

REQUEST FOR PROPOSAL

Northern Illinois University
Procurement Services
Lowden Hall, Room 107
DeKalb, Illinois 60115

Sealed Proposals (RFP's) will be accepted in the above office until:

2 pm Local Time, Tuesday, October 2, 2012

For:

**Information Technology Assessment
RFP # KMC135138**

Vendor's Company Name

Date

Address

City, State and Zip Code

Telephone Number

Fax Number

Department of Human Rights Number (DHR)

TIN (FEIN or Social Security) Number

Email

NOTE: Faxing is NOT recommended due to the nature of this proposal and the number of copies needed, but if absolutely necessary to do so, you may fax your RFP to Fax: 815-753-6800 if received by the RFP Opening date and time stated above. If you FAX your proposal response, please MAIL your hard copy, POSTMARKED NO LATER THAN MIDNIGHT the date of the Opening.

VENDORS MUST RETURN ONE ORIGINAL AND TWO COPIES OF THEIR RFP RESPONSES. Mark as "original" and "copy" respectively. RFP responses received after the opening time stated above **MUST BE REJECTED.**

Direct questions regarding this Request for Proposal (RFP) to:

Kent M. Clapsaddle

Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115

Phone: 815-753-6107 Fax: 815-753-6800 Email: clapsaddle@niu.edu

THIS COVER SHEET MUST BE COMPLETED AND ATTACHED TO YOUR RFP RESPONSE.

STRUCTURE OF PROPOSAL (RFP)

This Request for Proposal (RFP) is divided into three main Sections, as follows:

Section 1: General Terms & Conditions

Section 2: Specifications and Pricing

Section 3: Required Forms

RFP Responses:

Vendors are to **complete and return one original and two copies** of their full and complete RFP. **The vendor is to indicate clearly which is the original version and which are the copies** (please handwrite, stamp, or otherwise mark each as “Original” or “Copy”, respectively).

SECTION 1:
GENERAL TERMS & CONDITIONS

ILLINOIS PROCUREMENT CODE, RULES, AND PROCUREMENT BULLETIN

The attention of prospective vendors is directed to the current Illinois Procurement Code and the Illinois Public Higher Education Procurement Rules. This code governs 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 website:

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

The above website 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 undergraduate 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 34,000 full-time students.

SCOPE OF WORK

Northern Illinois University is conducting a strategic review of the current information technology (IT) infrastructure, security, operations and practices. The purpose of this review is to enhance the university's reputation as a leader in the integration of IT through its teaching, research, public service and economic development mission. As part of this review all university IT operations except for the University Foundation and Alumni Association will be reviewed for efficiency, integration and cohesion in providing technology services to the students, faculty (research and teaching), employees and constituents.

A task force team at the university will collect all required NIU information necessary for **the successful bidder to provide a written report on short-, medium-, and long-range strategic planning and implementation recommendations to achieve fundamental improvements in IT effectiveness and efficiency.** This report will be created in collaboration with the task force and the steering committee.

The report will include recommendations for:

1. Improving the organizational structure and operating efficiency of the university's various IT functions
2. Establishing a funding and approval process for all IT related projects, equipment and services
3. Reduction of duplicative and redundant systems and processes
4. Improving the structure and functionality of the university's data centers
5. Enhancing services to the university constituents both on campus and throughout the university's service region
6. An assessment of IT security operations
7. Comparison of NIU to its peer institutions (as identified in appendix B)

This project is to begin as soon as possible with substantial completion within an estimated 45 days (or 1.5 months) and follow-up questions for an additional estimated 45 days (another 1.5 months). Full project completion and final report delivery is to occur no later than an estimated 105 days (or 3.5 months) from project begin date.

Please note - The time frame discussed above is an estimate only. Vendors are to provide an estimated schedule for work to be completed as part of their proposal.

A contract will be required prior to any award being made. A sample contract must be included with vendor's response to the RFP.

PROPOSAL RESPONSE

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 that condition on your proposal response. 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/responding will assist in maintaining the vendor on the correct bid list(s). It is the Vendor's responsibility to submit their proposal response to the Office of Procurement Services (not Central Receiving) by the designated proposal opening time. Please fax/mail/courier early to avoid delays.

SUBMITTAL OF PROPOSALS

Proposals must be submitted clearly marked as to the identification of the proposal. Please be sure to sign the proposal in the 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 (or box for larger RFP's) 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 "Original" and two "copies"** of their proposal, using the forms provided and in the designated format. The vendor is to indicate clearly which is the "Original" version and which are the "Copies" (i.e., mark original as "Original" and the copies as "Copy" respectively).

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. If you fax your proposal response, you must also mail or courier-service your hard copy, postmarked no later than midnight of the date of opening.

NOTE: The RFP due date and time refers to NIU's local time for the RFP opening, which may be different from the vendor's time zone.

Proposals must be made on these forms but the vendor may include additional information by attachment. Enclose all material, with all RFP forms properly completed and executed, without folding, in an envelope or box 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 records or reference file.**

Please submit the proposal in two parts as described below. The parts are to be submitted in the same package provided the two 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 Specifications/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 and any other cost factors, 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/delivery-service packages (e.g., FedEx, UPS, DHL, etc.) are all delivered through the University's campus mail system once they reach campus, 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 internal campus delivery process and the related time delay, and mail/ship/submit your bid/proposal responses early to allow for receipt in the Procurement Services office by the Bid/RFP Opening Date and Time.

Please use the following address for delivery of your proposal:

**Northern Illinois University
Attn: RFP # KMC135138
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. If you must ship your RFP response in more than one box, please mark your boxes with your vendor company name and "Box 1 of 2", etc. (for example: Acme Corp, Box 1 of 3).

You may FAX your proposal, if necessary, to meet the due date and time deadline. However, 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 Phone #: 815-753-1671 to verify its receipt.

