

Multi-Store, POS, e-Commerce Solution

Southern Illinois University Edwardsville

Edwardsville, Illinois

Request for Proposal: #3219

Due: September 14, 2011, 11:00 a.m.

August 25, 2011

**SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE
REQUEST FOR PROPOSAL #3219**

RFP DUE DATE: September 14, 2011

TIME: 11:00 a.m.

**SEND OR DELIVER ONE (1) ORIGINAL PLUS TWO (2) COPIES OF THE
RFP TO:**

Southern Illinois University Edwardsville
Attn: Quintin Long
Purchasing Department, Supporting Services Building
Campus Box 1012
Edwardsville, IL 62026-1012

All questions must be submitted to Quintin Long by email (qlong@siue.edu) no later than 12:00 p.m. CST, September 6, 2011. Questions submitted after this date and time will not receive a response. No questions may be directed to any other SIUE representative. If any contact occurs with any other representative, will be grounds for disqualification.

Sealed proposals will be received in the Purchasing Office, Southern Illinois University Edwardsville, Supporting Services Building, Campus Box 1012, Edwardsville, IL 62026-1012 until the date and time of the opening as specified above, at which time they will be opened publicly and read aloud.

Bidders shall be responsible for the actual delivery of proposals during business hours to the designated location. It will not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time for receipt of proposal.

General Overview

Southern Illinois University Edwardsville (SIUE), requests qualified firms to submit proposals to provide an affordable, flexible, and expandable multi-store retail management, POS, and e-commerce solution to meet the current and emerging needs of the University. The purpose of this Request for Proposal (RFP) is to provide SIUE with the following:

A customizable solution that is specifically designed to efficiently manage and conduct business as individual stores, while integrating back office functions, including: university bookstore, textbook rental service, and e-commerce.

Vendor Participation

All respondents to this RFP must have significant experience with bookstore, textbook rental, and e-commerce software, should provide qualified referrals, and indicate the vendor's capability of providing the solution as well as updates, maintenance, and support. Prior to award, SIUE reserves the right to require on-site demonstration of proposed solution. The demonstration will be conducted by vendor without cost to SIUE.

Responses to this RFP will constitute an integral part of the final contract to be negotiated with successful bidders.

Contract Term/Deployment Schedule

The licensing model of the solution must be a perpetual license, with annual maintenance. Once awarded, SIUE intends to begin deployment of solution on March 1, 2012. Deployment will include but not limited to installation and setup of server, workstations, provided solution, and test data conversions beginning March 1, 2012 and conclude by May 4, 2012. Final data conversion and staff training will begin on May 7, 2012, and conclude by May 11, 2012. The "Go Live" date will be May 14, 2012. This will require vendor to provide solution to SIUE by March 1, 2012.

Contract Termination

This contract may be terminated in accordance with the following provisions and as otherwise expressly provided in this Contract. All notices must be submitted in writing:

- a) Either party may terminate this Agreement immediately at any time upon written notice to the other party if such other party fails to perform any of its material duties or obligations hereunder, and such failure continues for a period of thirty (30) days after written notice is given to such other party requesting it to cure such failure;
- b) Either party may terminate this Agreement immediately at any time upon written notice to the other party if the other party: (1) commences or has commenced against it a proceeding under any bankruptcy, insolvency, debtor's relief law or similar law; (2) has a receiver appointed for it or for any of its property; (3) becomes insolvent or unable to pay its debts as they mature or cease to pay its debts as they mature in the ordinary course of business; or (4) makes a general assignment for the benefit of its creditors.

Pricing/Payment Schedule

Pricing will include software, updates, support, maintenance and necessary hardware. Vendor response must address all sections. Payments will be made on an annual basis and will be within 60 days of receipt of invoice which will not be earlier than 60 days from the beginning of each year of initial 3 year term unless otherwise arranged (i.e. September 1, 2011 for July 1, 2011; September 1, 2012 for July 1, 2012; September 1, 2013 for July 1, 2013).

Insurance Provisions

The vendor(s) will comply with the Insurance and Hold Harmless Requirement. Certificates of Insurance will be provided with the completed contract. The Vendor(s) shall not commence work under this Contract until the insurance required is obtained and evidence of such insurance has been provided to SIUE. No insurance shall be altered, canceled or allowed to lapse without a 30-day written notice to SIUE. All insurance premiums, costs, and expenses are the responsibility of the Vendor(s).

Liability

The Vendor(s) agrees to retain and assume full legal responsibility for the solution and services provided under this Contract and shall indemnify, defend, and hold harmless the Board of Trustees of Southern Illinois University, its employees, officers, and agents from and against any and all claims, losses, or liabilities arising from damage to persons or property or attributable to: 1) the condition, operation, updating, maintenance, lack of maintenance, or installations of solution, 2) any wrongful act or omission of the Vendor, its employees or agents in the performance of this Contract, or 3) any claim that the solution provided hereunder violates or infringes the intellectual property rights of any third party.

Performance Standards

In the event that the vendor fails to satisfactorily fulfill its obligation to SIUE, SIUE will notify the vendor in writing of the specific non-performance, and authorized representatives of both parties will meet to discuss these issues. The vendor will then correct any such non-performance issues identified within 30 days of notification from SIUE. If the vendor fails to do so, and such failure is not caused in whole or in part due to SIUE's willful or negligent act or omission, SIUE may terminate this Agreement without incurring Early Termination Charges.

A written addendum will be issued for any additions, deletions, or changes to the proposal specifications. During the period of the Contract, or any extensions thereof, the Vendor and all of his agents shall be responsible to and accountable to the SIUE Director of Purchasing as agent for the University, or her/his authorized Representative. The Vendor and his agents shall not take directions or orders from any other agent of SIUE.

