarial, clerical, and similar incidental services without prior written approval of the University.

INDEMNIFICATION: The Vendor shall indemnify and hold harmless the State of Illinois, the NIU Board of Trustees and their respective 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 State of Illinois, the NIU Board of Trustees, or their respective members, representatives, officers, agents or employees.

NOTICE TO VENDORS: If a Vendor receives this request for Bid/Proposal from a third party, that Vendor MUST notify Northern Illinois University Procurement Services as soon as possible of your intent to submit a response and that you have a third-party copy. ***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.***

SECOND/THIRD PARTY BIDDERS: Should a primary bidder, listed on the University's list, forward an RFP or bid form to another company or bidder, that second or third-party bidder must contact the University and inform the Buyer that they now have possession of the proposal. Without such notice, the University foregoes any responsibility for communicating any addenda or other pertinent bid or RFP information to these second or third party bidders, and reserves the right to reject any such bids or RFPs.

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

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.

RIGHT TO TERMINATE CONTRACT: The University may cancel the Contract for breach, as determined by the University, for items such as but not limited to: failure to meet required performance or progress standards as described herein, or if the quality or level of services is

unsatisfactory to the University. This cause for breach may include any cessation or diminution of service, which, in the opinion of the University, is not in its best interest or any failure to comply with the term of the Contract. The University will give the vendor 30 days in which to rectify any problems with performance or progress, given the limited timeframe is has to work within. After the allotted time, if the University is not satisfied with the performance we can elect to cancel this contract in it's entirety.

CONTINGENCIES: The University shall hold the successful Vendor(s) to proposal information. 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 Vendor is directed to the fact that no claim for relief because of errors or omissions shall be considered, and Vendor shall be held strictly to this quotation as submitted. Any prospective Vendor, finding discrepancies in, or omissions from any of the documents, or be in doubt as to their meaning, they shall advise the Manager of Procurement Services, who shall issue the necessary clarification.

RIGHT TO AUDIT: NIU reserves the right to audit all records at any time during the contract period and for five years following the termination of the contract.

RECOURSE FOR UNSATISFACTORY PERFORMANCE: Any non-conformance to specifications or unsatisfactory performance by the vendor shall be corrected to the University's satisfaction. The determination of the University shall be final in this matter.

PRICING TERMS: Price terms provided in the response must be held firm for a minimum of ninety (90) days from the published RFP opening date and, once an order is issued, for the duration of any contract for services during the fiscal year. Vendor is to provide an annual escalation schedule for the initial term and the three (3) one-year renewal years as part of the RFP pricing. Either specific pricing or an indexed percentage increase is also required for the remaining three (3) annual renewal years as part of an optional renewal escalation clause.

CONTRACT ADMINISTRATOR: All matters of interpretation, approvals, or scheduling shall be directed to the University's Vice President & General Counsel and the Manager of Procurement Services, who shall arrive at a decision. Decisions of the University shall be final.

REFERENCES: References are to be supplied by the Vendor. A minimum of four references is required, but more may be furnished if desired. Results of reference checks may be used in the award of the contract.

RECORD OF BID/PROPOSAL: The University treats bids/proposals as confidential until the award is issued. A record of bids/proposals shall then be prepared and may become open for public inspection AFTER the contract award has been made. However, certain bid/proposal documents and records (or portions thereof) may become subject to disclosure under the Freedom of Information Act. For records not subject to the Freedom of Information Act, vendors may contact Procurement Services to set up an appointment to review in Procurement Services the record of the bid or proposal of interest. However, depending on the status of the bid/proposal, a vendor may be required to submit a Freedom of Information Act request to the NIU Legal Services office in order to obtain access to those records. Please note that the Freedom of Information Act may restrict access to certain information which must continue to remain confidential. Otherwise, allowable information will be made available to vendors in accordance with the Act.