Questions related to the submission of proposals should be directed to Kent Clapsaddle. Mr. Clapsaddle's telephone number is 815-753-6107 or Mr. Clapsaddle may be reached via email at: clapsaddle@niu.edu (please also send cc email to: gayler@niu.edu).

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. Vendor must provide a completed **SIGNATURE/CERTIFICATION** form (attached)
2. Vendor must provide **REFERENCES**
3. Vendor must provide a completed **CERTIFICATIONS & CONFLICTS** form (attached)
4. Vendor must provide a completed, and notarized, **CERTIFICATION OF DHR ELIGIBILITY FORM**. In order to be eligible to bid on the project, the vendor must, unless exempt, prior to the bid opening, have filed with the Illinois Department of Human Rights a properly completed and sworn employer Report Form (Form PC-1 which is currently valid) to obtain from them a DHR Number (form attached for Certification).
5. Vendor must provide a completed **VENDOR CERTIFICATION OF COMPLIANCE WITH PUBLIC ACT 095-0971** form (attached)
6. Vendor must provide a copy of the **electronic** Illinois State Board of Elections **CERTIFICATE OF REGISTRATION**, unless exempt (**vendor must print and provide this form**)
7. Vendor must provide a completed **DISCLOSURES & CONFLICTS OF INTEREST** form (attached)
8. Vendor must provide a completed **W-9** form (attached)
9. Vendor must provide responses to **DOMESTIC PRODUCTS ACT and FUEL SURCHARGE** form (attached)
10. Vendor must provide a completed **SUBCONTRACTOR IDENTIFICATION** form, if applicable (attached)
11. Vendor must provide a completed **CONFIDENTIAL INFORMATION FORM** (attached)
12. Vendor must provide any **ADDENDUM** to this proposal, if applicable

DHR

Northern Illinois University is required to deal only with those firms registered with the Illinois Department of Human Rights (Fair Employment Practice Commission), unless exempt. If you

are uncertain if you have a DHR number, please contact the Illinois Department of Human Rights prior to the proposal opening date. The address for the Illinois Department of Human Rights is:
IL Department of Human Rights, Public Contracts Section
100 W. Randolph, Chicago, IL 60601 Phone: 312-814-2431

No purchase order will be issued to a firm without a DHR number, unless exempt (i.e., exemption applies if vendor has employed fewer than 15 employees during the past 365 days).

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 the vendor. All forms/pages must be filled out in their entirety. Failure to submit a completed bid/proposal, in its original format and order, may be grounds for disqualification.

PROPOSED MATERIALS

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

PROPOSAL INTERPRETATION

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

EVALUATION CRITERIA

The University will evaluate the proposals relative to the weighted criteria as listed below. The final decision may involve or be based on a formal presentation by the Vendor; negotiations and/or clarifications involving final content of the contract and price, terms of sale, or other communications between the selected Vendor and the University; or other tangible or intangible elements as may be considered by the University to clarify such work.

All proposals will be evaluated by a proposal team. Based on this evaluation, the University will determine the award of the contract (or non-award if that is determined to be the case).

If an award results from this RFP, the University will award the contract to the Vendor 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 weighted criteria will be used by the University for evaluation of this RFP:

Knowledge, public higher education experience and credentials	100 points
References provided and reference responses	100 points
Ability to deliver within timeframe	100 points
Cost	100 points
<u>Total possible points</u>	<u>400 points</u>

PROPOSAL OPENING & INFORMATION

All proposals will be publicly opened at the time and address stated in the advertisement for proposals, unless the date or time is changed prior to the proposal opening by the University through written notice to all bidders of record. All proposals received after the specified proposal opening date and time will be returned unopened to the bidder(s). Official time will be determined by the University.

The public opening of proposals is for informational purposes only and is not to be construed as acceptance or rejection of any of the proposals submitted. Also, in keeping with the state Procurement Code and Rules, there will be no disclosure of price nor proposal contents to competing offerers during the RFP opening. Therefore, 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 (in accordance with state of Illinois Procurement Code and Rules) after an award and/or contract is issued (if any award is made). The University does not publish a re-cap sheet for proposal openings nor will information be faxed, mailed, emailed or given over the phone (see RECORD OF BID/PROPOSAL below).

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 (FOIA). 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 University Relations 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.

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 2 hours. No Vendor will be entitled to be present, or otherwise receive any information regarding any presentation of other Vendors.

CONFIDENTIALITY

From the date of issuance of the RFP until the opening 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. Proposals are to be clearly marked as Confidential or Proprietary if applicable; otherwise, results are automatically available for review to the public after an award has been made.

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, the 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. 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 or proposal.

SUBMISSION CONSTITUTES ACCEPTANCE

Submission of this proposal constitutes the Vendor's acceptance of all terms and conditions contained in the RFP document, whether or not all pages of the RFP document are returned. Vendors may submit a proposal response with exceptions (see the paragraph of this RFP titled EXCEPTIONS).

VENDOR'S ATTACHMENTS TO THE RFP

Any attachment to this proposal, as required by the RFP conditions or made at the bidding vendor's option, must reference on their face: (a) the proposal title, (b) the opening date and time, (c) the vendor's company name, and (d) a clear reference to that term, condition, specification, proposal section, etc., so as to provide context or reference for the attachment.

PRICING TERMS AND PERIOD OF FIRM PROPOSAL

Prices must be kept firm for at least 90 days after the last time specified for submission of proposals and/or until an award decision is reached and possible contract is issued. If nothing to the contrary is indicated by the Vendor in their proposal, the price will be firm for 90 days (and/or until an award decision is reached and possible contract issued), and continued thereafter unless written notice to the contrary is received, and, once an order is issued, for the duration of any contract for services during the fiscal year, and for any renewal options periods elected by the University. Firm price proposals for periods of less than 90 days may be considered non-responsive.