INSTRUCTIONS TO THE VENDORS:

Submission of Proposals

To facilitate evaluation, submit the Proposal in two (2) parts as described below. The parts may be submitted in the same package provided the parts are clearly separated and identified as outlined in Sections A. and B. below:

A. Technical Proposal

Submit 1 original and 2 copies of your Technical Proposal in a sealed package plainly marked, "Technical Proposal." The attached Sections, A-D, and associated documents, will comprise your Technical Proposal:

B. Pricing Proposal

Submit 1 original and 2 copies of your completed and signed Pricing Proposal with your technical proposal, separated and marked, "Pricing Proposal."

Evaluation Criteria

The following categories will be used to evaluate proposals:

- a) HOW ADEQUATELY THE SYSTEM MEETS EACH LISTED CRITERIA.
- b) FINANCIAL IMPACT TO THE UNIVERSITY INCLUDING ONGOING COSTS.
- c) TECHNICAL ASSISTANCE AND SUPPORT.
- d) VENDOR'S EXPERIENCE, FINANCIAL STABILITY AND REFERENCES.
- e) PRESENTATION.

Signature of Bidder

Date

Company Name

IMPORTANT NOTE FOR VENDORS: Vendors must have a current Illinois Department of Human Rights (IDHR) Bidder Eligibility Number to be eligible for award of public contracts. All IDHR numbers 89999-00-0 or lower expired on August 31, 1999. If you do not currently have a number or your number is 89999-00-0 or lower, you must register or re-register in order to remain eligible.

Please complete all the information requested below:

Company Name:

Address:

Telephone:

Fax:

E-Mail:

Signature:

Printed Name:

Title:

IDHR:

Delivery:

_____ days after receipt of order

ENCLOSURES:

Bidder's Application Form – to be returned with bid.

DHR – Mail to Chicago (address on form)

Vendor Financial Disclosure – to be returned with bid

Contract Certifications and Conflicts – to be returned with bid

Disclosures and Conflicts of Interest – to be returned with bid

Iran Statement – to be returned with bid

Board of Elections Registration – to be returned with bid

General Terms and Conditions – informational

Insurance Checklist – informational

No Bid Reply Form – return if not submitting bid

Minority and Female Business Enterprise Form - informational

Section A – General Information

Section B – Textbook Service

Section C – University Bookstore

Section D – e-Commerce

Section A General Information

SIUE, a state university with an enrollment of 14,000 students, is seeking proposals to provide a multi-store retail management, Point of Sale (POS), and an e-commerce solution. Textbook Service (rental) and University Bookstore (retail) are located in separate physical locations on the Edwardsville campus. Software should be specifically designed for the university environment and effectively automate and integrate textbook rental, bookstore and web operations.

Please mark all that your solution can fulfill.

Requirements

- o Solution must be flexible to allow for adjustments and customization.
- o Solution provider must assist with data conversion.
- o Solution provider must assist with deployment of solution.
- o Provide recommended hardware, database, and operating system specifications
- o SIUE will own, install, and configure all hardware
- o Modern user interface that is 100% compatible with Windows 7
- o Real time integration with Banner student information system, to obtain student and class information. Please attach details to include: How integration is done, what is needed from SIUE, references of other institutions where this has been implemented
- o Easy to use POS with speedy customer throughput
- o Multi-store inventory transfer capability with full audit trail
- o Ability to integrate and import data from third party vendor databases
- o Ability to export data into third party applications
- o Flexible user-driven reporting tools including ability to create custom reports
- o Ability to view textbook orders, sales, returns and enrollment history on one screen
- o Complete integrated financial accounting suite
- o Ability to suspend and retrieve transactions
- o Ability to operate offline and store data until system is available
- o Ability to utilize vendor provided SKUS, ISBN (10 or 13 digit), or custom numbers as item ID
- o Provision of daily and yearly inventory tools and reports
- o Provision of in-depth trend and sales analysis and reports
- o Ability to utilize barcode scanners, credit/debit card swipes (using documented PCI compliant hardware and systems), university ID card swipes
- o Ability to print to thermal printers, in-house printers and copier
- o Ability to cascade windows, have information already in system viewable in other windows, minimizing hand keying information or copying
- o Ability to auto connect with publishers, used book companies, distributors, Amazon and other vendors
- o Ability to receive information on new editions of current texts and to substitute new ISBN in place of old number
- o Ability to auto receive incoming boxes to facilitate receiving, accept PO #'s, provide ordering information, scan invoices and utilize electronic invoices

This proposal consists of 16 pages

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Signature of Bidder/Company Name

- o Ability to easily conduct internal product transfers between University Bookstore and Textbook Service
- o Ability to utilize inventory control and procedures to verify stock
- o Ability to reenter stock, to track lost or missing rental textbooks
- o Availability of handheld wireless devices for inventory checks such as item description, price, on hand, on order and shelf location
- o Ability to bid and sell stock to outside bidders
- o Ability to track, update and generate necessary reports regarding incomplete orders, charge backs and invoices
- o Ability to generate barcodes, auto or self-generated
- o User customizable POS interface
- o Ability to navigate in and between screens
- o Ability to discount, by dollar amount or percentage, textbooks in the POS based on condition of text
- o Ability to create a PO and suspend same order
- o Ability to export all reports, adoption information, etc., into other formats such as Excel or PDF formats
- o Ability to distinguish between floor stock and receiving stock including texts not ready to be sent to the floor
- o Ability to have any price changes auto generate a report and ability to auto upload to price information in system
- o Ability to provide real time inventory tracking

Preferred

- o Solution that will utilize Microsoft SQL Server or Oracle as the primary database
- o Employee authentication using LDAP, Active Directory, or CAS
- o Component based solution capable of adding new technologies
- o Ability to create pending orders either manually or once minimums are reached
- o Ability to link new edition ISBN to old edition ISBN to track sales history
- o Ability to scan invoices into system and create PDF files for later viewing
- o Ability to send orders electronically
- o Graphical display of report information
- o Receipts with bar codes so sales info is easily retrievable
- o Touch screen technology
- o Shelf tags auto generator
- o Ability when receiving stock to note damage, discrepancies, errors and reasons in the system
- o Ability to make notes in the receiving screens
- o Ability to have a remote register/computer/laptop

Use the following space, or attach additional documentation, to explain requirement that cannot be fulfilled.