Please also note that the University does not publish a re-cap sheet for bid/proposal results, nor will bid/proposal-results information be given out over the telephone, faxed, e-mailed, or mailed. This policy includes bid/proposal responses of the awarded vendor and/or any other vendor responses. Bid/proposal awards are typically posted on the Procurement Bulletin (www.procure.stateuniv.state.il.us). If a vendor wishes to see any bid/proposal results information other than what is posted on the Procurement Bulletin, the vendor must contact NIU Procurement Services with that inquiry, and the process must be observed as outlined in the above paragraph.

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.

ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT (if applicable): As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

CONDITIONS UNDER WHICH OPTIONS MAY BE RENEWED: The University reserves the sole right to renew this Agreement for any or all of the option periods specified based on continuing need and favorable market conditions, when in the best interest of the University. The University also reserves the right to exercise any of the renewal options early or to exercise more than one option at a time.

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 Manager 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.

All Questions Regarding This Proposal Must Be Directed To:

Rebecca May – Manager of Procurement Services
Phone 815/753-1594 Fax 815/ 753-6800
Email: rmay@niu.edu

PART B
Specifications and Submission Requirements

PART B: Specifications and Submission requirements for Proposal

Service Required: Consulting services to assist physicians to implement electronic health records in their offices and achieve meaningful use of these HER systems.

From time-to-time the Division of Administration and University Outreach may seek assistance to implement the mission of the IL-HITREC. Over time these may include any or all of the following:

1. Assist physicians in selection of an electronic health record system (EHR) including hardware and network infrastructure and IT services.
2. Provide onsite project management for implementation of an EHR in physician's office including individualized and on-site coaching, consultation, troubleshooting, and other activities required to assure that the physician is able to use the EHR system in a manner that meets meaningful use standards.
3. Provide support for practice and workflow redesign necessary to achieve meaningful use of EHRs in an efficient manner.
4. Assist in assuring the physician EHR is functionally interoperable with health information exchange(s).

The University reserves the right to request such additional information as may be deemed necessary in the investigation of the Vendor's firm and evaluation of their Proposal, including information from references provided, site visits to Vendor's facilities, and information as may be obtained from sources available to the University.

The University also reserves the right to request on-site presentations from one or more Vendors. Such presentations will remain confidential, with no disclosure of any information to, or attendance by, any other Vendor.

Vendors are reminded to be open and honest in their responses. All information is kept confidential to the extent allowed by law. All aspects of Vendor's proposal, such as the various cost/charge factors, Vendor's capabilities, renewal options, terms, conditions, and other details should be clearly stated with full explanation of details.

(TO BE SUBMITTED UNDER PART 'A' – Technical Proposal)

See page 5 for submittal information.

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. Failure to respond to any of the numbers under each section may disqualify your proposal.

1. Provide your firm's background in the area of electronic health information and experience in assisting physician clinics. Include information on key staff and their background and experience.
2. Provide information on the electronic health record systems your firm has experience with and provide the names and description of experience with each of the EHR systems.
 - a. How many unique practices/physician offices/clinics has your firm successfully transitioned from paper to electronic health record system?
 - b. What was the average practice size and number of physicians for each?
3. Describe your knowledge of other health information technology efforts in Illinois.
4. Provide information on your firm's professional associations and credentials as they relate to electronic health record systems.
5. Provide information on your organization's role as a reseller for any EMR product.

(TO BE SUBMITTED UNDER PART 'B' – Pricing Proposal)

See page 5 for submittal information.

1. Provide proposed fee arrangement or arrangements. Creativity will be appreciated.
\$ _____

2. Are travel expenses, including time for travel, billed? If so, at what rate?
\$ _____
3. Are incidentals included in cost? If so, how? _____

4. List terms of payment. _____
5. List any and all additional costs and explain. \$ _____

CONFIDENTIAL INFORMATION

Is there proprietary information in your proposal response? ____ Yes ____ No

If yes, make sure it is clearly marked throughout the proposal.

CONTRACT REQUIREMENTS

Vendor will need to provide an agreement which details pricing, payment terms, services provided, report turnaround time and customer support contract information.

PLEASE PROVIDE A SAMPLE CONTRACT STATING THE REQUIREMENTS WITH THE RETURN OF THIS PROPOSAL.