FULL PRICING AND CONTINGENCIES

The University shall hold the successful Vendor to proposal pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this RFP will not be considered for payment by the University.

PAYMENT TERMS

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). Prior to payment, the University reserves the right to be in receipt of equipment or services, and to have verified its completeness and acceptable working functionality or correctness. No late charges will be paid by the University.

TAXES

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

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.

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.

LANGUAGE & CURRENCY

All RFP's are to be completed and submitted using the English language, and any monetary values are to be stated in U.S. Dollars (USD) currency. Proposals otherwise submitted will be disqualified.

INVOICING

All invoices must be submitted in English and in U.S. Dollars (USD), must match shipping documents, and **must have the complete purchase order number marked clearly on the invoice.**

NIU reserves the right to short pay invoice(s), hold invoice(s) for credit, or request complete credit and re-invoicing of invoice(s). The successful vendor(s) shall mail all invoices pertaining to item(s) covered by any referenced purchase order(s) to the following address unless specified differently on the purchase order:

Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb, IL 60115
Ph: 815-753-1514

ADDENDUM / ADDENDA

If and/or as needed, an Addendum (or Addenda) related to this RFP shall be issued to clarify any questions raised by responding Vendors, or to provide additional information deemed by the University of importance to Vendors, for Vendor preparation of RFP responses. An Addendum will also be used to extend the opening date and/or time, if and when deemed necessary by the University. Addenda shall be sent by email notice from the Illinois Public Higher Education Procurement Bulletin, to notify all prospective Vendors of any pertinent changes. *Therefore it is necessary for potential Vendors to download this RFP directly from the Procurement Bulletin; otherwise they will not be notified of any Addenda.* Any Addenda related to this RFP that are issued to Vendors prior to the proposal opening date will include an Addendum-acknowledgement section which Vendors must complete. Since all Addenda become a part of the proposal, **all Addenda must be signed by an authorized Vendor representative and returned with the proposal.** Failure to sign and return all Addendum forms may be grounds for rejection of the proposal response. Please enclose your signed Addendum forms with your "Required Forms" submissions in your RFP response packet.

WARRANTIES

Warranties offered for any equipment, goods, and/or services to be provided in response to this RFP should be specified clearly in your RFP response. If specific warranties are required by the University they shall be listed in the content of the RFP. (See the SPECIFICATIONS section of this RFP for any additional "Warranty" information and requirements.)

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.

BUSINESS ENTERPRISE PROGRAM (BEP)

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. Please note that the utilization of a BEP plan is NOT A REQUIREMENT but highly encouraged.

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.

PUBLICITY / ENDORSEMENT

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

BID/RFP EVALUATION AND AWARDS

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

AWARD OF ORDER

After careful review of all proposals submitted, if an award is granted, the University will award a purchase order(s) and/or contract for merchandise and/or services to the vendor (or vendors, if multiple awards are to be issued) whose proposal the University believes best meets its needs, specifications and requirements based on the evaluation criteria set forth above in the section EVALUATION CRITERIA, and is within the budget scope of the University. The University will be the sole judge of acceptability of any bids or RFP responses and of products, equipment, materials, and/or or services offered or quoted therein. Depending on the nature of the RFP and NIU's determination of need, prior to making an award, the University reserves the right to request samples at no cost to the University (see SAMPLES section below). The University also reserves the right to award multiple awards, if and/or as needed and as determined to be in the best interest of the University, most typically regarding and/or in the case of select RFP's for professional services.

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.

AMENDMENTS

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

FAILURE TO PROVIDE PRICING FOR RENEWAL OPTION PERIODS (if applicable)

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

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, if it is deemed appropriate and in the best interest of the University to do so. No terms or conditions shall be incorporated into any resulting contract unless agreed to in writing by the University.

REFERENCES

References are to be supplied by the Vendor. A minimum of **five** references is required, but more may be furnished if desired. Results of reference checks will be used in the award of the contract. Full reference company or facility name, address, and contact person's name, phone number, and email address are to be provided for each reference cited.

SAMPLES

NIU reserves the right to request samples prior to awarding any bid or proposal. If samples are requested, each sample must be marked with the bid or proposal title (as shown on the cover page) and the vendor's name. Samples will be provided at no charge to NIU, and will be returned at the vendor's expense, unless evaluation requires the sample's destruction or unless the vendor does not require the return of the item(s). If samples are not available or are not practical to ship (the vendor must verify this with NIU first and the University will make such a determination), the vendor will provide information to the University so a site visit can be arranged to a company or installation within reasonable proximity to the University (typically within 50 miles) that features the product or service in question.

EXCEPTIONS

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

WORKMANSHIP/SERVICES

Any equipment and/or materials ordered (or services provided) shall be manufactured (or in the case of services, provided) according to the highest traditions and standards of the industry or profession, and shall meet all commercial and/or professional standards of quality. The University shall be the sole judge of acceptable products and/or services. Unacceptable products will be rejected and suitable price adjustments made. Unacceptable services may be grounds for cancellation of the contract, price adjustments may be required from the vendor, the vendor will be required to correct the services to the satisfaction of the University within a prompt time frame and at no additional cost to the University, or will be otherwise handled as outlined below in the section RECOURSE FOR UNSATISFACTORY MATERIALS, PERFORMANCE AND/OR SERVICES.

RECOURSE FOR UNSATISFACTORY MATERIALS, PERFORMANCE AND/OR SERVICES

Payment shall be contingent upon the University's inspection of and satisfaction with delivered equipment, materials and/or services performed. Any immediate or later-discovered gross errors, defective findings or materials, non-conformance to proposal specifications, and/or damaged or unsatisfactory materials or services shall be corrected to the University's satisfaction by the successful RFP vendor at no additional charge to the University. The determination of the University shall be final in this matter. Failure to provide acceptable merchandise, services or quality of workmanship may be grounds for termination of the contract and cancellation of the purchase order at no additional charge to the University, the Board of Trustees, the state, or any other state or University agency, office, department, or division (see section below headed CANCELLATION AND RIGHT TO TERMINATE CONTRACT).

