

ONLY THOSE PROPOSALS RECEIVED IN THE
PROCUREMENT SERVICES,
108 MILES HALL,
2ND FLOOR
CARBONDALE, IL 62901-6813
BY THE SPECIFIED DUE DATE WILL BE
CONSIDERED.

REQUEST FOR PROPOSAL

SOUTHERN ILLINOIS UNIVERSITY



PROCUREMENT SERVICES
MAILCODE 6813
CARBONDALE, ILLINOIS 62901-6813
(618) 453-5751
(618) 453-6714 (FAX)

RFP NUMBER: L1117M
BUYER: Logan, Tina
DATE: 11-JUL-12
BID OPENING DATE: 27-JUL-12 2PM

PAGE: 1

SUPPLIER:

Proposals are requested FOB destination freight pre-paid. If unable to so bid, add here (\$) the additional cost to the University for any non-prepaid shipping.

This transaction subject to Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education.

DELIVERY PROMISE:
SHIP VIA:
TERMS:
FOB POINT:

ITEM NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	Each	Southern Illinois University is seeking proposals from qualified firms for web application development services for the period of September 1, 2012 to June 30, 2014.		

Registration for conducting business with the State of Illinois
(30 ILCS 500/20-43) Sec. 20-43. Bidder or offeror authorized to do business in Illinois. In addition to meeting any other requirement of law or rule, a person (other than an individual acting as a sole proprietor) may qualify as a bidder or offeror under this Code only if the person is a legal entity authorized to do business in Illinois prior to submitting the bid, offer, or proposal. Do not confuse this requirement with the Board of Elections certification.

Failure to be in compliance at the time of bid opening will result in your bid being considered non-responsive.

Proposers are reminded that any firm or individual who wishes to submit a proposal in response to this solicitation must attach a copy of their ONLINE certificate of registration from the State Board of Elections as outlined in the Request for Proposal. By law, a bid

INSTRUCTIONS

- If unable to bid on above, please return as a no bid and indicate whether you are interested in remaining on the bid list.
- Bid proposals shall be executed and submitted on the form/s provided. Only the bids sheet/s or RFP and attachments or brochures (if any) are to be returned. The mailing address for the sealed bids is Southern Illinois University Carbondale, Office of the Director of Procurement Services, 108 Miles Hall, Carbondale, IL 62901-6813. For personal deliveries, the Procurement Services Office is located on the Carbondale Campus in 108 Miles Hall, 2nd floor.
- All shipments must be insured to the full value.

The Director of Procurement Services shall have the right to reject any and all proposals or any part thereof, to waive any technicalities or informalities in the bidding and to award in such a manner as is deemed best to serve in the interests of the University.

The contract certification form is recognized as a formal part of this Request for Proposal and should be signed and returned with the bid documents.

FIRM OR COMPANY

FEDERAL EMPLOYER ID NO.

DEPT. OF HUMAN RIGHTS ID NO.

AUTHORIZED SIGNATURE

PHONE NO.

TYPED NAME

DATE

SIU is not subject to federal excise tax or Illinois Retailer's Occupational tax. Exemption certificates will be furnished upon request.

SIU IS A TAX EXEMPT INSTITUTION, IL TAX #E9990-8433-06.

ONLY THOSE PROPOSALS RECEIVED IN THE
PROCUREMENT SERVICES,
108 MILES HALL,
2ND FLOOR
CARBONDALE, IL 62901-6813
BY THE SPECIFIED DUE DATE WILL BE
CONSIDERED.

REQUEST FOR PROPOSAL SOUTHERN ILLINOIS UNIVERSITY



PROCUREMENT SERVICES
MAILCODE 6813
CARBONDALE, ILLINOIS 62901-6813
(618) 453-5751
(618) 453-6714 (FAX)

RFP NUMBER: 1117
BUYER: Logan, Tina
DATE: 11-JUL-12
BID OPENING DATE: 27-JUL-12 2PM

PAGE: 2

cannot be accepted by the University if this is not included.

Effective January 1, communications regarding the specifications of this solicitation, which are not given in a public forum, are subject to public reporting. Questions regarding where the bid is to be mailed, the date and time of the opening or how to obtain a copy of the solicitation or any other procedural question will not need to be reported. The disclosure of the inquiries that need to be reported will include the name, address, phone number and email address of the person and firm making the inquiry. The reporting of this information will be published on the Procurement Policy Board website: <http://www2.illinois.gov/ppb/Pages/default.aspx>

INSTRUCTIONS

1. If unable to bid on above, please return as a no bid and indicate whether you are interested in remaining on the bid list.
2. Bid proposals shall be executed and submitted on the form/s provided. Only the bids sheet/s or RFP and attachments or brochures (if any) are to be returned. The mailing address for the sealed bids is Southern Illinois University Carbondale, Office of the Director of Procurement Services, 108 Miles Hall, Carbondale, IL 62901-6813. For personal deliveries, the Procurement Services Office is located on the Carbondale Campus in 108 Miles Hall, 2nd floor.
3. All shipments must be insured to the full value.

SIU is not subject to federal excise tax or Illinois Retailer's Occupational tax. Exemption certificates will be furnished upon request.

SIU IS A TAX EXEMPT INSTITUTION, IL TAX #E9990-8433-06.

The Director of Procurement Services shall have the right to reject any and all proposals or any part thereof, to waive any technicalities or informalities in the bidding and to award in such a manner as is deemed best to serve in the interests of the University.

The contract certification form is recognized as a formal part of this Request for Proposal and should be signed and returned with the bid documents.

FIRM OR COMPANY

FEDERAL EMPLOYER ID NO.

DEPT. OF HUMAN RIGHTS ID NO.

AUTHORIZED SIGNATURE

PHONE NO.

TYPED NAME

DATE

REQUEST FOR PROPOSAL #L1117M

DESCRIPTION

Southern Illinois University (SIU) is seeking proposals from qualified firms for web application development services. This activity will begin September 1, 2012 and will end June 30, 2014.

BACKGROUND

SIU has entered into an agreement with an external sponsor to develop the sponsor's main website including all related code, databases, third-party web applications, content, translation, animations, artwork and graphics, and videos.

A new website has been developed using the Microsoft Solution Framework following these phases: envisioning, planning, developing, stabilizing, and deploying. The selected firm will assist SIU in website training enhancements and maintenance during the final two years of a four-year contract.

USE OF WORK PRODUCT

Use of work products produced under this agreement, whether preliminary or final, will be the property of SIU. No confidential data collected, maintained, or used in the course of performance of the agreement shall be disseminated except as authorized with the written consent of SIU, either during the period of the agreement or thereafter.

OBJECTIVE/GOAL

SIU is seeking a proposal to provide web-development services to assist in fulfilling the scope of work for a website application development project. Our goal is to partner with a third-party vendor with substantial experience in web application development services using the OneNet content management system and state and federal web accessibility guidelines. Proposals for the work will be completed between September 1, 2012 and June 30, 2014.

SCOPE

SIU Center for Workforce Development maintains an office located on the LincolnLand Community College campus in Springfield, IL. SIU staff working on this project are located in Springfield, IL. As such, a vendor proposing to assist on this activity will be expected to work at the SIU Springfield facility under supervision of SIU staff in Springfield, IL, Monday through Friday each week for the duration of the project. SIU will provide workspace, computers setup for development, and the complete development environment at the Springfield facility.

Services to be performed by the contractor to be selected through this RFP closely associate with the phases of this project stated below.

SIU has concluded the envisioning phase and provided all final documentation accepted by the project sponsor including information design/website business requirements.

SIU concluded the planning phase and provided all final documentation accepted by the project sponsor including: web page graphical designs, site map, non-technical design documents, testing and production requirement documents, customer relationship management design documents, test lab set up, master project plan schedule, life cycle management plan, change control methodology, and compiled focus group results.