OPTION TO RENEW - (TO BE SUBMITTED UNDER PART 'B' – Pricing Proposal)

The University shall have the sole option of extending the awards under the same terms, conditions, and pricing structure for additional three (3) one-year period(s) beginning each fiscal year contingent upon continuing need, pricing, and satisfactory service from the Vendor. If there is to be an increase from the initial contract period, please state what the increase is based on – ex: CPI, cost of living, etc. for each subsequent renewal year.

FAILURE TO PROVIDE PRICING FOR OPTION PERIODS

If you fail to provide pricing information for the requested option periods specified, any contract awarded to your firm will be limited to the initial term and cannot include any renewal options.

For FY11 (July 1, 2010 - June 30, 2011)

_____ Prices will remain firm for the option period
 _____ Prices will increase up to _____% for the option period
 _____ Prices will decrease up to _____% for the option period
 _____ We do not offer an option

For FY12 (July 1, 2011 - June 30, 2012)

_____ Prices will remain firm for the option period
 _____ Prices will increase up to _____% for the option period
 _____ Prices will decrease up to _____% for the option period
 _____ We do not offer an option

For FY13 (July 1, 2012 - June 30, 2013)

_____ Prices will remain firm for the option period
 _____ Prices will increase up to _____% for the option period
 _____ Prices will decrease up to _____% for the option period
 _____ We do not offer an option

Cost increase shall be allowed only at the time option to renew the award is exercised. If the University decides to exercise its right to renew the Contract, a revised price schedule will be included with the renewal. The revised price schedule will be based on the amounts stated in herein and adjusted for any increase or decrease as provided in the options to renew.

Please state (if applicable) what any price increases is based on: _____

PART C

Required Forms

Response Submission Requirements

Completed proposals must be received in the Northern Illinois University Procurement Services Office by 2:30 pm on Thursday, April 22, 2010. All proposals received after that time and date will be rejected and returned to the Vendor. No late proposals will be accepted.

(TO BE SUBMITTED UNDER PART 'A' – Technical Proposal)

The following pages/forms are required documents that need to be filled out by Vendor. These must be included with the return of this proposal.

1. **References**
2. **Signature/certification**
3. **Certifications form**
4. **Certification of DHR Eligibility form**
5. **Disclosures form**
6. **Illinois Public Higher Education Bidder's Application form**
7. **W-9 form**
8. **Any addendum to this proposal, if applicable**
9. **State Board of Elections Certification (required by Public Act 95-0971)**

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

Please provide four references of services Vendor has supplied to others similar to NIU's requirements. Information obtained from references or other sources available to the University will be part of the evaluation process.

1. **Name:** _____
 Address: _____
 Contact Person: _____ **Phone#** _____
 Date of service: _____

2. **Name:** _____
 Address: _____
 Contact Person: _____ **Phone#** _____
 Date of service: _____

3. **Name:** _____
 Address: _____
 Contact Person: _____ **Phone#** _____
 Date of service: _____

4. **Name:** _____
 Address: _____
 Contact Person: _____ **Phone#** _____
 Date of service: _____

SIGNATURE/CERTIFICATION: By signing this bid/proposal, Vendor 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 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.

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

**Accepted and
Submitted by:**

Vendor

Company Name:_____

Name printed:_____

Signature:_____

Title:_____

Telephone:_____ **Fax:**_____

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. For profit businesses whose aggregate contracts, bids and proposals with the State of Illinois (including the state universities) exceed \$50,000 are required to register with the State Board of Elections. PLEASE CHECK THE APPROPRIATE LINE BELOW.

☐ The vendor is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Illinois Procurement Code, 30 ILCS 500/20-160; OR

☐ The vendor (a) has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Illinois Procurement Code, 30 ILCS 500/20-160, (b) has submitted a copy of the Certificate of Registration to the Chief Procurement Officer for Higher Education (see <http://www.procure.stateuniv.state.il.us>), and (c) acknowledges a continuing duty to update the registration.

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 -

The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if the vendor fails to comply with the requirements of Section 20-160 of the Illinois Procurement Code, 30 ILCS 500/20-160.

18. 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.)

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.

19. 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.
20. 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.