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.

REJECTION OF PROPOSALS, WAIVER OF IRREGULARITIES

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

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by letter, email, or in person prior to the time and date established for the opening of proposals.

CANCELLATION AND 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, unsatisfactory quality or level of services, 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 terms of the Contract. The University will give the vendor 30 days in which to rectify the breach and rectify any problems with performance or progress, given the limited timeframe it has to work within. If the vendor fails to cure the breach within 30 days to the University's satisfaction, the University may elect (and reserves the right) to cancel the Contract in its entirety effective immediately.

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/Contractor shall not look to the University for recovery of any damages or reimbursement of expenses of any kind or any amount paid hereunder.

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.

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.

INDEMNIFICATION

The Vendor/Contractor shall indemnify and hold harmless the Board of Trustees and its members, representatives, officers, agents and employees from and against any and all claims, demands, suits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the contract hereunder, whether or not caused or contributed to, by, or on account of any acts or omissions on the part of the contractor or of any subcontractor, or any of their respective agents, servants or employees or any negligence or alleged negligence on the part of the Board of Trustees, its members, representatives, officers, agents or employees.

INCLUSION BY REFERENCE

Any equipment/merchandise specifications offered in this proposal document are limited. All manufacturers' specifications for any equipment listed in this document shall be considered to be included in this proposal by reference. Vendors are expected to be familiar with referenced makes and models shown.

NOTICE TO VENDORS

If a Vendor receives this Request for Bid/Proposal from a second or third party (i.e., anyone other than the Procurement Bulletin or NIU Procurement Services), 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 second or 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 Bid or Proposal document directly from the Illinois Public Higher Education Procurement Bulletin website or obtained it from the University directly. The University reserves the right to reject any Bid or RFP response that is incomplete or that fails to adequately address and meet the Bid or RFP specifications and submission requirements.

SECOND/THIRD PARTY VENDORS/BIDDERS

Should a primary Vendor/bidder listed on the University's bid list (and/or who downloaded the bid or RFP from the Illinois Higher Education Procurement Bulletin website), forward an RFP or Bid form to another company or Vendor/bidder, that second or third-party Vendor/bidder MUST contact the University and inform the Buyer that they now have possession of the bid or 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 Vendors/bidders, and reserves the right to reject any such bids or RFPs.

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>.

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 the Vendor is directed to the fact that no claim for relief because of errors or omissions shall be considered, and the 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, 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.

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.

MODIFICATION OF SERVICE

The University reserves the right to upgrade specifications during the course of the contract. Any changes in pricing proposed by the proposer resulting from such upgrades are subject to acceptance by the University. In the event prices cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications, or the University may decide to modify the upgrade or may decide not to add the particular upgrade to the contract or specifications.

POST PERFORMANCE REVIEW

The University reserves the right to 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.

SERVICE AVAILABILITY

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 if needed, and resolution of any service and/or operational problems.

NOTE REGARDING TERMS AND CONDITIONS

Northern Illinois University is presenting requested terms and conditions in this RFP document. Terms and conditions may possibly include an initial period of coverage and possible renewal options. However, the University would be open to consider alternate terms and conditions for the contract if it is determined to be in the best interest of the University. Therefore, vendors may submit alternate terms and conditions if vendors choose to do so if they feel they can provide the University a better offer than the terms presented in the document. In all instances related to this RFP, however, the University reserves the right to determine that which it deems to be in its best interest, and the decision of the University shall be final.

PROTEST REVIEW OFFICE

Vendors may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules 44 ILL. Admin. Code 4.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office
Attn: Protest Review Office
Suite 513 Stratton Office Building
401 South Spring Street
Springfield IL 62706

Phone: 217/558-3724
Fax: 217/558-2164
Illinois Relay: 800/526-0844

If the protest is submitted via email, it must be sent to both of the following email addresses:

Adam.Alstott@illinois.gov

EEC.CPOHE@illinois.gov

MISCELLANEOUS

Proposals must be made on this form. Please sign and return the proposal. The proposal and all forms must be completed and returned by the date and time of the opening as indicated on the front of the proposal. Unsigned proposals may not be considered. Please make certain to retain a full and complete copy of your RFP submission for your records. Proposals will be available for inspection in the Office of the Manager of Procurement Services after award of order. Bid and/or RFP 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 it out, to become acquainted with the terms and conditions of the proposal document and its requirements.

Vendor Legal Authorization

Vendor/Bidders may qualify to submit bids or proposals to state universities of Illinois only if they are a legal entity authorized to do business in Illinois prior to submitting the bid, offer or proposal. This applies to both in-state and out-of-state firms.

A Vendor/Bidder must be:

- a legal entity
- registered to conduct business in Illinois
- in good standing with the Illinois Secretary of State

Specific information regarding compliance can be obtained from (30 ILCS 500/1.15.80, 20-43). Please contact the Illinois Secretary of State for additional information.

In-State Firms

Corporations (Corp); Limited Liability Companies (LLC); Limited Partnerships (LP); Limited Liability Limited Partnerships (LLLP) - Please contact the Illinois Secretary of State for further information.

Sole Proprietorships - If the firm's name is the same as the sole proprietor's name, nothing is required.

Out-of-State Firms

All Out-of-State Firms - A foreign vendor is defined as any vendor who has not incorporated within the State of Illinois. A Guide For Qualifying Foreign Corporations, published by the Secretary of State, will answer your questions on how to qualify your Corporation/LLC to do business in Illinois. Please direct your questions to the Illinois Secretary of State.