In the development phase, SIU completed: website architecture and design specifications, developing source code and databases, completed website content management system, selected third-party web applications, pilot plan, capacity plan, and roll-out plan. The agency selected to use the OneNet content management system available via Codeplex.com and the system is hosted by State of Illinois Central Management Services (CMS). OneNet requires:

- IIS 6+ and .NET 2.0 Framework
- Microsoft Windows 8
- Microsoft SQL Server 2005.

In the stabilization and deployment phase, SIU was responsible for testing and production setup, training, post-rollout base-lining of user profiles and usage scenarios and project review. The website was fully deployed on July 28, 2011.

The first year of maintenance (Program Year 2011) began July 1, 2011 and ends June 30, 2012. SIUC completed many enhancements to the web application including:

- Enhancing content management for ease of use and decreased necessity of code compiles
- restructuring content and creating icons to simplify user interface
- implementing Microsoft online translation widget, providing training, and overseeing initial translation of web pages
- producing Spanish videos
- integrating the agencies labor market website
- setting up interfaces with external agency sites
- improving security
- updating online contact forms
- deploying Google custom search
- changing display of publications to include translation of documents in multiple languages with default publications views
- creating online ad/promo options for web pages
- adding additional content placeholder to home page
- changing news to allow for selection of news items highlighted on home page
- including AddThis share links
- providing social media management tools, graphics and training
- upgrading bulk email subscriptions to Exchange 2010

- setting up the user guide for IT staff and content managers within the content management system
- removing left menus and replacing with horizontal menus
- reviewing options for setting up contact form tracking
- providing CMS paperwork and code files required to deploy updates to testing and production environments

The website application development work to be provided by the selected vendor for Year 2 maintenance (begins September 1, 2012 and ends June 30, 2014) is to be determined by the agency but is expected to include using:

- IIS 6+ and .NET 2.0 Framework
- Microsoft Windows 8
- Microsoft SQL Server 2005.

All of the work required to perform activities associated with website development must take place in the SIU Center for Workforce Development in Springfield, IL utilizing the SIU development environment. The selected vendor will handle code development and provide the code files for CMS data center testing and production environments. Web application enhancements may include:

- Completing contact form tracking interface. Potentially, this could be integration with Microsoft Dynamics Customer Relationship System 2011.
- Updating to a .Net 4.0 framework and Windows SQL Server 2008
- Upgrading to SharePoint 2010
- Creating a default mobile view of the website
- Including a user profile and implementing single sign on to multiple systems
- Implementing enhancements that improve access to career and job search services

The contractor must provide a plan to show the allocation of technical resources to carry out the full range of potential activities necessary to complete the project. This plan should also describe the programs, assumptions, commitments, and expectations of the contractor in providing the services required by SIU. The plan should indicate a clear understanding by the contractor to provide on-site project staff with extensive experience including: information and database architecture, web application accessibility, web applications programming to carry out the work to assist in providing project management and web development services. Because of the importance of this activity, special consideration will be given to applicants with demonstrated knowledge of state ITAA accessibility standards as they apply to website design and deployment.

The contractor will allocate personnel with the technical skills identified in this RFP for the period starting September 1, 2012 and ending June 30, 2014. The scope of work for this project is negotiated annually by SIU and the sponsoring agency.

QUALIFICATIONS

The contractor must provide the following information:

- The name, address, telephone/fax number, and primary contact number of the company.
- Resumes and/or background information and experience of staff who will be assigned to provide the services outlined in this RFP at the SIUC Springfield office including but not limited to: technical training and education; general experience; specific experience with services being requested; and qualifications and abilities to perform the services being requested.
- Description of the programs, assumptions, commitments, and expectations of the contractor in providing the services required by SIU.
- Three examples of similar projects including descriptions of the contractor's work on each project and website URL.
- Statement of commitment to keep staff assigned to the project per the Project Plan through the duration of the project and indicating understanding that the staff will work out of the SIU Springfield office under the direct supervision of SIU staff.
- Statement of experience with developing, testing, and deploying similar web applications.
- Three (3) references of current clients, including company name, address, telephone/fax numbers, primary contact and type of services the contractor is performing for these clients
- Please note that the contractor should certify that it is empowered to use the names of the references it provides and agrees that SIU may contact these references.
- The company's most recent annual report and its financial statements for the past three fiscal years, including balance sheets and statements of revenue and expenses or other documentation that demonstrates financial solvency.
- Company background including years in business, volume of clients, number of employees, areas of expertise, and list of relevant services the company provides
- Other information the contractor deems pertinent to demonstrating its qualifications to perform the services requested.

SUB-CONTRACTORS

☐ Yes

☒ No

☐ No Preference

If Contractor intends to use Subcontractors to perform any portion of the work required, you must include a description of which portion(s) of the work will be Subcontracted out, the names and address of potential Subcontractors and the expected amount of money each will receive under the Contract.

Contractor may not use the services of other Contractors/Subcontractors not named in the Contractor's proposal without prior written permission of the University. If at any time during the term of the resulting contract, a contractor adds or changes any

subcontractor, he or she shall promptly notify, in writing, the University Contract Representative of the names and addresses and the expected amount of money each new or replaced subcontractor will receive.

NOTIFICATION

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons and addresses listed below.

Notices shall be sent to:

On behalf of the University:

Tina Logan
Purchasing Officer IV
108 Miles Hall MC 6813, 1255 Douglas Drive
Carbondale, IL 62901

On behalf of the Contractor:

UNIVERSITY CONTRACT REPRESENTATIVE

Tina Logan
tlogan@siu.edu
Purchasing Officer IV
Procurement Services
Southern Illinois University
108 Miles Hall MC 6813, 1255 Douglas Drive
Carbondale, IL 62901

REPORTS AND OTHER DELIVERABLES

John S. Washburn
jwash@siu.edu
Visiting Professor
Workforce Education and Development
Southern Illinois University
425 Clocktower Drive
Pulliam 201(A)
Carbondale, IL 62901

DURATION OF CONTRACT

September 1, 2012 – June 30, 2014.

METHOD AND RATE OF PAYMENT

Invoices should be sent monthly to:

Kim Kipping
kipplingk@siu.edu
Center for Workforce Development
Southern Illinois University
One Enterprise Place, Suite 107
1840 Innovation Drive
Carbondale, IL 62903

TRAVEL CHARGES

☐ Yes

☒ No

☐ No Preference

TERMINATION FOR NON-APPROPRIATION
--

This contract is subject to termination and cancellation without any penalty accelerated payment or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation the Contractor shall be paid for services performed under this Contract up to the effective date of termination.

POST PERFORMANCE REVIEW

☐ Yes

☒ No

☐ No Preference

EVALUATION

Mandatory Features

The items below are regarded as services that the University considers mandatory features. Failure to provide information that proves your firm is capable of performing in accordance with these items will result in your proposal being considered non-responsive.

All proposals will be evaluated by an evaluation team. The following evaluation factors which are listed in relative order of importance shall be used in determining the best qualified offers:

1. Pricing and fees
2. Web application experience using the technologies indicated with the RFP.
3. Statement of commitment to provide staff for duration of project.
4. Performance onsite in the SIU Center for Workforce Development in Springfield.
5. Experience
 - a. In the development of enterprise web applications systems
 - b. Favorable references from accounts similar to this RFP
 - c. Current types of clients being served
 - d. Demonstrated knowledge and experience in meeting state IITAA; <http://www.dhs.state.il.us/IITAA/IITAAStandards.html>, and federal accessibility standards in development of web applications
6. Completeness of RFP
 - a. Compliance with bid specifications (completeness and quality of response) and ability to provide the services
7. How the firm plans to meet the University's goals for contracting with minorities, females, and persons with disabilities as set forth in the General Terms and Conditions.

PRICING PROPOSAL

As described in this RFP, contractors are asked to provide a specific compliment of resources for the project. Pricing information should identify the hourly costs of all consultants and percent of time assigned to the project and total costs to meet the Scope of Work in this RFP.