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 -

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 _____

WITNESS _____

PRINT NAME _____

PRINT NAME _____

TITLE _____

TITLE _____

TAXPAYER IDENTIFICATION NO. (TIN) _____ DATE _____, 20__

**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. 1-20-09)

CERTIFICATION OF DHR ELIGIBILITY FORM*

Revised: 1/10

Vendor Certification of Compliance with Public Act 095-0971
(Registration with State Board of Elections)

Business Entity Registration for Procurement (BEREP) Information

If you wish to submit a bid or proposal in response to this solicitation you must certify your compliance with the registration requirements of the Act by checking the appropriate box on the form below. **Furthermore, if you are required to register with the State Board of Elections, you must also provide a copy of your certificate of registration with your bid or proposal.**

Please read all of the following explanatory notes before completing the certification:

- If you are a for-profit vendor submitting a bid or proposal exceeding \$50,000, you must check Box #2, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.
- If you are a for-profit vendor submitting a bid or proposal for less than \$50,000 but the annual total value of all of your contracts and offers with all State agencies (including all current State contracts, the bid or proposal you are submitting, any other pending offers, and offers you previously submitted this year where you were not awarded a contract) exceeds \$50,000, you must check Box #2, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.
- If you are a for-profit vendor submitting a bid or proposal for less than \$50,000, and the annual total value of all of your contracts and offers with all State agencies is also less than \$50,000, you may check Box #1 indicating that you are not required to register.
- If you are a not-for-profit organization or governmental entity, you may check Box #1 indicating that you are not required to register regardless of the amount of your bid or proposal or the annual total value of all of your contracts and offers with all State agencies.
- There are no exceptions to the registration requirements for out-of-state or non-U.S. vendors.

Vendors must electronically register the Business Entity Registration for Procurement (BEREP) Form at <https://BEREP.elections.il.gov>. An updated certificate of registration is produced upon registration as well as each time any required information is changed by the user, and may be printed at any time. Print a copy of your certificate of registration and, if required, submit it with your bid or proposal. Please refer to Public Act 95-0971, which is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971&GA=095>, and the State Board of Elections website (www.elections.il.gov) for more information.

Certify your compliance with the Act by checking the appropriate box.

1. **_____ The bidder/proposer certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160).** Further, the bidder/proposer acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).
(or)
2. **_____ The bidder/proposer certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160).** Further, the bidder/proposer acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60). **(Reminder: Attach a copy of your certificate of registration.)**

Vendor Name: _____ **Date:** _____

If you need to register with the State Board of Elections, you must do so via their website at:
<https://BEREP.elections.il.gov>.

(rev. 8/11/09)

Financial Interests and Potential Conflicts of Interests Disclosures

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

You can use this form in two ways:

1. Enter your information on line, print, sign, and submit.
2. Print the form, enter your information, sign, and submit.

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 \$106,447.20. Proceed to Step 4.

- ☐ I have entered below those individuals with an ownership or distributive income share of more than 5% or \$106,447.20 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 \$106,447.20.
- 3 = Distributive income share exceeding 5%
- 4 = Distributive income share exceeding \$106,447.20.

**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

Fill out this section to pre-qualify as a provider of Professional and Artistic Services

If you do not offer such services, or do not wish to pre-qualify, proceed to Item #24.

Completing this section does not guarantee that you will be pre-qualified. Being pre-qualified does not guarantee that you will be awarded a contract. You do not need to be pre-qualified to respond to a solicitation (Illinois Procurement Code [30 ILCS 500/35-15]). Consult the universities' solicitations to determine specific qualification requirements for individual solicitations.

Automatic notification – Once you have been pre-qualified you will be entitled to receive an automatic notification of Procurement Bulletin solicitations for services for which you have pre-qualified **if** you have listed a FAX number and/or e-mail address as requested in Item #4.

Do not use this section to pre-qualify for construction or construction-related professional services. Contact the university with whom you wish to do business for information regarding specific requirements for these categories.

17. Please check the professional and artistic services for which you are requesting pre-qualification. For each service you check, provide the information requested in Items #17-23 of this application.