For additional information go to: www.cyberdriveillinois.com

- Click on "Services" (top of the page, left-hand side)
- Select "Services for Business"
- Select "Business Services Publications and Forms"
- Select the type of company that applies (e.g., corporation, LLC, LLP)
- On the list of forms and publications, an application to transact business in Illinois is available

Please note that the minimum fee due upon qualification is \$175.

All Questions Regarding This Proposal Must Be Directed To:

Kent M. Clapsaddle, Senior Buyer

Procurement Services, Lowden Hall 107

Northern Illinois University, DeKalb, IL 60115

Phone: 815-753-6107 Fax: 815-753-6800

Email: clapsaddle@niu.edu

SECTION 2:

SPECIFICATIONS and PRICING

(VENDORS: Please note that your “proposed specifications” and “pricing information” are to be given separately in your RFP response.)

NIU's desired project specifications are provided here in Section 2. Vendors are to respond as specified or equal, and are to give their proposed specifications and pricing information in Parts A and B, respectively.

Part A:

SPECIFICATIONS (Technical Proposal)

NIU's desired specifications for this project are presented here. Vendors please submit your proposal-response specifications for this project as Part A: Technical Proposal (Do not give pricing in Part A)

Part B:

PRICING (Pricing Proposal)

Vendor's please submit your pricing information for this project as Part B: Pricing Proposal.

PART A: SPECIFICATIONS

Northern Illinois University is conducting a strategic review of the current information technology (IT) infrastructure, security, operations and practices. The purpose of this review is to enhance the university's reputation as a leader in the integration of IT through its teaching, research, public service and economic development mission. As part of this review, all university IT operations except for the University Foundation and Alumni Association will be reviewed for efficiency, integration and cohesion in providing technology services to the students, faculty (research and teaching), employees and constituents.

A task force team at the university will collect all required NIU information necessary for **the successful bidder to provide a written report on short-, medium-, and long-range strategic planning and implementation recommendations to achieve fundamental improvements in IT effectiveness and efficiency.** This report will be created in collaboration with the task force and the steering committee.

The university has recently conducted a campus-wide strategic plan (<http://www.niu.edu/strategicplan/>), followed by a Vision 2020 initiative (<http://www.niu.edu/vision2020/>), to grow the student body and improve the overall learning environment at NIU. One of the many things that came out of the review was the lack of Wi-Fi on campus and the old PC lab model from the 1990s. The university has already begun a three-year plan to implement Wi-Fi campus-wide and move to cloud applications and printing services using the universities two separate cloud data centers and external cloud services to provide best in breed services to all of our constituents. This is a \$2 million dollar, three-year plan.

NIU is an Oracle–PeopleSoft operation with our production database running on an Exadata platform in our primary data center. A second Exadata system in our secondary data center is backed up nightly and used for testing and development and is fully capable to assume production operations. All other applications are being moved to a production VM center at the primary site with a second VM center in our secondary site for testing, development and contingent operation with the primary data center. There are approximately 175 FTE providing centralized service on a 24x7, full-year basis. There are approximately 75 IT positions reporting to the colleges and departments providing desktop and LAN support. All network and telecom operations are centrally controlled and charged back to user departments.

The result of the vendor's efforts will result in a report which is to include recommendations for:

1. Improving the organizational structure and operating efficiency of the university's various IT functions
2. Establishing a funding and approval process for all IT related projects, equipment and services
3. Reduction of duplicative and redundant systems and processes
4. Improving the structure and functionality of the university's data centers
5. Enhancing services to the university constituents both on campus and throughout the university's service region
6. An assessment of IT security operations

7. Comparison of NIU to its peer institutions (as identified in Appendix B)

The Vendor will review information collected by the university and suggest any additional requested information prior to the launch of the project.

NIU will collect all internal NIU specific information. The Vendor will limit on-campus interviews to committee/task force team members and any others as approved by the NIU task force.

The Vendor will provide comparison data from peer institutions provided by NIU (see Appendix B) and is encouraged to suggest other peers for comparison.

The Vendor will work with the task force to draft short-, medium-, and long-term recommendations to enhance the university's reputation as a leader in the integration of IT through its teaching, research, public service and economic development mission.

Final report and recommendations will include measureable goals using clearly defined metrics.

This project has a maximum budget not to exceed \$100,000.00.

Eight hard copies and an electronic copy of the final report will be delivered to the chair of the task force upon project completion.

PART A: VENDOR'S "QUOTE ON" PAGES **for SPECIFICATIONS**

(Vendors, please do not give prices here – just give the specifications for your proposal response here)

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

-- Vendors, please provide your proposed **SPECIFICATIONS ONLY** in the space below (i.e., do not give prices here). You may also include brochures, cut sheets, etc., or add additional pages if needed with your RFP specifications response (i.e., "Part A").

Northern Illinois University is conducting a strategic review of the current information technology (IT) infrastructure, security, operations and practices. The purpose of this review is to enhance the university's reputation as a leader in the integration of IT through its teaching, research, public service and economic development mission. As part of this review all university IT operations except for the University Foundation and Alumni Association will be reviewed for efficiency, integration and cohesion in providing technology services to the students, faculty (research and teaching), employees and constituents.

A task force team at the university will collect all required NIU information necessary for **the successful bidder to provide a written report on short-, medium-, and long-range strategic planning and implementation recommendations to achieve fundamental improvements in IT effectiveness and efficiency**. This report will be created in collaboration with the task force and the steering committee.

The result of the vendor's efforts will result in a report which is to include recommendations for:

1. Improving the organizational structure and operating efficiency of the university's various IT functions
2. Establishing a funding and approval process for all IT related projects, equipment and services
3. Reduction of duplicative and redundant systems and processes
4. Improving the structure and functionality of the university's data centers
5. Enhancing services to the university constituents both on campus and throughout the university's service region
6. An assessment of IT security operations
7. Comparison of NIU to its peer institutions (as identified in Appendix B)

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

Do not deviate from the corresponding numeric notations. Make sure each response corresponds to each notation accordingly. Failure to respond to any of the numeric notations under each section may disqualify your proposal. Any attachments must be clearly identified with the corresponding numeric notations.