This University agrees to pay the winning contractor for services rendered for the initial contract period under this agreement in accordance with the amount bid. The contractor shall submit an itemized account analysis on a monthly basis. The monthly account analysis for services will be required to reflect:

- Date of services
- Services rendered by project phase
- Staff costs per item

Total Cost: \$ _____

By signing this Proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions, and specifications shown in this RFP and signifies that this is an accurate firm price for providing the requested services, and agrees to hold the prices firm as required in the RFP. The Proposer signifies travel costs, if allowed in this RFP, are an accurate estimate. The person signing below represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below.

Signature

Date

Printed Name

Company Name

Title

State Board of Elections Certification Required by Public Act 95-971

INSTRUCTIONS:

Any firm or individual who wishes to submit a bid or proposal in response to this solicitation must make the certification below. If you do not make the certification below (and attach a copy of the certificate of registration from the State Board of Elections, if required), your bid or proposal cannot, by law, be accepted by the University.

Note:

If you do \$50,000 worth of business annually with the State of Illinois, including the state universities, you are required to register with the State Board of Elections and obtain from them a certificate confirming your registration. Responses to Invitations to Bid, Requests for Proposals, Requests for Information, and all other types of procurement solicitations are included in the calculation of this \$50,000 annual amount, whether you receive a resulting award or not. If you do less than \$50,000 worth of business annually, you may be exempt from the registration requirement.

Please refer to Public Act 95-971, which is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971&GA=095>, and the State Board of Elections website (www.elections.il.gov) for more specific information on whether you are required to register or not. Information on how to submit copies of the registration certificate to the Chief Procurement Officer for Higher Education is available at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>).

CERTIFICATION:

You must check the box that applies to you:

NOTE: The estimated value of this solicitation exceeds \$50,000 and therefore respondents are required to be registered with the State Board of Elections.

The bidder/proposer certifies that:

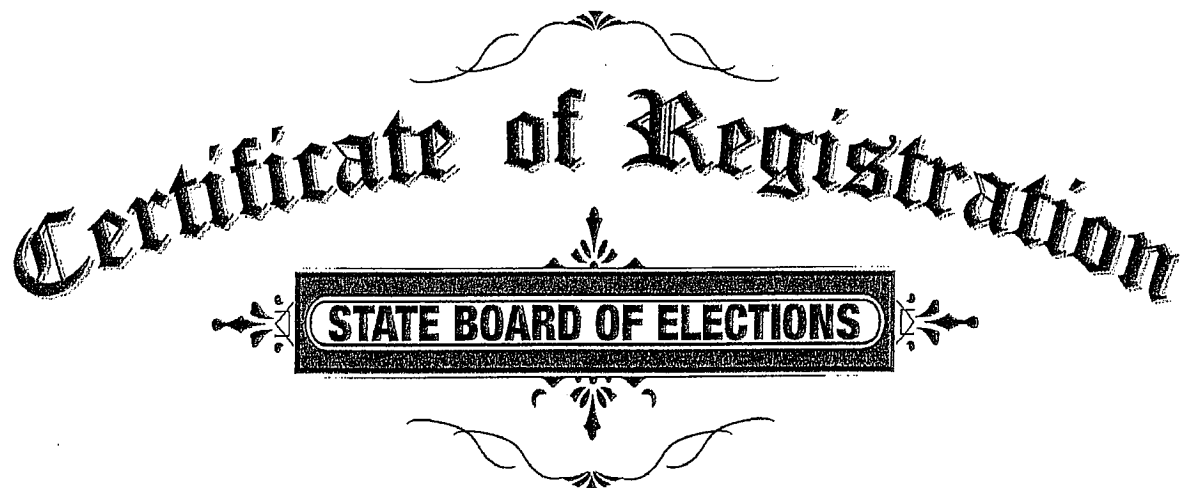
1. ☐ it has contacted the State Board of Elections, which informed them that it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;

or
2. ☐ (a) it has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;
(b) it has provided a copy of its Certificate of Registration with its response to this solicitation;
(c) it has submitted a copy of its Certificate of Registration to the Chief Procurement Officer for Higher Education; and
(d) it acknowledges a continuing duty to update its registration.

The bidder/proposer also acknowledges that any contracts entered into with bidder/proposer are voidable by the University if bidder/proposer fails to comply with the requirements of Section 20-160 of the Procurement Code.

**** Reminder ****

Unless you are currently exempt from registering under Box #1 above, you are required to provide a copy of your certificate of registration with your bid or proposal.



Registration No.

SAMPLE

Information for this business last updated on:
Friday, July 31, 2009

Certificate produced on Friday, July 31, 2009 at 2:10 PM



INSTRUCTIONS TO RESPONDENTS

RESPONDENT'S RESPONSIBILITY TO READ RFP

The Respondent must thoroughly examine and will be held to have thoroughly examined and read the entire Proposal document. Failure of the Respondent to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of the contract.

SUBMISSION OF PROPOSALS

The signed, completed Technical Proposal and Pricing Proposal are due at Southern Illinois University Carbondale's Procurement Services office no later than 2:00PM CDST on July 27, 2012. The **Technical Proposal and Pricing Proposal** should be furnished in one (1) original and six (6) copies. **The Technical and Pricing Proposals should be packaged in separate sealed packages using the labels herein provided, but may be shipped within the same box.**

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section number and/or section heading.

The Respondent's official signature, date, and title, should appear at the end of the proposal, as well as the lower right corner of the first page. Proposals signed for a partnership should be signed in the firm's name by at least one partner, or in the name of the Attorney-In-Fact. If signed by Attorney-In-Fact, attach to the proposal a Power of Attorney evidencing authority to sign proposals, and executed by all partners in firm.

Proposals may be either delivered by hand or sent through U.S. Mail or other courier services available. In either event, Respondents remain responsible for insuring that proposals are actually received at the time, date, place, and office required. The University assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the University Postal Delivery System, or some other act or circumstance. No proposals after the time specified in the proposal information will be considered. All proposals received after the specified time will be returned unopened.

If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated and not to the University's mail service or Central Receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

BIDDER'S APPLICATION

If the University does not have a current Bidder's Application Form on file with the issuing campus, this proposal includes instructions for on-line vendor registration.

REQUIRED INFORMATION

The Financial Disclosure, Contract Certification, and W-9 are considered integral parts of a complete response and must be returned complete and signed for the proposal to be considered. Insurance requirements must be met by Respondent. **Failure to complete and return these forms with your offer will result in your offer being considered as "Non-Responsive" to this solicitation.**

PROPOSED MATERIALS

The material submitted in response to the Request for Proposal becomes the property of the University upon delivery to the Purchasing Department and is to be appended to any formal document which would further define or expand the Contractual relationship between the University and the Respondent. All of the material will be considered as part of the Request for Proposal.

ERRORS AND OMISSIONS

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

RFP INTERPRETATION

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

ADDENDUM

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

PROPOSAL MODIFICATION

Proposals submitted prior to the proposal opening date may be modified or withdrawn only by written notice to the University. Such notice must be received by the Purchasing Department prior to the time designated for opening of the proposal. Respondent may change or withdraw the proposal at any time prior to proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal, and are received prior to the scheduled proposal opening time will be accepted. The proposal, when opened, will then be corrected in accordance with such written requests, provided the written request is contained in a sealed envelope which is plainly marked "Modification of Proposal". No modifications of the Proposal will be accepted any time after the proposal opening date and time.

CONFIDENTIALITY

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss his proposal, or any part thereof, with any employee or agent of the University. The Respondent is hereby warned that any part of his Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes. Except as provided herein for proprietary information or trade secrets, all respondent proposals shall be open and available for public inspection during regular business hours after an award of contract.

PERIOD OF FIRM PROPOSAL

Prices must be kept firm for at least 90 days after the last time specified for submission of proposals. If no period is indicated by the Respondent in the proposal, the price will be firm for 90 days and continued thereafter until written notice to the contrary is received from the Respondent, unless otherwise specified in this proposal. Firm proposals for periods of less than 90 days may be considered non-responsive.