Accounting ☐ Accountant ☐ Auditor ☐ Billing Services ☐ Collection Services Artistic ☐ Artist ☐ Art/Artifact Restoration ☐ Entertainer ☐ Musician ☐ Sculptor Clinical Psychology ☐ Psychotherapist ☐ Psychiatrist Data Processing ☐ Consultant ☐ Network Design ☐ Programmer ☐ Systems Analyst	Dentistry ☐ Dentist ☐ Orthodontist ☐ Periodontist Environmental/Land ☐ Cartographer ☐ Environmental Analyst ☐ Environmental Engineer ☐ Geologist ☐ Hydrologist ☐ Land Appraiser ☐ Land Use Planner ☐ Meteorologist ☐ Naturalist Law ☐ Administrative Law Judge ☐ Arbitrator ☐ Attorney ☐ Court Reporting ☐ Hearing Officer ☐ Law Clerk ☐ Legal Services	Management/ Administrative Services ☐ Actuary ☐ Banking Services ☐ Consultant ☐ Economist ☐ Executive Search Services ☐ Investment Services ☐ Training and Development Marketing And Media Services ☐ Audio and Video Production ☐ Commercial Photographer ☐ Editor ☐ Graphic Designer ☐ Media Consultant ☐ Public Relations	Medicine ☐ Audiologist ☐ Chiropractor ☐ Dietician ☐ Medical Transcriber ☐ Nurse ☐ Occupational Therapist ☐ Optometrist ☐ Orthopedist ☐ Pathologist ☐ Pharmacist ☐ Physical Therapist ☐ Physician ☐ Podiatrist ☐ Radiologist ☐ Surgeon ☐ Temporary Medical Staffing ☐ Veterinarian Science/Research ☐ Archaeologist ☐ Biologist ☐ Botanist ☐ Chemist ☐ Educator ☐ Entomologist ☐ Historian ☐ Other
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18. Licenses and/or professional registration – List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you may be required to provide a copy of such license/registration to the university before an award can be made or work begun.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if Applicable)	License/Registration Exp. Date

19. Work experience – List contracts for similar services that have been completed within the last five years:

Project	Location	Type of Service	Total Amount of Contract	Start/Completion Dates	Name/Phone # of Owner or Other Reference

20. Resume' of key personnel – Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years Experience (This Firm/Other Firms)	Education (Institutions, Years, Degrees, Certificates)	Other Relevant Experience and/or Qualifications

21. Judgments and claims – Are there any judgments, claims, or suits pending or outstanding against you or your organization that could affect the ability to complete any contract awarded?

☐ Yes☐ No

If yes, please explain:

22. Receivership – Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

☐ Yes☐ No

If yes, please provide details:

23. Statutory qualifications – Are you or your organization disqualified, ineligible, suspended, or otherwise barred from receiving solicitations and/or awards from any State of Illinois university or agency or any agency of the Federal Government?

☐ Yes☐ No

If yes, please provide details:

24. I understand that:

Information provided in this application may be audited by any State university or verified by other means.

Provision of information in this application does not relieve me from providing the same or additional information as required in a response to a solicitation.

Submittal of this application does not guarantee pre-qualification. Pre-qualification will be given only if I meet all statutory or regulatory requirements, including any that may not be listed in this application.

I must update significant information changes within a reasonable amount of time. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension or debarment by any Federal, state, or local governmental agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any and all applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with any university and termination of contracts, and loss of profits in appropriate cases.

Under penalty of perjury, I swear or affirm that:

The information provided in this application is true and correct as of the time of signing.

I have not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E or 33E-4 of the Criminal Code of 1961.

I, along with other officers and employees, have not been convicted of bribery nor attempted bribery of an officer or employee of the State of Illinois, nor have made an admission of guilt of such conduct that is a matter of record.

I am an equal opportunity employer and in compliance with the equal opportunity requirements of applicable state and federal laws.

Signature: _____Name (type or print): Date: Title:

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.

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.

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 #BJM114740

Opening Date: 4/22/10

Opening Time: 2:30 pm local time

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