Section B Textbook Service

Textbook Service is a full service undergraduate rental system that serves the entire undergraduate student enrollment. Textbook Service provides course materials in an efficient manner, utilizing 2 cash registers, 8 rental only stations, 4 pick list stations, and 10 back office workstations. Textbook Service accomplishes processing individual student rentals at a rate of approximately 5 transactions per minute.

We rent the majority of our textbooks, approximately 75,000, in the first two weeks of a semester and return the same amount in the final six days of that semester. Our business process is designed around a self-service model, with the student printing a “pick-list,” with the exact course, section and shelf location of required course materials. The student is responsible for picking up and returning their textbook(s) to a specific shelf location. During the rental process, the system efficiently verifies student course enrollment information, and then verifies each item scanned is required for the course. Receipts are automatically emailed to the student e-mail address on file with the option of printing a paper receipt.

During returns week, email reminders specific to each student’s rental list, are sent prior to the return deadline, outlining all outstanding books that need to be returned for the current semester. E-mails communicate the returns deadline and the amount student will be charged for each book if they do not return them on time. Students return their textbooks in a seamless manner; with each rental book checked against a master rental list, per term, per student. A paper receipt is provided to the student with a list of books returned, a shelf location, and a list of book(s) not returned with an estimated cost to the student.

Our overall goal is to provide the individual student with a quick and efficient method of renting and returning their textbooks with the support necessary to fulfill the obligation and mission of SIUE.

Please mark all that your solution can fulfill.

Requirements

- ☐ Processing student’s rental and return of textbooks must be accomplished at a rate of at least 3 transactions per minute
- ☐ Ability to charge student's account at the current retail price for books not returned at the end of each semester
- ☐ Ability for students to access and print their “pick list” of required textbooks from the web and/or mobile kiosk. “Student Pick List” must include: book location, book title, student’s name, course, and section number, and if book title has already been rented
- ☐ Method to verify number of books needed per semester by checking enrollment in student information system (currently Banner) against Textbook Service inventory
- ☐ Ability to check student’s registration against books being rented for verification
- ☐ Ability to match student ID number with books being returned and to print a receipt showing which books are still out and location where the returned books get re-shelved
- ☐ Ability to process partial student returns and indicate what books are still rented to student
- ☐ Generate a unique email to each student of books not returned
- ☐ Ability to identify whose book is being returned, if not rented to current student
- ☐ Show status of each individual book
- ☐ Ability to override rental and return transactions for management purposes

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Signature of Bidder/Company Name

- o Ability to generate a report of all books in adoption to be electronically submitted to the academic departments, and generate a list of books eligible to change
- o Seamless tracking and information from academic department submitting a book request, ordering, receiving and the book being placed on the shelf
- o Ability to have system auto-generate bid list of obsolete textbooks and electronically submit to used book companies
- o Track and distinguish between various textbook bundles of same text, electronic books, web access codes, etc. have same tracked in system
- o Seamless integration and tracking of textbook adoptions from one semester to another
- o Sales to students, including bundles, partial bundles, dollar book sales
- o Voucher rental, sales and returns to and from academic departments
- o Ability to send automated emails, either generalized or specific
- o Ability to process off-campus rentals, mailing and shipping related
- o Ability to process off-campus purchases seamlessly
- o Ability to automatically update enrollment information, such as student withdrawals from school
- o Ability for the system to depreciate or amortize the inventory
- o Ability to refund purchased price of a textbook
- o

Preferred

- o Ability to re-assign or assign book id #'s to individual textbooks when we need to barcode individual textbooks
- o Ability for academic department to receive and place textbook request electronically
- o Signature pad
- o Ability for faculty to log-in through a faculty portal to research textbooks from various publishers

Use the following space, or attach additional documentation, to explain requirement that cannot be fulfilled.

Section C University Bookstore

SIUE University Bookstore is a 10,000 square foot comprehensive store located in the center of campus in the University Center. The store sells a large selection of SIUE apparel, insignia and non-insignia gifts, Apple computers, software, iPads, iPods, electronic items, technology accessories, school supplies, general books, textbooks both new and used, and electronic access codes. Services such as Apple Certified computer repair, textbook buyback, special orders and fax services are also provided through the Bookstore. Graduate and professional textbooks, along with undergraduate books not suitable for rental including: optional, custom publications, annual editions and books being adopted for only one semester, are purchased through the Bookstore. Graduate students enrolled in undergraduate classes are not allowed to rent textbooks but must purchase said books from the Bookstore. Sales are also conducted through a web store which sells textbooks, computers, SIUE apparel and gifts and gift cards (see separate section of RFP). The Bookstore also requires the capability to sell books and merchandise at events outside of the bookstore's physical location.

The University Bookstore employs 6 full time staff and 25 part-time student staff. There are 8 POS stations in the store plus 1 used for out of store events. There are currently 14 back office workstations of which 4 are Apple iMacs.

Please mark all that your solution can fulfill.