1. Please state specific knowledge of and declare demonstrated work with comprehensive public higher education research universities concerning IT assessment, IT structure and funding models, IT security, IT policy and IT strategies.

2. Please attach résumés for anyone who will be assigned to this project that demonstrates the required knowledge shown above. These must be people who will be assigned to this project, not sample or potential participants.

3. Please provide client and contact information for five institutions you have engaged with for similar projects.

Contact Name	Institution	Address	Email	Phone

4. This project is to begin as soon as possible with substantial completion within an estimated 45 days (or 1.5 months) and follow up questions for an additional estimated 45 days (another 1.5 months). Full project completion and final report delivery is to occur no later than an estimated 105 days (or 3.5 months) from project begin date. Can your organization complete this project within the estimated time frame? If a modified time frame is more advantageous to the university, please outline it below.

5. Please provide a high level project overview with checkpoint/deliverable dates within the overall project start/end dates.

PART B: PRICING PROPOSAL

(Vendors, please give your price/pricing information here)

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

Labor Expenses:

Title	Hourly Rate	Estimated Hours	Extended cost
Manager	\$		\$
Principle	\$		\$
Staff	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total			\$

Travel details and expenses: Please provide travel details and the total estimated travel expense the Proposer will incur during the contract period. This should include the number of and purpose of staff traveling for each trip, the estimated number of trips and what type of travel is required including lodging and other expenses if necessary. Please attach an additional document if more space is required and show the grand total of travel expenses below.

\$ _____

Please list any additional expenses Proposer will incur that are not listed above. Please attach an additional document if more space is required and show grand total of additional expenses below.

\$ _____

\$ _____

Estimated Project Grand Total \$ _____
(Not to exceed \$100,000.00)

Payment Terms: _____

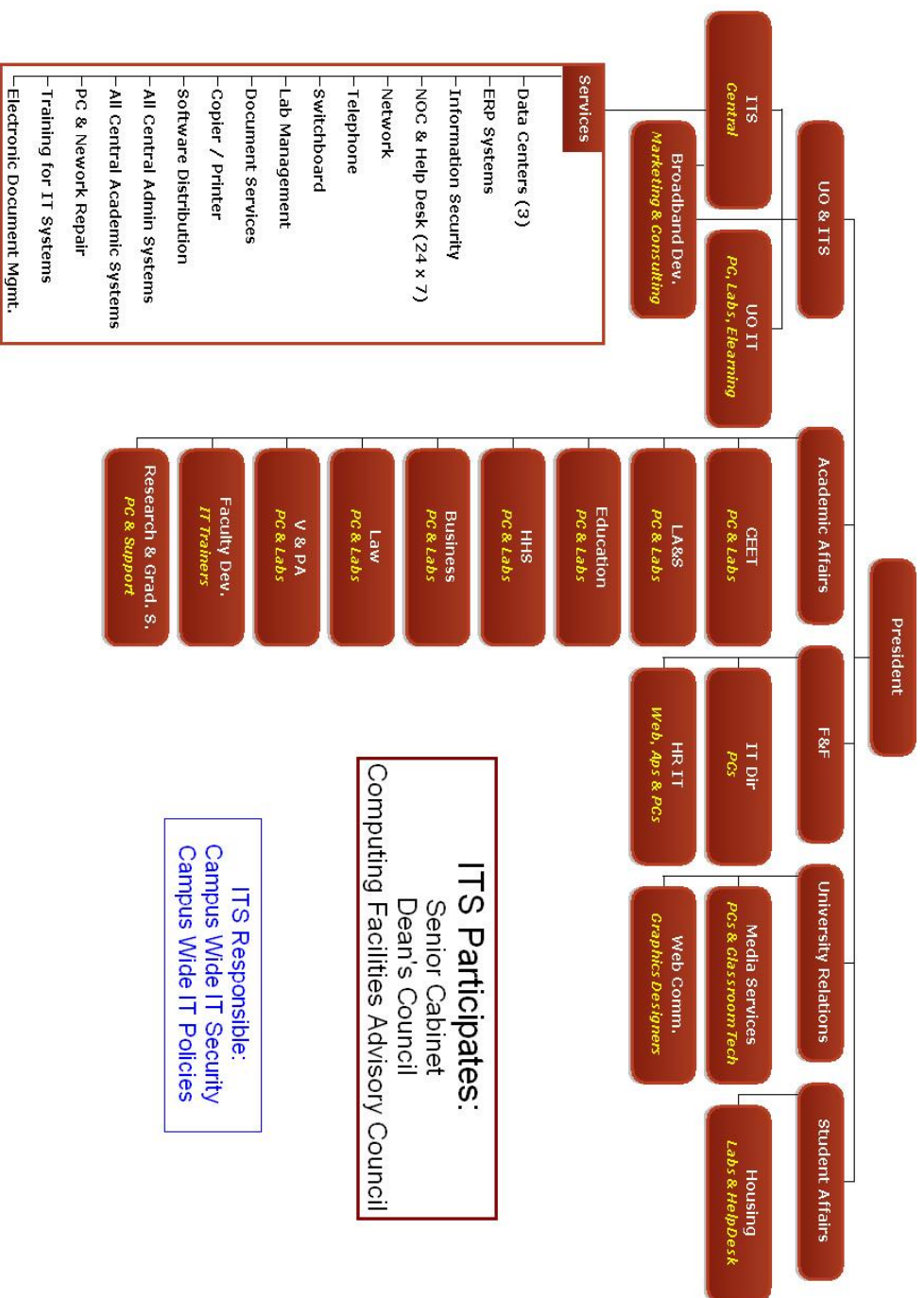
Is a deposit required? If so, what deposit is required? \$ _____