RESPONDENT PRESENTATIONS

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

ACCEPTANCE OF PROPOSAL

The University reserves the right to reject any or all proposals or any part thereof, to waive informalities, and to accept the proposal deemed most favorable to the University.

RESPONDENT'S RESPONSIBILITY

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

The Respondent, or its authorized representative, shall not make any announcements or news releases pertaining to this solicitation of proposals, this project, and the selection of proposal or the award of any contract without the prior written approval of the University.

GENERAL TERMS AND CONDITIONS

If the successful Respondents should neglect to execute the work or any part of parts thereof diligently and properly or fail to perform any provision of the Contract, the University, after ten days written notice to the successful Respondent, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the successful Respondents.

RIGHT TO TERMINATE CONTRACT

In accordance with the Higher Education Procurement Rules, the University reserves the right to cancel all or part of this solicitation or waive any minor variances and irregularities. In addition, the issuance of this solicitation does not imply any commitment to purchase any products or services from any Respondent.

The University may terminate the resulting contract upon thirty (30) days prior written notice to the contractor. In the event of terminations, for lack of appropriation, the Contractor shall be paid for services satisfactorily performed under the Contract up to the effective date of termination.

The resulting Contract will be subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly, the Board of Trustees of Southern Illinois University or Federal funding sources fails to make an adequate appropriation to make payments under the terms of the Contract. In the event of termination for lack of appropriation the Contractor shall be paid for services performed under this Contract up to the effective date of termination.

INDEPENDENT CONTRACTOR

The Contractor will independently perform all services specified in this response, except as provided herein. The Contractor shall have sole control over the manner and means of providing the work and services performed under the Contract. The University's relationship to the Contractor under the Contract shall be that of Independent Contractor. The Contractor will not be considered an agent or employee of the University for any purpose. Contractor will 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 with the prior written approval of the University.

ADMINISTRATION OF CONTRACT

The University Contract Representative shall be the University's authorized representative in all matters pertaining to the administration of the terms and of the resulting Contract. All matters of interpretation, approval, or scheduling shall be directed to the University Contract Representative who in cooperation with the Campus Legal Counsel and the Director of Purchasing shall arrive at a decision. When the Contract is awarded, the University may designate another party to serve as the University Technical Representative. No individual, officer, agent or staff member of Southern Illinois University shall incur individual or personal liability by virtue of this procurement process or the execution of performance of the contract.

AMENDMENTS

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

The University reserves the right to change the schedule of this acquisition and to issue written or posted amendments, as deemed necessary or advisable, at any time. Further, the University reserves the right to recall and/or reissue this solicitation. If you have received this RFP from any source other than the Illinois Public Higher Education Procurement Bulletin www.procure.stateuniv.state.il.us/ you may not have complete information and may not automatically receive any changes or amendments, if issued. The University will not be responsible for such faults.

ASSIGNMENTS

The resulting Contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantial part to the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

NON-LIABILITY

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

COMPLIANCE WITH LAWS

The successful Respondent agrees to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. The successful respondent shall obtain (at its own expense) from third parties, including state and local government, all licenses and permissions necessary for the performance of the work.

GOVERNING LAWS

Any resulting Contract will be governed and construed in accordance with the laws of the State of Illinois.

RIGHT TO AUDIT

The University shall have the right to audit any financial records of the successful respondent in order to assure performance of the Contract.

COVENANT AGAINST CONTINGENT FEES

The Respondent warrants that no person or selling agency has been employed or retained to solicit or secure the resulting Contract or understanding for a commission, percentage, brokerage, or contingency fee, except bona-fide employees bona-fide established commercial or selling agencies maintained by the warranty, the University shall have the right to annul the resulting Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

INCREASED COSTS

For the Contract period, it is understood and agreed that should there be any increase in wage rates or in costs of materials or equipment, or in any other of the successful

Respondent's costs, or should the successful Respondent be compelled to pay premium wages for overtime work during the term of this Contract or prior to completion of the successful Respondent's work there under, the successful Respondent shall absorb all such increased costs within and without addition to the Contract sum.

AWARD OF CONTRACT

The University will award the Contract to the Respondent who has, in the opinion of the University, best demonstrated competence and qualification for providing the type of services required at fair and responsible prices and whose proposal is deemed to be in the best interest of the University.

BEST AND FINAL OFFER

The University reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach is necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If the University chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

RESPONDENT INFORMATION/QUALIFICATIONS

The Respondents must submit the following information for their firm and any subcontractors that the Respondent plans to utilize. All information submitted must clearly reference the Proposal page number or any other identifying reference indicated in the proposal. All information submitted must be noted in the sequence of the appearance of the item in this proposal.

- A statement of the Respondent's proposed approach to meeting the proposal specifications.
- The name and address, telephone and fax number and primary contact person of the company.
- A list of names of all individuals who will be performing the services specified and resumes detailing their credentials and the years of experience providing similar of like services as specified in the proposal.
- If subcontracting, provide names and addresses of all subcontractors and the expected amount of money each will receive under the Contract.
- List two (2) major clients for whom the company is, or has performed like services in the past. The name, address, contact person, contact person title and phone number for the client who can provide a reference about the quality

- provided. Also, indicate for each reference if you have a current agreement with them.
- Other information that the Respondent deems pertinent to demonstrating the Respondent's qualifications to perform services specified in this proposal.
 - The University may request additional information necessary to assure the Respondent's qualifications to perform the services specified in this proposal.

The Respondents may be asked to make a presentation to the University Selection Committee prior to a final decision as to the award.

NOTE: Respondent certifies that he is empowered to use the names provided and agrees that they may be contacted by the University.

INSPECTION OF RESPONDENT'S FACILITIES

The right is reserved to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of any Respondent and their subcontractors and to reject any Proposal irrespective of price, if it shall be administratively determined the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance. The University reserves the right to continue this inspection procedure throughout the life of this Contract.

CONDITIONS UNDER WHICH OPTIONS MAY BE RENEWED

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

FAILURE TO PROVIDE PRICING FOR OPTION PERIODS

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

GENERAL TERMS AND CONDITIONS

1. **Vendor's Disclosure of Financial Interests:** The respondent must complete and return the enclosed "CONFLICT OF INTEREST AND FINANCIAL DISCLOSURES" form along with their offer. In the event that further clarification is required on any of the information provided, the University reserves the right to make any necessary communication with a respondent for such purposes. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.
2. **Illinois Department of Human Rights Number:** All proposals require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the IDHR prior to the bid/proposal due date for the respondent to be eligible to propose an offer for this contract. Contact the Illinois Department of Human Rights, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312)814-2431. Web Site: <http://www.state.il.us/dhr/index.htm> All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement.
3. **Procurement Rules:** All bidding, proposals, offers and procurement will be conducted in accordance with the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education, which have been adopted pursuant to the Illinois Procurement Code. All respondents will be strictly held to these statutes and rules and they are considered incorporated herein by reference as if attached hereto. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, place, and office specified.
4. **"No Bid" Requirement:** If not submitting an offer, respond by returning this form, marking it "NO BID", and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor name from the mailing list. NOTE: to qualify as respondent, vendor must submit a "NO BID", and it must be received no later than the stated opening date and hour.
5. **University Form:** Please use our solicitation form for submitting your offer. Variations or exceptions from the specifications and general conditions should be shown on the attached "Modification of Original Documents" sheet. Such exceptions or deviations may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation to facilitate this requirement. Failure to comply with this condition may cause your offer to be considered "non-responsive".
6. **Signatures:** This solicitation should be signed in any space provided in this solicitation by the authorized official of the respondents' organization.