Requirements

- ☐ Integrated e-commerce software (see section D for requirements)
- ☐ Ability to rent textbooks
- ☐ Ability to process purchases and rentals in one transaction
- ☐ Ability to sell e-books through integration with industry e-book programs.
- ☐ Ability to sell industry or store defined bundles
- ☐ Availability of buying tools such as open to buy and automated replenishment
- ☐ Ability to analyze multiple terms at same time for used book want list quantities
- ☐ Automatically cascading want lists
- ☐ Pubnet, Easy Link and other EDI capabilities
- ☐ Availability of mobile POS, wireless and wired
- ☐ Ability for receiver to enter problems/discrepancies at time of receiving
- ☐ Invoice processing done as part of receiving process
- ☐ Integrated bar code tag generation
- ☐ Availability and sale of system generated store gift cards
- ☐ Ability to conduct daily and end of semester textbook buybacks
- ☐ Automated vendor returns
- ☐ Ability to produce automated pick list of books to be returned to vendors
- ☐ Ability to create new items from within the purchase order screen
- ☐ Ability to add item to purchase order from inquiry screen
- ☐ Ability to send automated e-mails to opt-in customers and other CRM solutions
- ☐ Automatic transmission of textbook requisitions from web to textbook module, leaving data in pending status until reviewed and edited by staff

- o Automated import of edited textbook requisitions into textbook database
- o Automatic e-mail confirmation to faculty when requisitions are received
- o Availability of kiosk for customer inquiries and orders
- o Ability to do EDI receiving by batch
- o General book price stickers generated with received date and category on them
- o Ability to notify purchaser when inventory quantities reach specified number for ease in re-ordering

Use the following space, or attach additional documentation, to explain requirement that cannot be fulfilled.

Section D E-Commerce

The E-Commerce portion of the solution must provide integrated web software to be used for faculty adoptions, textbook inquiry, textbook sales, general book sales, e-book sales and general merchandise sales as well as for marketing. Items in the web store must appear with real time inventory and pricing. Software must allow efficient processing of orders from desktop, generating of pick lists, packing slips and invoices. It must send automated e-mails to customers regarding order status. Software must include full reporting sales analysis capabilities.

Please mark all that your solution can fulfill.

Requirements

- ☐ Ability to offer secure integration (PCI compliance) with external payment processor for credit card transactions (currently CashNet)
- ☐ Checkout process automatically debits inventory, processes payment, prints packing list and invoice and sends e-mail to customer regarding order status
- ☐ Web software integrated with POS allowing efficient order processing from desktop, eliminating need to ring orders through on separate cash register
- ☐ Web store reflects real time changes to inventory
- ☐ Attractive look and feel of site, easy to navigate, easy and fast web maintenance with administration tools including built-in image editor for straight-forward and comprehensive adding, sorting and editing, customizable colors, layout, etc.
- ☐ Ability for store personnel to easily make changes to pages without needing to know HTML, including ability to add store announcements, change store hours, promote sales, events, web links, photos, etc.
- ☐ Real-time course info displayed due to integration between website and database containing real-time data from Banner (required by HEOA)
- ☐ Easy for customers to navigate site
- ☐ Ability to offer opt-in signup for e-mail list
- ☐ Ability for online textbooks adoptions go into pending status with buyer review and approval required. Upon approval adoption moves into regular adoption status
- ☐ Ability for administrator to enter weight of items when listed & choose to charge shipping according to weight or as a flat rate
- ☐ Ability for administrator to indicate no tax or no freight for specific items (e.g. gift cards)
- ☐ Ability for customer to utilize coupon code & or gift cards in paying for purchase
- ☐ Ability of administrator to set discounts for individual SKUs or product types
- ☐ Ability to manage phone or mail orders
- ☐

Preferred

- ☐ Ability to integrate web software with kiosk to collect all order data in one place
- ☐ When inventory level reaches 0 an item is automatically deactivated on website or "Sold Out" indication

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Signature of Bidder/Company Name

- o E-Commerce website hosted at SIUE. If vendor hosted options are available, include detailed description that includes pricing options.
- o When sold out, predicted back in stock date displayed with option for customer to backorder
- o Electronic adoption screen show faculty previous adoption info
- o Ability to cross promote non-required with required items (e.g. textbooks with reference books and study aids)
- o Option to pick order with either wireless device or pick list

Use the following space, or attach additional documentation, to explain requirement that cannot be fulfilled.

Signature of Bidder

Date

Company Name

Bidder Application Form**Illinois Public Higher Education (IPHE)**

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

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

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

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

☐ Director of Purchases Chicago State University 9501 King Drive Chicago, IL 60628-1598	☐ Manager of Procurement Services Northern Illinois University B-113 Gilbert Hall DeKalb, IL 60115-2870	☐ Director of Purchases University of Illinois at Chicago Room 312 - M.A.B. (MC-560) 809 South Marshfield Avenue Chicago, IL 60612-7203
☐ Director of Purchases Eastern Illinois University Room 113 Old Main Charleston, IL 61920-3099	☐ Director of Purchasing Southern Illinois University Bldg 108 - Miles Hall Carbondale, IL 62901-6813	☐ Business Manager Purchasing B106 University of Illinois at Springfield Springfield, IL 62794-9243
☐ Purchasing Office Governors State University University Park, IL 60466-0975	☐ Director of Purchasing Southern Illinois University Box 1012 Edwardsville, IL 62026-1012	☐ Director of Purchases University of Illinois at Urbana-Champaign Room 207, 506 S. Wright St. Urbana, IL 61801-3684
☐ Director of Purchases 1220 Illinois State University Normal, IL 61790-1220	☐ Director of Procurement Services SIU Medical School P.O. Box 19605 Springfield, IL 62794-9605	☐ Director of Purchases Room 227 Sherman Hall Western Illinois University Macomb, IL 61455-1390
☐ Assistant Director Northeastern Illinois University 5500 North St. Louis Avenue Chicago, IL 60625-4699		