EXTENSION OF OFFER TO OTHER STATE OF ILLINOIS UNIVERSITIES

NIU is hereby offering those firms who receive an award as the result of this solicitation the opportunity to also extend their bid/proposal offer to other State Universities in Illinois. Should you accept this opportunity if you receive an award, the following conditions will be applicable:

1. Each State of Illinois university choosing to participate in this transaction will administer its own procurements directly with your company subject to individual university administrations and Governing Board approvals.
2. The decision whether or not to participate will be up to each university.
3. If your firm agrees to extend your offer to the other universities, a copy of your offer will be provided to each of the universities' purchasing officers and those universities that choose to participate will use it as a basis for contracting with your firm.
4. Any contracts and/or purchase orders your firm receives from these universities will be administered (such as, but not limited to, resolution of ordering problems and reconciling accounts payable issues) by the individual university and not by Northern Illinois University.
5. Please complete the following information.
Will you extend your offer to the State of Illinois universities?
Yes _____ No _____

Information Technology at NIU



Appendix A – Current Organization Structure

Appendix B – Peer Institutions

Ball State University
Bowling Green State University
Kansas State University
Kent State University
Miami University at Ohio
Texas Tech University
University of Akron
University of Alabama
University of Nebraska/Lincoln
University of Wisconsin-Milwaukee
West Virginia University
Western Michigan University

Others Institutions of Significance:

Auburn University
Central Michigan University
Florida Atlantic University
Illinois State University
New Mexico State University
North Dakota State University
Northern Arizona University
University of Central Florida
University of North Texas
University of Oklahoma
Washington State University

SECTION 3:

REQUIRED FORMS

The following are required documents that must be filled out by vendors. These forms are to be completed and returned with your RFP response. Before sending your Request for Proposal, please review the checklist below to ensure compliance.

Submit your completed Required Forms in the Part A: Technical Proposal (Specifications) section of your RFP response.

- ☐ Signature Certification
- ☐ Certifications & Conflicts form
- ☐ Certification of DHR Eligibility form
- ☐ State Board of Elections Certification Form (compliance)
- ☐ Copy of the electronic Certificate of Registration, unless exempt
- ☐ Disclosures & Conflicts of Interest form
- ☐ W-9 Form
- ☐ Responses to Domestic Products Act (Public Act 93-0954) and Fuel Surcharge form
- ☐ Subcontractor Identification Form, if applicable
- ☐ Confidential Information Form
- ☐ Any Addendum/Addenda to this proposal, if applicable

(rev 12/7/11)

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 bid/proposal. The University will be the sole judge of the acceptability of any exception noted and is not bound to consider any bid/proposal submitted with exceptions.

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

Submitted by:

Company Name: _____

Name (Printed): _____

Signature: _____

Title: _____

Telephone: _____

FAX: _____

Date: _____

If the contact person for this proposal is not the same as listed above, please provide that information:

Name printed: _____

Signature: _____

Title: _____

Email: _____

Telephone: _____ Fax: _____

Fax number for placing orders to vendor: _____

CERTIFICATIONS AND CONFLICTS

All subcontracts issued by Vendor under this Contract must include the Standard Qualifications, Certifications, Representations, and Disclosures Attachment.

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall reconfirm compliance with the following certifications by July 1 of each year that this contract remains in effect. All subcontractors shall reconfirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosure Attachment.

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

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor is not in default on an educational loan (5 ILCS 385/3).
3. This does not apply to contracts with the state universities. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Vendor is an existing legal entity, and as applicable: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
5. This applies to service contracts and is otherwise not applicable. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
6. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
8. If Vendor, or any officer, director, partner, or other managerial agent of 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, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
9. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the

Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

10. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
11. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
12. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
13. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
15. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
16. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
17. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
18. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
19. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
21. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
22. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

24. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
25. This does not apply to contracts with the state universities. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. The prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
26. This applies to information technology contracts and is otherwise not applicable. Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/itaa (30 ILCS 587).
27. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
- a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
28. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.
29. In accordance with 30 ILCS 500/20-160, Vendor certifies that either:
- ☐ Vendor is not required to register as a business entity with the State Board of Elections.

Or

☐ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the official certificate of registration as issued by the State Board of Elections is attached.

30. Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.

31. **Disclosure of Business in Iran:** You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation.

Within the 24 months before submission of the renewal offer the vendor, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or 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

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

OR

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each 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.

☐ NO, the above information does NOT apply to our firm.

☐ YES, the above information DOES apply to our firm. We understand that the participating University is required to notify the State Comptroller of this disclosure.

32. **Illinois Department of Human Rights (DHR) Public Contracts Number:** If Vendor has employed fifteen (15) or more full-time employees at any time during the term of this contract, then Vendor must have a current Public Contract Number or have proof of having submitted a completed application. If IPHEC cannot confirm compliance, it will not be able to consider the renewal offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

Date of Expiration: _____

____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the renewal period.

33. The Vendor acknowledges that this Contract may be voided if any of the certifications made herein by the Vendor are false.

34. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.