7. **Offer Acceptance:** All responses should be firm for acceptance for a period of 90 days.
8. **Specifications:** Any reference to brand names and numbers in the solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless, otherwise specified, providing the offer clearly describes the article offered and how it differs from the referenced brands. Unless the respondent specified otherwise, it is understood that the respondent is offering a referenced brand item as specified in the solicitation. The University will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the University may require a respondent offering a substitute to supply additional descriptive material and a sample.

If items requested have quality guidelines of brand name or equal, the items offered must be equal to or better than the brands and model numbers specified as determined by Southern Illinois University Carbondale. The use of brand names in this solicitation are for the purpose of describing the standard of quality performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated may be considered for award. "Or Equal" submissions will not be rejected because of minor differences in design, construction, or features that do not affect the suitability of the product for its intended use.

9. **Samples:** If requested, samples of items must be furnished free of charge and if not destroyed will, upon request, be returned at the respondents' expense. Request for the return of samples must be made within ten (10) days following opening of Bid or RFP or submittal of samples, whichever is later. Each individual sample must be labeled with respondents' name, manufacturer's brand name and product number, Bid or RFP number, and item referenced. The University reserves the right to keep the samples of the low respondent. Failure to submit samples when requested will be considered grounds for rejection of your offer. **DO NOT** submit samples unless you are specifically requested to do so. Samples should arrive within 7 working days from receipt of request.
10. **Clarifications:** Should any respondent have questions concerning conditions and specifications, or find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should notify the Purchasing Division no later than five (5) days prior to the opening and obtain clarification prior to submitting a solicitation. Such inquiries must reference the date of opening and the University Bid or RFP number.

Interpretations that change the terms, conditions, or specifications will be made in the form of an amendment to the solicitation by the University. If issued, the University will send the amendment to all parties solicited in the original solicitation. In the event there are any conflicts between the general terms and

conditions and any special terms and conditions, the special terms and conditions shall take precedence.

11. Quality: It is the intention of Southern Illinois University Carbondale to purchase high quality material and/or services and evaluation of responses will be made on this basis.

12. Product Documentation: Furnish, with your response, descriptive literature, including manufacturer's specifications, performance, other operational capabilities and contents if applicable.

Failure to complete or provide any of the information requested by this solicitation, including all requested catalogs, literature, specifications, price lists, requested references, and/or additional information as indicated, may result in your response being considered as **"non-responsive"** and eliminated from consideration.

13. Warranty: If applicable, indicate repair service availability for items offered and conditions of warranty.

14. Software Compliance: If applicable, any equipment (including operating software) that you propose to furnish as well as your accounting functions, shall not be adversely affected as a result of any date changes from year to year, decade to decade, or century to century including leap year calculations. The respondent will be responsible for correcting any such problems of this nature should they occur. Any additional costs to Southern Illinois University Carbondale caused by this computer problem shall be borne by the respondent.

15. Freight Terms: All prices quoted should be F.O.B delivered. Any responses quoted other than these terms may be rejected. Additionally if installation, setup or operator training is specified, prices for these services should be provided as requested. Any additional charges required for shipping, installation, insurance, bonding, operator training or other costs must be fully itemized and included with the response. Charges not specified at the time of the response will not be honored.

16. Shipment Routing: The University reserves the right under terms of the solicitation to specify the routing from point of shipment to destination utilizing our contract freight rates without any penalty to the University. Responder shall specify exact city or cities and state from which shipment(s) will originate.

17. Additional Expenses of the University: The successful respondent will be required to replace at no charge to Southern Illinois University Carbondale (including freight and handling) any shipment in which defects or damages are discovered and/or merchandise is non-conforming to specification, after the

shipment has been received. Respondent must address these defects or damage complaints within seven (7) days of such complaints.

- 18. Installation:** Should installation or set-up be required as part of the award, any attached Insurance, Labor, and Indemnity clauses shall apply to this transaction. If installation is required, it will be the successful respondent's responsibility to have the necessary Certificate of Insurance on file before commencing installation.
- 19. Purchase Order Numbers:** Successful respondent will mark University Purchase Order Number on all cartons, correspondence, invoices, and shipping documents. Failure to comply may result in delay of payment.
- 20. Differences in Counts:** In the event of differences in counts or amounts of merchandise received, the University count shall prevail unless an error can be proven.
- 21. Evaluation:** In comparing the offers and making awards, the University may consider such factors as relative quality and adaptability of supplies or services, the respondents' financial responsibility, skill, experience, record of integrity, ability to furnish repairs and maintenance of any service requirements, the time of delivery or performance offered, and any other element or factor in addition to that of the overall price which would affect the final cost to the University and whether the respondent has complied with the specifications. The results of testing and comparison by University staff shall be final.
- 22. Compatibility:** Compatibility with existing departmental equipment and inventories may be a factor in making the award(s).
- 23. Delivery Schedule:** Time is of the essence and delivery schedules may be considered in the overall analysis.
- 24. Pricing:** All price and cost information requested in this solicitation should be provided by the respondent. While price is usually a primary factor in the evaluation of responses received, the relevant importance of price may vary based on the nature of the purchase and the related significance of other criteria as may be expressed elsewhere in this solicitation. In evaluating price, the University may give consideration to all cost factors relevant to determine the total final cost to the University, including but not limited to: life cycle cost, cost of replacing existing inventory, and administrative cost of issuing multiple awards. The University will be the sole determinant of the relevant and appropriate cost factors to be used in evaluating any Base or Alternate offers and/or Options.
- 25. Awards:** The University may, at its discretion, evaluate all offers submitted on the basis of any Base or Alternate offers and/or Options indicated in this solicitation. If offers on trade-in equipment are requested, the University reserves

the right to evaluate and award with or without trade-in, whichever is in the best interest of the University. If trade-in equipment is part of this transaction, the vendor is responsible for removal of trade-in equipment including dismantling, crating, cartage, and/or shipping related costs unless otherwise indicated.

- 26. Split Awards:** Unless otherwise stated in this solicitation, the University makes every attempt to award orders on an overall basis to the lowest responsible respondent meeting the specifications, terms and conditions. However, the right is reserved to make separate awards. If a split award is not acceptable to a respondent, it must be so stated in the response.
- 27. University Rights:** The University reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the vendor, to accept any item in the offer. The University also reserves the right to accept or reject all or part of your offer, in any combination that is economically advantageous to Southern Illinois University Carbondale.
- 28. Subcontracting:** Any contract or purchase order arising from this solicitation shall not be assigned or sublet in whole or in part without the written consent of Southern Illinois University Carbondale.
- 29. Most Favored Customer:** For the duration of any purchase agreement resulting from this solicitation, if the vendor reduces the price for like quantities contained herein, the University must receive an adjusted reduced price or better terms the same as that offered to the vendors' most favored customers.
- 30. Liquidated Damages:** If the vendor fails to perform, provides non-conforming or damaged merchandise, or the order is cancelled for cause, the University may be entitled to compensation by reimbursement or by other legal remedy liquidated damages including, but not limited to, the following:
- a. The additional cost of services or goods bought elsewhere,
 - b. Cost of repeating the bid or proposal procedure,
 - c. Any expense incurred because of delay in service or delivery,
 - d. Any other damages caused by or antecedent to a breach of contract by the vendor.
- 31. Cancellation for Cause:** Any purchase agreement or contract arising from this solicitation will be subject to cancellation by Southern Illinois University Carbondale upon written notice and without penalty to Southern Illinois University Carbondale if, in the opinion of Southern Illinois University Carbondale, the quality, delivery schedule, specifications, terms or conditions, and other service requirements are not maintained as originally stated and accepted by the vendor.

32. Multiple Year Contracts: If the initial term of the contract spans multiple fiscal years (July 1 through June 30) the following funding clause is applicable. Any purchase agreement or contract arising from this solicitation is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the purchase agreement contract.

33. Federal Funding: In the event that Federal funds are used for any purchase arising from this solicitation, the **“FEDERAL SUBCONTRACT/PURCHASE ORDER FLOWDOWN PROVISIONS”** if attached apply to this transaction and will apply to any subsequent purchase order.