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

1. Legal name/address to which solicitations are to be mailed:	2. Address to which purchase orders are to be mailed, if different:
3. Address to which payment is to be mailed, if different:	4. Contact person: Phone number: 800 number: FAX number: E-mail:
5. If a division of a corporation, show name and address of parent company: State of incorporation _____	6. Years in business U.S. owned business: ☐ Yes ☐ No

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

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

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

☐ FEIN _____ ☐ SSN _____

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

IDHR Contractor Registration Number _____

IDHR requires all persons wishing to bid on State of Illinois contracts to file an Employers Report Form - Form PC-1 before bid opening. You may obtain a PC-1 form through IDHR at (312) 814-2431, TDD (312) 263-1579, or <http://www.state.il.us/cms/purchase>.

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

☐ Yes ☐ No If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

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

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

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

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

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

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

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

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

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

Manufacturing business – cannot employ more than 250 persons

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

Construction business – annual sales and receipts cannot exceed \$3,000,000

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

- ☐ **(B) Minority, Female, Person with Disability.** See 30 ILCS 575. To participate in this you must qualify under the following criteria and be certified by one of the following:

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

The business must be at least 51% owned and controlled by one or more individuals who are minority, female, or a person with disabilities. A business owned and controlled at least 51% by any combination of minorities, females, and persons with disabilities should be checked as a business owned and controlled by the eligible group that has the largest percentage of ownership. If this block is checked, also check each of the following which are applicable:

- ☐ African American ☐ Female
☐ Hispanic ☐ Native American/Alaskan
☐ Person with disability (must be severe mental or physical disabilities which substantially limit major life activities) ☐ Asian American

- ☐ **(C) Not-for-profit, U.S. tax exempt agency for the disabled.** You must qualify under Section 501 of the Internal Revenue Code. See 30 ILCS 575/2A4.1.
- ☐ **(D) State use – Not-for-profit agency for the severely handicapped.** Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

15. In compliance with the Illinois Procurement Code, state the name of each person or company having a beneficial interest of more than 7½% in the bidding enterprise and each person or company, who, together with spouse or minor children, has a beneficial interest of more than 15% in the bidding enterprise (attach additional sheets if necessary):

Name and Address	Percent Owned	Voting Percentage

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors

16. List equipment, supplies, and/or services you can provide. Include brand and manufacturer names or other information that will help buyers to categorize your capabilities. (Additional items may be submitted on an attached sheet.) If the issuing university has provided a separate listing of equipment, supplies, and/or services, provide requested information and return it with this form. If the services available from your firm include professional and/or artistic services (see Item #17 for listing), and you wish to be pre-qualified so you can receive direct notification of opportunities, complete Items #17-24 of this application.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No If no, please explain:

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

☐ Yes ☐ No If yes, please provide details:

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

☐ Yes ☐ No If yes, please provide details:

24. I understand that:

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

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

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

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

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

Under penalty of perjury, I swear or affirm that:

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

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

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

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

Signature _____

Name (type or print) _____

Date _____

Title _____



State of Illinois
Illinois Department of Human Rights
Legal Division, Public Contracts Unit

Make payment to:
ILLINOIS DEPARTMENT OF HUMAN RIGHTS
MAIL TO: IDHR - FISCAL UNIT
100 W. RANDOLPH - SUITE 10-100
CHICAGO, ILLINOIS 60601
TELEPHONE: 312-814-2432 (TTY: 217-785-5125)
[Contact a Public Contracts Unit Representative](#)
IDHR.PublicContracts@Illinois.gov

IDHR EMPLOYER REPORT FORM (PC-1): RENEWAL OF A CURRENT IDHR NUMBER

Instructions: This form is to be used by an entity RENEWING an IDHR number. IDHR Numbers expire five years after the date of issue, and may be renewed at that time for an additional \$75 fee. The information requested is necessary to accomplish the statutory purpose set forth in [775 ILCS 5/1-101 et seq.](#) Disclosure of this information is REQUIRED. Forms received with employment data omitted will not be processed. The gathering and retention of employee race/ethnicity and gender data is permitted by state and federal law so long as such data are kept separate from other personnel information and are not used for the purpose of committing unlawful discrimination. For administrative details, review [44 Ill. Admin. Code, Section 750.210\(a\)](#).

You must file a renewal if your company wants to maintain eligibility to bid on state contracts and any one of the following applies:

- 1) your company employs 15 or more persons at the time of application for a public contract;
- 2) your company has employed 15 or more persons at any time during the 365 day period prior to the date of your applying for a public contract;
- 3) you are directed to file by a contracting agency of the State of Illinois, any political subdivision, or a municipal corporation.

A form is deemed filed when it is received by the IDHR Chicago office, PROPERLY completed, signed, and accompanied by a certified check, money order, or cashier's check for \$75 payable to the Illinois Department of Human Rights. No personal checks, business checks, or credit card numbers will be accepted. Any form without an approved form of payment will be returned unprocessed. This form must be filed prior to bid opening.

Sexual Harassment Policy: NO company without a sexual harassment policy will be issued an IDHR number. If your organization has no policy, and would like a model for creating one, please visit: http://www.state.il.us/dhr/Programs/dhr_pbsx.htm.

Federal Employer Identification Number (FEIN) must be provided.