35. This applies only if procuring university receives Medicare or Medicaid funding. Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Contractor becomes excluded during life of this Contract.
36. The Contractor (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.
37. 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	

Taxpayer Identification Number (TIN): _____

38. Vendor agrees that this Contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Printed name: _____

Date: _____ (rev 5-15-12)

REQUIRED FORM
CERTIFICATION OF DHR ELIGIBILITY FORM*

***NORTHERN ILLINOIS UNIVERSITY IS REQUIRED** to deal **ONLY** with those firms registered with the Illinois Department of Human Rights (except those vendors who are exempt from this requirement). This sheet **MUST** be completed and returned **WITH EACH BID, PROPOSAL or QUOTE** for it to be considered. 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 - PC-1 before bid opening. You may obtain an Employer Report Form - PC-1 through IDHR at http://www.state.il.us/dhr/Programs/DHR_PBCT.htm, http://www.state.il.us/dhr/forms/PC1_FormFirstTime.pdf ; http://www.state.il.us/dhr/forms/PC1_FormRenewal.pdf. To inquire regarding an existing IDHR number or an expiration date, email IDHR at: IDHR.PublicContracts@illinois.gov . Effective January 1, 2010, all those filing for or renewing an IDHR number will be charged a \$75.00 registration fee. Such registration will be valid for five years from the date of issuance. The fee is payable to the IDHR in the form of a certified check, cashier's check, or money order and must be mailed to the IDHR address listed below.

**IL DEPARTMENT OF HUMAN RIGHTS
PUBLIC CONTRACT SECTION
100 W. RANDOLPH
CHICAGO, IL 60601
PH: 312/814-2431
www.state.il.us/dhr**

RETURN THIS
FORM TO:

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

CERTIFICATION OF DHR ELIGIBILITY

State of _____)
)
County of _____) SS

The undersigned, being first duly sworn, upon his oath deposes and says:

That _____ is eligible for competitively bid public
(Name of Bidding Enterprise)
contracts in Illinois and has been issued bid (DHR) number _____ by the
ILLINOIS DEPARTMENT OF HUMAN RIGHTS.

OR

That _____ has filed with the ILLINOIS DEPARTMENT OF HUMAN
(Name of Bidding Enterprise)
**RIGHTS a properly completed and sworn Employer Report Form (FORM PC-1) which is
currently valid and pending.**

OR

That _____ does not now, and has not during the past 365 days,
(Name of Bidding Enterprise)
employed 15 or more people and is, therefore, not required to obtain a DHR number.

I certify that I have provided all the foregoing information correctly and truthfully to the best of my knowledge and belief.

(Company Official's Signature)

(Company Official's Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

(SEAL)

Revised: 4/11

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)

Attach Board of Elections Registration
Certificate to this page.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No.

SAMPLE

Information for this business last updated on:

Friday, [REDACTED]

Certificate produced on [REDACTED]

SAMPLE



DISCLOSURES AND CONFLICTS OF INTEREST

This form will be posted on the IPHE Procurement Bulletin for the Procurement Policy Board in the event that vendor is awarded said contract.

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

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

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

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

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

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

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

Proceed to Section 2.

OR

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

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

OR

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

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

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20? ☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____.

For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

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

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) _____

Name: _____

Address: _____

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

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

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

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

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

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

- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

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

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

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

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

Check One: ☐ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

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

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

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

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each 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.

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

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

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

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

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

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

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

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

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: _____

(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Oct. 2010

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S 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 the "Name" line 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									
				-				-	

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 a percentage 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.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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 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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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. Grantor also must provide a Form W-9 to trustee of trust.

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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 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.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

SUBCONTRACTOR IDENTIFICATION FORM (IF APPLICABLE)

Vendor will or may use subcontractors ☐ yes ☐ No

(If yes, complete page two of this form only for those first-tier subcontracts with any per project total value of more than \$50,000.)

1. Vendor shall identify in this section the names and addresses of all **first-tier subcontractors with subcontracts with any project value of more than \$50,000** to be utilized by Vendor in the performance of the Contract, together with the anticipated amount of money each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, "subcontractors" are those specifically hired to provide to the Vendor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sublessees from a lessee of a State agency.
2. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. It is preferred that the subcontract be provided in PDF format and be sent to:

Buyer:	Kent Clapsaddle
Address:	Procurement Services, Lowden Hall 107, DeKalb IL 60115
Phone:	815-753-6107
Email:	clapsaddle@niu.edu

3. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer (care of the person identified in 2. above) of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.
5. **APPLIES ONLY TO AWARDED CONTRACTORS AND THEIR SUBCONTRACTORS:** Qualifying subcontracts must include the **Standard Qualifications, Certifications, & Disclosures Attachment form**, completed by the subcontractor. Contractors should copy this form from the contract document issued by the university and insure it is included and provided as part of all subcontracts. This form must be distributed to qualifying subcontractors by the winning contractor.
6. List all subcontractor information including name, address, phone, email, and anticipated amount to be paid on the following page.

Subcontractors

[illegible]

Submitted by vendor: _____

(Make copies of this page if additional space is needed for reporting)

CONFIDENTIAL INFORMATION FORM

The University treats bids and proposals (RFP's) as confidential until the award is issued. At that time they then become public bid-file documents and also subject to disclosure under the Freedom of Information Act (FOIA). If a vendor wishes to supply any information which it believes to be confidential and is exempt from disclosure under the Act, the vendor must clearly identify such information in their bid or RFP response, and must noticeably and clearly/identifiably mark that information as "**Confidential**" wherever and whenever it occurs in their bid or RFP submission. 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 or proposal.

VENDORS: Please answer the following question:

Is there proprietary/confidential information in your bid/proposal response?

Yes ____ No ____

Vendors, if your answer to the above question is "**Yes,**" then please make sure those specific points of information and/or sections of your bid or RFP response are specifically and clearly marked as "**Confidential**" where applicable throughout your bid or proposal.

(VENDORS: PLEASE MAKE SURE TO FILL IN YOUR COMPANY NAME, DATE, AND THE BID/RFP NUMBER BELOW ON THIS PAGE. VENDORS MUST FILL IN THIS INFORMATION.)

VENDOR COMPANY NAME: _____

DATE: _____

NIU BID / RFP #: _____

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 #KMC135138

Opening Date: 10/2/12

Opening Time: 2:00 pm local time

PROCUREMENT SERVICES
LOWDEN HALL ROOM 107
NORTHERN ILLINOIS UNIVERSITY
DEKALB IL 60115-2828