34. Taxes: Sales to the University, unless otherwise stated, are exempt from Illinois R.O.T. and Federal Taxes. Southern Illinois University Carbondale’s tax exempt number is E9990-8433-04.

The University is an instrumentality of the State of Illinois, and as such it is exempt from Federal Income Tax under Sections 115 and 501(c)(3) of the Internal Revenue Code and is exempt from State of Illinois Income Tax in accordance with the Illinois Income Tax Act (35 ILCS 5/205). However, the University is subject to Federal and State of Illinois Income Tax only if, and to the extent, it has unrelated business taxable income. In addition, the University is exempt from payment of state and local Retailers’ Occupation Tax, state and local Service Occupation Tax, state Use Tax, and state Service Use Tax, as provided by Illinois law. Certificates of exemption will be provided upon written request.

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

In support of the Illinois Business Enterprise Program for Minorities, Females, and Persons with Disabilities (BEP), Southern Illinois University has established the goal of 20% of its contracts to be awarded to minority (11%), female (7%), and disabled (2%) businesses. The University encourages diversity by having minority, female, and disabled business enterprises compete for and participate in University contracts.

The goals can be met in multiple ways: by means of contracts let directly to minority, female and disabled business firms by the University; or a diversified workforce; or indirectly by the Respondent’s ordering goods or services from minority, female, and disabled firms (second tier) suppliers or subcontractors needed to fulfill the Contract; or a combination of any of the above.

Information about your firm's ownership status regarding Business Enterprise Program must be included in your Bidders Application Form as part of your submission. The Respondent, if awarded a contract, agrees to notify Southern Illinois University of all

changes to the Respondent's status as a minority, female, or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

The Respondent agrees to identify minority, female, and disabled business firms (second tier) providing the Respondent with goods or services in the fulfillment of the contract requirements at the time of the award, and further agrees to report, upon request by the University, the dollar value of purchases made with these firms during the award period.

No changes in subcontractors identified by the respondent will be accepted without prior written consent of the University's Procurement Services Department.

AVAILABILITY OF DOCUMENTS

AVAILABILITY OF DOCUMENTS: All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at: <http://www.procure.stateuniv.state.il.us>

Suppliers intending to respond to any posted requirement are encouraged to visit that site to insure that they have received a complete and current set of documents. Some notices may provide a downloadable copy of the pertinent procurement documents, as well as any amendments to those documents. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format. Any supplier receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they received all necessary procurement documentation, including amendments. Interested suppliers should note that the State Universities in Illinois do not charge any fees (except any required surety documents) to obtain a copy of or respond to documents posted for competitive solicitation. The issuing University is not responsible for insuring that all or any procurement documentation is received by a supplier that is not appropriately registered with the issuing University.

Small Business Identification

If you are a small business as defined below please check the appropriate boxes. We are requesting this information in furtherance of Public Act 97-307, the Small Business Contracts Act, which establishes a goal of contracting with small businesses in Illinois.

"Small Business" means a business that (1) operates with an Illinois address, (2) pays Illinois income tax, (3) is independently owned and operated, (4) is not dominant in its field of operation, and (5) has annual sales and number of employees within the limits set below.

Please check the appropriate boxes.

- ☐ Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$10,000,000.
- ☐ Retail business or business selling services – annual sales and receipts cannot exceed \$6,000,000.
- ☐ Construction business – annual sales and receipts cannot exceed \$10,000,000.
- ☐ Combination business (any combination of a wholesale, retail or construction) - the annual sales for each type of business in the combination may not exceed the corresponding amounts shown above.
- ☐ Manufacturing business – cannot employ more than 250 persons and may not have annual sales and receipts that exceed the above criteria. 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.

I certify that the above information is true and correct and may be used and relied upon when making procurement decisions and awards.

Vendor Name: _____

Address: _____

Phone: _____

Officer's signature: _____

Printed Name: _____

Date: _____

CONTRACT CERTIFICATIONS

ALTERATION / MODIFICATION OF ORIGINAL DOCUMENTS

The Proposer certifies that no alterations or modifications may be made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered response. The Proposer understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

APPROPRIATION CONTINGENCY CLAUSE

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement. (30 ILCS 500/20-60(b))

AUDIT CLAUSE

Southern Illinois University reserves the right for the State of Illinois, Office of the Auditor General, and/or Southern Illinois University's internal auditors or their authorized representatives to perform compliance and/or financial audits, if deemed necessary.

If it is decided that an audit of this Contract will be performed, the contractor will be given advance notice. The Contractor shall maintain books, records and documents which support that goods and/or services provided and fees earned in accordance with the Contract and that the Contractor has complied with Contract terms and conditions. The Contractor agrees to make available for the term of this Contract and the retention period of seven years thereafter, any of the books, records and documents for inspection, audit, or reproduction.

The Contractor shall preserve all books, records and documents related to this Contract for a period of time which is the greater of seven years from the Contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the Southern Illinois University, or as required by applicable federal and state laws and regulations, which ever is longer.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records, which relate to litigation or the settlement of claims arising out of performance or expenditures under this Contract to which exception has been taken by the auditors, shall be retained by the Contractor or provided to Southern Illinois University until such litigation, claim, or exceptions have reached final disposition. Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this Contract, the Contractor may, in fulfillment of his obligation to retain records as required by this clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by Southern Illinois University.

BID-RIGGING/BID-ROTATING CERTIFICATION

The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

BRIBERY CLAUSE

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 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.

CONFLICTING DOCUMENTS

In the event of a conflict between these contract certifications and the Agreement or purchase order, whichever may be the case, these contract certifications will control.

DEBT DELINQUENCY CERTIFICATION

The 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.

DOMESTIC PRODUCTS ACT

The Contractor certifies that all articles to be provided under this contract have been or will be manufactured in the United States. The Contractor understands that, if he/she knowingly supplies non-US manufactured goods, he/she will be subject to penalties under the Procurement of Domestic Products Act (PA 93-0954) that include debarment for five years, voiding of the contract, and civil damages.

DRUG FREE WORKPLACE

The Contractor certifies compliance with all provisions of the Drug Free Work Place Act (30 ILCS 580/1 et seq.). If an individual, Contractor certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

EDUCATIONAL LOANS (applicable to individuals, sole proprietorships, partnerships and LLCs)

The Contractor certifies that he/she is not in default on an educational loan as provided in Public Act 85-827. (5 ILCS 385/3)

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 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.

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

ENVIRONMENTAL PROTECTION ACT (SECTION 42)

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 a 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.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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)

EXCLUSIONS PARTY LIST CERTIFICATION:

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 U.S. 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.

GOVERNING LAW

Notwithstanding anything in the Agreement or purchase order to the contrary, this transaction will be governed by the laws of the State of Illinois.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone. CONTRACTOR shall be required to ensure all work under the contract complies with FERPA and to indemnify and hold harmless the UNIVERSITY from any claims, complaints, and/or causes of action arising from an alleged violation of FERPA.

FELONS CERTIFICATION

The 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.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its promulgated regulations under 45 C.F.R. Parts 160 and 164. CONTRACTOR shall be required to indemnify and hold harmless the UNIVERSITY from any claims, complaints, and/or causes of action arising from an alleged violation of HIPAA.

ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT (IITAA)

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

ILLINOIS USE TAX CERTIFICATION

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.

INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under this Act. (30 ILCS 582/1 et seq.)

LEAD POISONING CERTIFICATION

Pursuant to P.A. 94-879, if vendor [contractor, bidder, proposer] is the owner of residential rental property in Illinois, vendor [contractor, bidder, proposer] certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.

MULTI-YEAR CONTRACTS

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.

OUT OF STATE PREFERENCES

If you are an out-of-state Proposer, (not having an establishment for transacting business within Illinois), and if your state has a preference law favoring in-state Proposer, what is the percentage preference?