If your entity has multiple locations that all have the same FEIN, you are only obligated to pay one fee (\$75) to receive an IDHR number for any locations having the same FEIN and wishing to be eligible to bid on business with the State of Illinois. The following form must be filled out for EACH location applying to do business with the State. [Click here to open additional blank copies of the following form.](#)

For definitions of "Employees", "Race or Ethnic Background" and "Job Category" or to review the Equal Employment Opportunity Clause, Requirements regarding Sexual Harassment Policies, or applicable regulations regarding the Discriminatory Club Act, [Click Here](#).

**State of Illinois**

Illinois Department of Human Rights
Legal Division, Public Contracts Unit
Renewal

Make Payment (\$75 Certified Check, Cashier's Check, or Money Order) to:

ILLINOIS DEPARTMENT OF HUMAN RIGHTS

and mail to:

IDHR - FISCAL UNIT
100 W. RANDOLPH - SUITE 10-100
CHICAGO, ILLINOIS 60601

Name of Applying Company:

FEIN:

Address:

Prev. IDHR Number:

City:

State:

ZIP:

County:

Country:

Contact Name:

Phone:

Email:

☐ Individual or sole proprietor☐ Corporation - not for profit

Other-

☐ Partnership☐ Government entity☐ Corporation - for profit☐ Educational institution

JOB CATEGORIES	WHITE (Not of Hispanic Origin)		BLACK OR AFRICAN- AMERICAN (Not of Hispanic Origin)		HISPANIC OR LATINO		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE		OVERALL TOTALS	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

M = MALE COLUMN L IS SUM OF ROWS B, D, F, H, AND J.**F = FEMALE** COLUMN M IS SUM OF ROWS C, E, G, I, AND K.**Sole proprietorship:** one employee and that same employee is the owner; must fill in the above chart for the one person.**DATE OF ABOVE DATA:****NOTE: ANSWER EACH QUESTION BELOW WITH INFORMATION PERTAINING TO THE WORK FORCE REPORTED ABOVE.**

Describe the goods or services produced at or provided by the employer.

Identify the geographical area from which the company draws its employees. Use city, county, metropolitan statistical area, or distance from location.

What is the maximum number of employees working for the company during a 12-month period?

What is the average number of persons employed by the company on a year-round basis?

How many disabled persons are employed by the company?

Is the employer a federal contractor pursuant to [federal executive order 11246](#)?

Does the company normally hire additional employees to perform contract work?

Is the company minority owned?

Is the company female owned?

Does the company have a current written affirmative-action plan?

Does the company have a current written sexual harassment policy?

Within the past three years, has the company been declared ineligible for any public contract based on a finding of employment discrimination? If yes, attach a separate sheet fully explaining the situation.

Is this form for a location which shares a FEIN with another location that is already registered with IDHR?

Yes

No

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

I certify that the information provided in this report, and in any attachments thereto, is true and accurate to the best of my knowledge and belief. The employer filing this report agrees to conform with the requirements set forth in the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the rules and regulations of the Department of Human Rights. I am authorized to sign this form on behalf of the employer.

SIGNATURE

DATE

TYPED NAME AND TITLE

TELEPHONE

EMAIL

CONTRACT CERTIFICATIONS AND CONFLICTS

TRANSACTION #: _____

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. This applies to chartered bus contracts and is otherwise not applicable. The Contractor certifies that it is in compliance with the Illinois Vehicle Code and that Contractor and all drivers of vehicles that will be provided under this contract are in compliance with the Uniform Commercial Driver's License Act, 625 ILCS 5/6-500.
2. 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.
3. 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).
4. 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).
5. 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).
6. 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.
7. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct to which is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
8. Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
9. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a contractor from entering into a contract with a State agency if the contractor, or any officer, director, partner or other managerial agent of the contractor, has been convicted within the last 5 years 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 or if the contractor is in violation of subsection (e). The contractor further acknowledges that the chief procurement officer shall declare the related contract void if this certification is false.
10. Contractor certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a contractor from entering into a contract with a State Agency if the contractor knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false 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).
11. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a contractor from entering into a contract with a State agency if the contractor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

12. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract with the State agency if the contractor has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. The contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false.
13. 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).
14. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
15. 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).
16. 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).
17. 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).
18. 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).
19. 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).
20. 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).
21. 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).
22. 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).
23. 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).
24. 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).
25. 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).
26. 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.
27. 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/iitaa (30 ILCS 587).
28. 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.

29. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.

30. 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. (Go to the State Board of Elections website (www.elections.il.gov) for more specific information.)

31. 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.

32. **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.

33. **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. (Questions, please call IDHR at phone # 312-814-2432.)

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

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

36. **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.

37. Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of 3 years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency. (30ILCS 500/20-65(b))

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: _____

Contractor Federal Identification Number and Legal Status Disclosure

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

☐ Individual ☐ Not-For-Profit Corporation ☐ Trust or Estate
☐ Sole Proprietorship ☐ Real Estate Agent ☐ Medical and Health Care Service Provider
☐ Partnership ☐ Governmental Entity
☐ Corporation ☐ Tax Exempt Organization (IRC 501(a) only)

Anything in the Agreement to the contrary notwithstanding, if the term of this agreement extends beyond the end of the current fiscal year the Agreement is subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanisms, in any fiscal year for which the General Assembly (or other funding source, if applicable) fails to make adequate appropriation to cover the agency's procurement obligations.

Contractor agrees not to commit unlawful discrimination in Illinois as prohibited by the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.) and agrees to comply with the provisions of the Equal Employment Opportunity Clause published at <http://www.ilga.gov/commission/jcar/admincode/044/04400750ZZ9996aR.html>.

Notwithstanding anything in the Agreement or purchase order to the contrary, University has thirty days in which to approve or disapprove a bill. If the bill is not paid within sixty days of approval, Contractor may request a one percent interest penalty be added for each month or fraction thereof beyond the thirty days payment period (30 ILCS 540).

Business Enterprise Program for Minorities, Females and Persons With Disabilities: In order to promote the development and use of minority-owned businesses or services, Southern Illinois University, as an Illinois public university, is required to participate in the State of Illinois' Business Enterprise Program (BEP) for minorities, females, and persons with disabilities by Public Act 88-597 (30 ILCS 575/0.01, et seq.). This Act requires that each State of Illinois public university annually report its utilization of businesses owned by minorities, females and persons with disabilities. The completion of this section will play an important role in our University's goal to obtain goods and services from qualifying individuals or businesses.

PLEASE SELECT THE APPROPRIATE BOXES:

If an individual: ☐ Female ☐ Male
 If a company: ☐ Female Owned (must own 51% or more) ☐ Not Applicable
 Select appropriate category: ☐ African American ☐ Alaskan American ☐ Asian American ☐ Caucasian
☐ Hispanic ☐ Native American ☐ Decline to Answer
 If disabled, please check: ☐ Person with Disability

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still 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 ☐.

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: _____

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.

Does the following information apply to your firm? You must affix your signature below indicating whether the information does or does not apply to your firm.

Within the 24 months before submission of the bid, offer, or proposal the bidder, offeror, or proposing entity, 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.

Signature

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

Signature

NEW STATE OF ILLINOIS REQUIREMENT FOR ALL BIDDERS

Please Read Carefully Before Responding.

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

If you have not already reviewed Public Act 095-0971, which went into effect on January 1, 2009, we strongly recommend that you do so immediately. The Act is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971>.

The Act was amended by P.A. 095-1038 effective March 11, 2009, and the amendment is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-1038>.

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.

If you do not certify your compliance with the Act and provide a copy of the registration certificate issued to you by the State Board of Elections if you are required to register, your bid or proposal cannot be accepted by the University. You must be registered with the Board of Elections prior to bid opening. THERE IS NO GRACE PERIOD ALLOWING FOR REGISTRATION WITH THE BOARD OF ELECTIONS AFTER BID OPENING.

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

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.

Certify your compliance with the Act by checking the appropriate box. If you fail to check any box, the University cannot accept your bid or proposal.

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).

If you need to register with the State Board of Elections, please visit its website for specific information on the registration process: <https://BEREP.elections.il.gov>.

ATTACH BOARD OF ELECTIONS REGISTRATION CERTIFICATE TO THIS PAGE.

If you are not required to register, check here ☐

SOUTHERN ILLINOIS UNIVERSITY - EDWARDSVILLE

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions will apply **UNLESS OTHERWISE SPECIFIED IN THE BID PROPOSAL.**

1. This transaction is subject to Regulations Governing Procurement and Bidding at State Systems Universities in Illinois adopted pursuant to Illinois Procurement Code.
2. TAXES: The University is exempted by the Illinois Use Tax Act (35 ILCS 105/3-5) from paying any of the taxes imposed by the Act, and sales to the University are exempt by the Illinois Retailer's Occupation Tax Act (35ILCS 120/2-5) from any of the taxes imposed by that Act. The University is exempt from Federal Excise Tax and an exemption certificate will be provided upon request.
3. Bid proposals shall be executed and submitted on the form/s provided by the Director of Purchases of Southern Illinois University at Edwardsville. Only the Proposal Sheet's and attachments or brochures (if any) are to be returned. The sealed bid (proposal) shall be delivered to the Office of the Director of Purchases of Southern Illinois University Edwardsville, Box 1012, Edwardsville, IL 62026. The Purchasing Office is located in the Supporting Services Building on the Edwardsville Campus.
4. Bid proposals may be either delivered by hand, or sent through U.S. Mail to the address shown above. In either event, bidders remain responsible for insuring that bids are actually received at the time, date, place and office required.
5. Bidders may withdraw, change, or modify proposals at any time prior to the time and date of official opening. No oral (only written, telegraphic, or other electronically transmitted hard copy modifications) to the proposal will be considered. All such transmittals shall be confirmed in writing (signed by an authorized representative) and postmarked no later than the date of the bid opening.
6. The Director of Purchases of the University reserves the right to reject any and all bids or any part thereof, to waive informalities, and to accept the bid deemed most favorable to the University.
7. Unit and total price for each line item must be clearly shown. In the event of a discrepancy, the unit price shall govern unless otherwise expressly stated in the bid proposal.

8. Packing, deposits, and other costs, including transportation costs will not be allowed in billing unless specifically stated in your bid proposal.
9. Time is of essence; therefore, accurate delivery schedules may be considered in making an award.
10. No person shall be eligible to be awarded a contract subject to the competitive bidding requirements of the Illinois Procurement Code, unless such person, is prequalified by the Commission or is not subject to a current order of non-compliance and has prior to bid opening, filed with the Illinois Department of Human Rights, 100 West Randolph, Room 10-100, Chicago, IL 60601, a completed and sworn Employer Report Form (Form PC-1).
11. Illinois State Board of Elections
Effective January 1, 2009 - New Vendor Requirements: Public Act 095-0971 requires vendors who wish to bid on State of Illinois contracts to register with the Illinois State Board of Elections. The Act applies to all for-profit vendors, including out-of-state and non-U.S. vendors. Vendors that are not in compliance with the Act cannot be awarded contracts by the state universities. Vendors who registered with the Illinois State Board of Elections by mail or e-mail prior to August 1, 2009 should have re-registered online by September 30, 2009 at <https://BEREP.elections.il.gov>.
12. A Foreign Corporation is responsible for obtaining A CERTIFICATE OF AUTHORITY to transact business in the State of Illinois. A Foreign Corporation is a corporation organized under the laws of the state or country other than Illinois. Contact: Secretary of State, (217) 782-6961.
13. Prompt payment discounts involving periods of less than 30 days will not be considered for bid evaluation purposes. However, applicable discounts will be taken if processed within the stated time limit.
14. Approximately 30 days are likely to elapse between an awardee's submission of a bill and payment thereof.
15. If any one or more specifications is deemed by the bidder to be unnecessarily restrictive in nature, consideration will be given to changing same if the buyer is so advised a minimum of five (5) days before the bid opening. Any verbal notification is to be confirmed immediately in writing to all bidders.