_____ %

REVOLVING DOOR

Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

RIGHT TO AUDIT CLAUSE

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. (30 ILCS 500/20-65)

PROHIBITED BIDDERS & CONTRACTORS (SARBANES-OXLEY ACT)

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 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.

STATE PROHIBITION OF GOODS FROM CHILD LABOR ACT

The Contractor certifies in accordance with Public Act 94-0264 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 of any child under the age of 12.

STATE PROHIBITION OF GOODS FROM FORCED LABOR ACT

The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

SUCCESSOR VENDOR CLAUSE IN SERVICE CONTRACTS

As provided in Section 25-80 of the Procurement Code, in order to be considered "responsible" under the Code any successor company to the winning bidder or offeror on a service contract (except for heating and air conditioning, plumbing, or electrical services) must certify to the University that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract.

US CIVIL RIGHTS ACT/FEDERAL REHABILITATION ACT (SEC 504)/AMERICANS WITH DISABILITIES ACT

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.

VENDOR LEGAL AUTHORIZATION

Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State

CONTRACTOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER & LEGAL STATUS DISCLOSURE

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person or other U.S. person.

Company Name: X

(This should be the name registered with the IRS)

D/B/A X

(This should be the name registered with the IRS)

Taxpayer Identification Number:

Social Security Number X

or

Employer Identification Number X

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business, and the owner's SSN or EIN.
- If you own a limited liability company (LLC) that is a disregarded entity, enter the name of the single member (owner) followed by the name of the LLC and a TIN (SSN or EIN) that is assigned to the owner, not the LLC.
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|---|
| ☐ 01 Individual | ☐ 08 Government Entity |
| ☐ 02 Sole Proprietor | ☐ 10 Estate |
| ☐ 03 Partnership/Legal Corporation | ☐ 10 Trust |
| ☐ 03 Limited Liability Company (select applicable tax classification) | ☐ 11 Pharmacy – Non Corporate |
| ☐ D = Disregarded entity | ☐ 13 Non-resident Alien Individual, Resident Alien Individual, Foreign Corporation, Partnership, Estate or Trust |
| ☐ C = Corporation | ☐ 15 Pharmacy/Funeral Home/Cemetery Corporation |
| ☐ P = Partnership | ☐ 16 Tax Exempt |
| ☐ 04 Corporation | ☐ 16 Tax Exempt Organizations (IRC 501(a) only) |
| ☐ 04 Not-for-profit Organization | |
| ☐ 04 Corporate Bypass | |
| ☐ 06 Medical Corporation, Medical & Health Care Service Provider Corporation (includes providing & billing for) | ☐ Other: _____ |

- If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Card (for individuals) from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service Office.
- If you do not have a TIN, fill out the certification indicating that a TIN has been applied for, sign and date the form, and return it to this agency. As soon as you receive your TIN, fill out another such form including your TIN, sign and date the form, and give it to this agency.
- If you fail to furnish your correct TIN to this agent, you are subject to an IRS penalty of \$50 for each such failure unless your failure is due to a reasonable cause and not to willful neglect.
- **WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND / OR IMPRISONMENT.**

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.

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 thirty days of approval, Contractor may request a two percent interest penalty be added for each month or fraction thereof beyond the thirty-day payment period (30 ILCS 540).

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.

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

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 & Title: _____

Date: _____

Procurement Services Signature: _____ **Date:** _____

CONFLICT OF INTEREST AND FINANCIAL DISCLOSURES

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

- 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

- 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.

- 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.

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

☐ Yes ☐ No

- 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: _____

NOTE: *Whereas subcontract exceeds \$25,000, all subcontractors will provide the same disclosure statements within 20 days of award of a subcontract.*

SUBCONTRACTORS

Vendor will or may use subcontractors ☐ Yes ☐ No

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

Buyer: Tina Logan
Address: Procurement Services, 108 Miles Hall 2nd Floor – MC 6813,
Southern Illinois University Carbondale, 1255 Douglas Drive, Carbondale IL 62901
Phone: 618-453-6713
Email: tlogan@siu.edu

3. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer (care of the person identified in 2. Above) of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.
5. All subcontracts must include the **Conflict of Interest and Financial Disclosure Attachment**, completed by the subcontractor. Contractors should copy these forms from this contract document and insure they are included and provided as part of all subcontracts.
6. List all subcontractor information including name, address, phone, email, and anticipated amount to be paid on the following page.

SUBCONTRACTORS

Name	Address	Phone	Email	Amount

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

-
- Subcontractors shall, as a material requirement and condition of this contract, be and remain in compliance with this attachment.
 - If this is a multi-year subcontract, including the initial term and all optional renewals, subcontractor shall reconfirm compliance with this Attachment by July 1 of each year that this subcontract remains in effect.
 - Subcontractor shall obtain from all subsequent subcontractors a statement of compliance with these provisions.
 - Should Subcontractor or its subcontractors fail to be or remain in compliance, the subcontract may be void by operation of law or the subcontract may be voidable at the option of the state. Violation of certain provisions may also be a civil or criminal offense.
 - If any subsection is not applicable to this subcontract it shall be ignored and may be noted as not applicable without affecting the remaining subsections.
 - Subcontractor, 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 subcontract.
 - Subcontractor will agree to sign the same "Contract Certifications" as the prime contractor for this project.

Professional Services Standard Language:

Provider 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. Provider must agree to 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 Provider or sub-contractor 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	\$2,000,000 per occurrence
General Aggregate	\$4,000,000
C. Commercial Auto Liability (including 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	\$2,000,000 per occurrence
General Aggregate	\$4,000,000

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

Subcontractors must comply with the same insurance coverage requirements as Provider. Subcontractors shall submit the required Certificate of Insurance through the primary provider.

Provider 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.

The Board of Trustees of Southern Illinois University shall be named as additional insured on commercial general liability policies. 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 Providers/Users and/or subcontractors performing work on behalf of the Provider."

Hold Harmless Agreement

The successful bidder agrees to indemnify and hold harmless the Board of Trustees of Southern Illinois University, its officers, employees, and agents from and against any and all suits, claims, demands, and losses, including reasonable attorneys' fees, costs and expenses, based upon, resulting from, or arising out of any injury to any person or persons or any damage to property which may occur or be alleged to have occurred in connection with the work, materials, or products which are the subject of the contract and/or purchase order.

ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER

_____ is my IDHR eligibility number

All proposals require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the IDHR prior to the RFP/RFQ due date for the respondent to be eligible to propose an offer for this contract. 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. Contact the Illinois Department of Human Rights, Public Contracts Unit at http://www.state.il.us/dhr/Programs/DHR_PBCT.htm. All persons (or firms) employing 14 or fewer individuals at any time during the past 365 days are exempt from the IDHR requirement and should mark as "Exempt".

The vendor hereby certifies that they have not altered or modified the original content of the University Bid/Request for Proposal specifications, or the associated documents including original drawings or graphics. Vendor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered sufficient basis to suspend or debar the violating party from consideration for future contract awards.

Title

The vendor shall clearly state on this response any exceptions to or deviations from or additions to any of the listed specifications, terms, and conditions; otherwise, the respondent will be held responsible for compliance in detail with the specifications listed in the Proposal. Please list exceptions below. (NOTE: References to any attached brochures will not satisfy the requirement for listing exceptions to specifications. Respondent must list exceptions below and using additional pages if necessary and noted with the heading "Exceptions and/or Alternate Offers".) Exceptions must refer to item or item number or topic and page number.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Use additional pages if necessary

Request for Taxpayer Identification Number & Certification
(SUBSTITUTE FORM)Give form to the
requester. Do not
send to the IRS

Full Legal Individual Name (if individual or sole proprietor) or Legal Company Name (as shown on your income tax return)	
Doing Business As (DBA) Name (if sole proprietorship or division of a corporation)	Phone: - - Fax: - -
Check appropriate box: ☐ Corporation ☐ Estate or Trust ☐ Government ☐ Individual ☐ Partnership ☐ Sole Proprietor ☐ Tax Exempt ☐ Limited Liability Company (Enter the tax classification: D=Disregarded Entity, C=Corporation, P=Partnership) _____	Email: ☐ Exempt from backup withholding
Address (number, street and apt or suite no.)	Requester's name and address Board of Trustees of Southern Illinois University Southern Illinois University Carbondale Procurement Services 108 Miles Hall 2 nd Floor MC 6813 1255 Douglas Drive Carbondale IL 62901 Phone: 618-453-5179 or 618-453-5751 Fax: 618-453-6720 or 618-453-6714
City, State and Zip Code	
PART I Taxpayer Identification Number (TIN)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this generally is your social security number (SSN). However, for a sole proprietor, this could be SSN and/or EIN or for a resident alien, this could be your ITIN. For other entities, it is your employer identification number (EIN). If you do not have a number, apply for one immediately. To apply for a SSN, contact your local Social Security Office (www.socialsecurity.gov). To apply for an EIN, apply online at www.irs.gov/businesses and select Employer ID Numbers under Businesses Topics. You may also call 1-800-TAX-FORM.

Note: The University screens and restricts the number of people that have access to this number and will not give this number to any other businesses or individuals.

SOCIAL SECURITY NUMBER or ITIN

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

EMPLOYER IDENTIFICATION NUMBER

			-							
--	--	--	---	--	--	--	--	--	--	--

PART II Certification

Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. You are not required to sign the Certification, but you must provide your correct TIN. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the IRS. In addition, you may be subject to 28% backup withholding on reportable payments.

Signature of U.S. person ►	Print Document For Signature	Date ►
----------------------------	------------------------------	--------

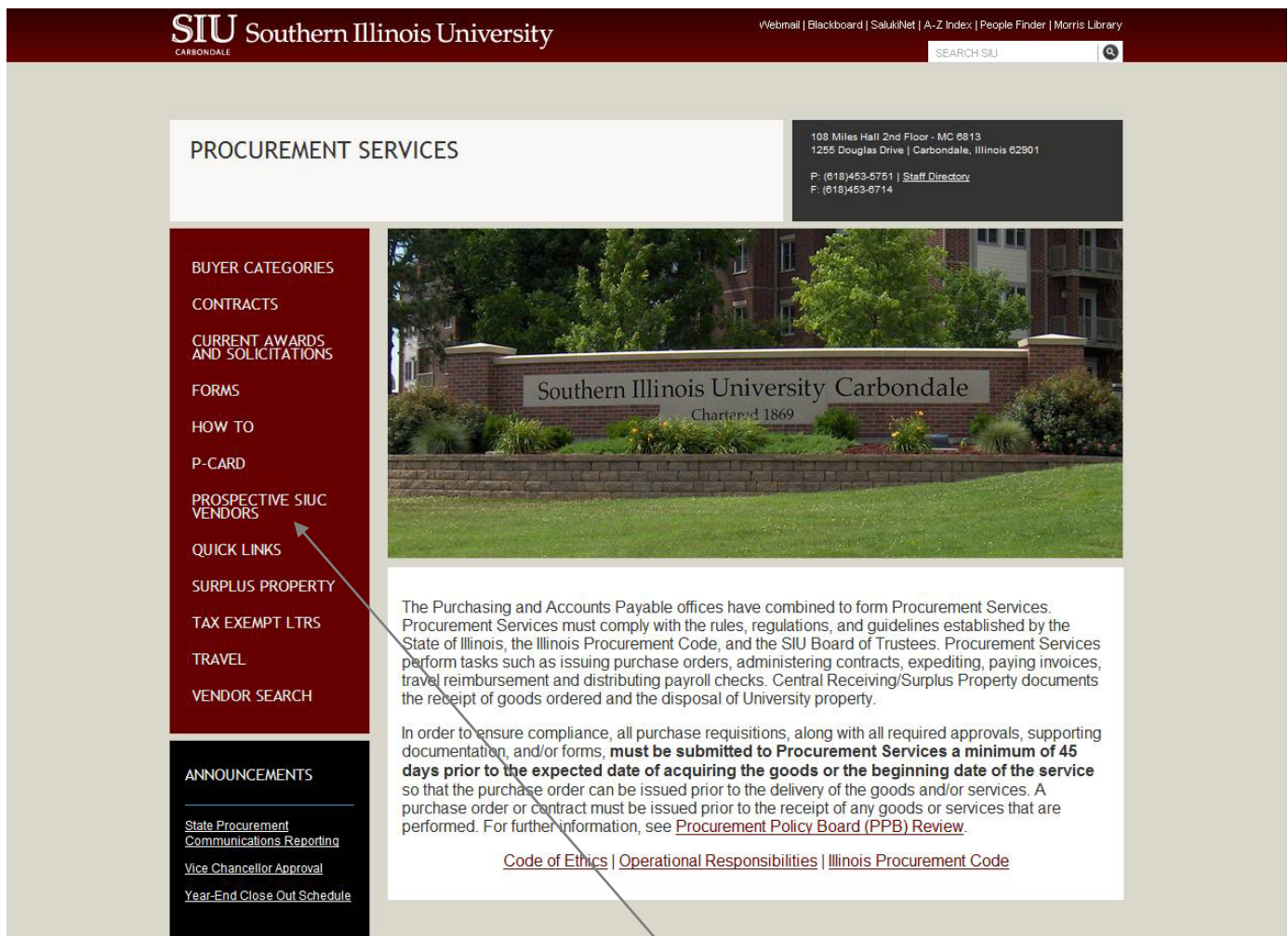
FOR COMPLETE W-9 INSTRUCTIONS VISIT THE IRS WEB PAGE AT www.irs.gov/formspubs**PART III** Business Enterprise Program for Minorities, Females and Persons with Disabilities

In order to promote the development and use of minority or 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. 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

Southern Illinois University Carbondale Procurement Services is pleased to announce our on-line vendor registration. This feature is accessible through our web page, <http://www.procurement.siu.edu>, and will allow SIUC vendors to register their company to become an approved bidder.



You may select the link titled Prospective SIUC Vendors.

Once you have reached our Welcome page, select the link titled Online Registration. This page will explain what is necessary to become an approved bidder and how to register your company on-line. If you would rather submit your application manually, select the Forms link and download the Bidder Application form.

If you have questions about any of this information, please feel free to contact us at 618-453-5751 or email vendinfo@siu.edu.

Thank you for your interest in Southern Illinois University Carbondale.

Before mailing your Request for Proposal, please review the checklist below to ensure compliance.

Request for Proposal Checklist

1. _____ Sign Request for Proposal cover page
2. _____ If applicable, sign and return addendum(s)
3. _____ If applicable, complete bid bond or enclose check
4. _____ Provide Illinois Department of Human Rights Number or note that it is applied for
5. _____ Complete and sign Financial Disclosure
6. _____ Complete and sign Contract Certification, or initial if there isn't a signature line
7. _____ Complete and sign W-9
8. _____ Sign Modification of Original Documents page
9. _____ Complete and sign pricing proposal page
10. _____ Address all evaluation criteria by providing information requested
11. _____ Package technical proposal and pricing proposal in **separate** envelopes
12. _____ Certificate of Good Standing, registered to do business in Illinois
13. _____ **Illinois State Board of Elections Certificate of Registration copy must be included with your proposal, if required. If you do not make the certification and attach a copy of the certificate, your proposal cannot, by law, be accepted by the University.**

SOUTHERN ILLINOIS UNIVERSITY
PROCUREMENT SERVICES MC 6813
108 MILES HALL, RM 201
1255 DOUGLAS DRIVE
CARBONDALE, IL 62901
| |

SOUTHERN ILLINOIS UNIVERSITY
PROCUREMENT SERVICES MC 6813
108 MILES HALL, RM 201
1255 DOUGLAS DRIVE
CARBONDALE, IL 62901
| |