16. Subcontracting of Services

The services provided for herein shall be performed by Vendor, and not person other than Vendor shall be engaged in such services. In the event the Vendor requires the service of other vendors, an amendment to this purchase order stating the name, taxpayer identification number, addresses, and anticipated amounts to be paid to said additional vendors shall be required. This provision shall not apply to secretarial and clerical services needed by vendor to assist in the performance of this order. Vendor shall not hire University's employees to perform any portion of the work or services provided for herein, including clerical, secretarial and similar incidental services, except upon the written approval of the University.

17. Conflict of Interest

Vendor affirms, that to the best of his/her knowledge, there exist no actual or potential conflict between vendor's family, business, or financial interest and his/her services under this order. He/She further affirms that he/she is not an SIUE officer or employee of the spouse thereof.

18. Vendor as Independent Contract

Vendor will not be considered to be an agent or employee of the University for any purpose.

19. Illinois Campus Security Enhancement Act of 2008

The Illinois General Assembly has recently adopted new statutory requirements affecting all institutions of higher education in the State of Illinois relating to campus violence prevention. Specifically, the Illinois Campus Security Enhancement Act of 2008 mandates all institutions of higher education to create a campus violence prevention plan and training program. In response to this statutory mandate, Southern Illinois University Edwardsville ("University") has developed a campus violence prevention plan which sets forth violence prevention strategies, measures, policies and programs for the purpose of preventing violence and enhancing safety on campus. This plan incorporates the statutory requirements which include the plan itself, the formation of a violence prevention committee and training/notification procedures for the campus community.

INSURANCE REQUIREMENTS

Contractor/Consultant shall procure and maintain during the term of this Contract insurance coverage as listed below. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Contractor/Consultant shall maintain such insurance for the duration of the contract. If a policy required under this section is written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede commencement of services by Contractor/Consultant or sub-Contractor/Consultant under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years.

A.	Worker's Compensation and Occupational Diseases	Illinois Statutory Limits
	Employer's Liability	\$500,000 per occurrence
B.	Commercial General Liability	\$1,000,000 per occurrence
	General Aggregate	\$3,000,000
C.	Commercial Auto Liability (including owned, hired and non-owned endorsement)	
	Combined Single Limit	\$1,000,000 per occurrence
	or	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$ 500,000 per occurrence
D.	Professional Liability	\$1,000,000 per occurrence
	General Aggregate	\$3,000,000

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

Sub-Contractors must comply with the same insurance coverage requirements Contractor/Consultant. Sub-Contractor shall submit the required Certificate of Insurance through the Contractor/Consultant.

The Board of Trustees of Southern Illinois University shall be named as additional insured for general liability coverage. The following wording shall appear on any Certificate of Insurance provided: "The Board of Trustees of Southern Illinois University is an additional insured for any liability arising from the activities of the Contractor/Consultant and/or sub-contractors performing work on behalf of the Contractor/Consultant." Contractor/Consultant shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract no less than three business days prior to the event. The receipt of any certificate does not constitute an agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the vendor shall not be deemed a waiver by the University.

CONTRACTUAL SERVICES
NO BID REPLY FORM

BIDDER:

If for any reason you are not submitting a bid on this Request, we ask that you check one or more reasons below and return to us in the return bid envelope. From our study of these reasons, we are hopeful that we can develop future bid packages which will elicit your bid.

NOTE: If you will return the form immediately under separate cover,
we will attempt to address your concern prior to the bid
opening on this Request.

We hereby submit a No Bid because:

- () 1. We are not interested in contracting through the bid process.
- () 2. We are unable to prepare the bid form and conform with your requirements in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the request for bid document. Objections: _____

_____.
- () 4. We do not feel we can be competitive.
- () 5. We do not wish to contract with a State agency.
Objections: _____

_____.
- () 6. We do not provide the services on which bids are requested.
- () 7. Other: _____

_____.

We wish to

() Remain on The list of bidders

() Be deleted from

Firm _____

Signed _____

UNIVERSITY'S GOALS FOR CONTRACTING WITH MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES

In support of the Business Enterprise for Minority, Female and Persons with Disabilities Act (MAFBE; 30 ILCS 575 et seq., as amended) the University has established the goal of 20% of its contracts to be awarded to minority (11%), female (7%), and disabled (2%) businesses. University encourages minority, female and disabled business enterprises to compete for and participate in University contracts. The goals can be met by means of contracts let directly to minority, female and disabled business firms by University, or indirectly by Proposer's ordering goods or services from minority, female and disabled firms when suppliers or subcontractors are needed to fulfill the Contract.

Information about Proposer's MAFBE status must be included in Bidder's Application Form as part of the submission. Proposer, if awarded a Contract, agrees to notify Southern Illinois University Edwardsville of changes of its status as a minority, female or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

Proposer agrees to identify minority, female and disabled business firms providing the Proposer with goods or services in the fulfillment of the Contract requirements, and further agrees to report, upon request by the University, the dollar value of purchases made with these firms. Upon request, University will provide a list of certified minority, female and disabled business firms that may be contacted.

If the Proposer's firm is not owned by a minority, a female, or disabled person and the Proposer intends to use such a firm to provide supplies or subcontracting services, 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.