

REQUEST FOR PROPOSAL

PROPOSAL NO. RFP3419

ISSUANCE DATE Thursday, September 12, 2007

PROPOSAL DUE DATE Wednesday, October 3, 2007

TIME: 2:00 pm
prevailing time

1. NEED FOR SERVICE

Eastern Illinois University, hereinafter called "University", is seeking to procure wireless airtime services and equipment for its Athletic Department.

2. OBJECTIVE/GOAL TO BE ACHIEVED

The goal is to provide UNIVERSITY athletic faculty and staff the ability to contact others, outside of normal business hours, with wireless airtime services.

3. DURATION OF CONTRACT

The term of the Contract shall be from October 15, 2007 or from the date of full execution of this Contract, whichever last occurs, and extending for a period through June 30, 2009, unless terminated as provided herein, or extended by amendment or renewal options to this contract. No services will be paid for which are performed prior to the effective date hereof. The University shall have the option to review and extend this Contract for eight (8) additional one-year periods with terms and conditions as referenced in Renewal Options.

4. QUALIFICATIONS

The wireless airtime service and equipment shall meet all technical specifications listed in this RFP.

5. SERVICES TO BE PERFORMED

See Technical Proposal. (Appendix I)

6. SUBCONTRACTORS

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

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

7. 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 to the University shall be sent to:

Sue Sallee
Department of Procurement, Disbursements and
Contract Services III
Eastern Illinois University
RM 1135 Old Main
600 W Lincoln
Charleston, IL 61920

8. UNIVERSITY CONTRACT REPRESENTATIVE

Monty Bennett
Director of Department of Procurement, Disbursements and Contract Services
Eastern Illinois University
1135 Old Main
600 Lincoln Avenue
Charleston, IL 61920

9. METHOD OF BILLING

To receive payment, the Vendor shall submit an appropriately itemized invoice for services performed and allowable expense incurred.

A. Billing Mandatory Specifications

i. Billing cycle

The Vendor shall agree that the monthly billing cycle begins on the first

day and ends on the last day of each month. The next billing begins the day immediately following the end of the current billing cycle. All services shall utilize this billing cycle. Vendor's procedures shall ensure that the Eastern Illinois University receives the invoice within ten (10) business days from the end of each billing cycle.

ii. Billing format

Invoices

The Vendor shall provide to the Accounts Payable Department at Eastern Illinois University an invoice containing the detailed charges for services (and only those services) identified in this Proposal.

- The Purchase Order Number
- Vendor FEIN
- Service Dates/Billing Month
- Subtotal Charges By Type of Service and Phone Number
- Total Charges

iii. Monthly Reports on wireless airtime usage are required via the Internet or on a compact disc. These reports should include, but are not limited to, detail of itemized charges by wireless number as follows:

Monthly service:

- Basic line charge
- Enhanced features charge(s) by feature and/or special enhanced feature package.

Call Detail:

- Date of call
- Time of call
- Call destination
- Call duration (peak and non-peak)
- Airtime totals (peak and non-peak)

Miscellaneous Charges:

- Service activation (if applicable)
- Service establishment (if applicable)
- Roaming charges (if applicable)

Selected Reports:

- By area code
- By area code plus prefix
- By local area
- Usage – by highest to lowest
- Cost Center
- Usage by average

10. TERMINATION FOR NON-APPROPRIATION

The Vendor agrees that the University's obligation to make payments under this Contract is limited and solely restricted to nonappropriated funds which are received and retained by the University in its own treasury and only available for expenditures by the University in support of certain activities in accordance with Legislative Audit Commission University Guidelines. In no event shall the University be obligated to expend funds appropriated to the University by the State of Illinois to make payments under this Contract.

OR

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 Vendor shall be paid for services performed under this Contract up to the effective date of termination.

11. CERTIFICATIONS AND DISCLOSURES

Vendor Certifications, Financial Disclosures and Bidder's Application (Exhibit A, B and C) are to be completed by vendor, signed and submitted with proposal.

12. INSTRUCTIONS TO VENDORS

Submission of Proposals

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

A. Technical Proposal

Submit five (5) copies of your Technical Proposal in a sealed package plainly marked "Technical Proposal." The following sections and associated documents comprise your Technical Proposal:

1. The completed and signed RFP including your response to the Vendor Questionnaire (Exhibit C) and any additional supplemental information requested in the RFP.
2. The completed and signed Forms A and B of the Vendor Disclosure of Financial Interests.
3. The completed and signed Bidders Application Form and Supplemental Application for Professional and Artistic Service Prequalification (Exhibit D), if one has not been previously submitted.
4. The completed and signed Appendix III – Certification Form.

B. Pricing Proposal

Submit five (5) copies of your completed and signed Pricing Proposal with your technical proposal, separated and marked "Pricing Proposal." Your response should include any supplemental or renewal option period pricing schedules (sections entitled Renewal Options and Maximum Price).

Should any Vendor find any part of the listed specifications or the terms and conditions to be discrepant, incomplete or otherwise questionable in any respect, they shall immediately call such matters in writing to the attention of the Department of Procurement, Disbursements and Contract Services Contact listed. Any explanation desired by the Vendor shall be requested of the Eastern Illinois University Department of Procurement, Disbursements and Contract Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be forwarded to each vendor who was sent an RFP.

13. DELIVERY OF PROPOSAL PACKAGE

The Technical Proposal and the Pricing Proposal may either be delivered by hand or sent to the Department of Procurement, Disbursements and Contract Services via the U.S. Postal Service or other available courier services to the address shown below. Include the RFP number on any package delivered or sent to the University Department of Procurement, Disbursements and Contract Services and on any correspondence related to the Proposal. The Vendor remains responsible for insuring that that its Proposal is received at the time, date, place, and office specified. 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. ***Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened.***

If using an express delivery service, the University recommends that the package be delivered to the designated building and office and not to the University postal delivery system or Central Receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

14. PROPOSALS SHALL BE SUBMITTED TO:

Eastern Illinois University
Department of Procurement, Disbursements and Contract Services
Room 1135
600 W Lincoln
Charleston, IL 61920

Use the label attached to these documents on the last page.

15. PROPOSAL MATERIALS

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

16. ADDENDUM

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

17. ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER

_____ IS MY IDHR ELIGIBILITY NUMBER

All responses require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the Department prior to the opening of the RFP for the respondent to be eligible to offer a response on this RFP. Contact the Illinois Department of Human Rights, Public Contracts Unit, Suite 5-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312) 814-2431 for more information.

18. PROPOSAL MODIFICATION

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University. Such notice shall be received by the Department of Procurement, Disbursements and Contract Services Department prior to the time designated for opening of the Proposal. The Vendor 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 that are addressed in the same manner as the Proposal and that 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 that the written request is contained in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and "Modification of Proposal." No modifications of the Proposal will be accepted at any time after the Proposal opening date and time.

A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

19. PERIOD OF FIRM PROPOSAL

Prices for the proposed service shall be kept firm for at least 120 days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Vendor may specify a longer period of firm price than indicated here. If no period is indicated by the Vendor in the Proposal, the price will be firm until written notice to the contrary is received from the Vendor, unless otherwise specified in this RFP.

20. ERRORS AND OMISSIONS

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

21. FACTORS TO BE USED IN THE EVALUATION AND SELECTION PROCESS

All proposals will be reviewed and evaluated by a selection team. Based upon this evaluation the University will determine the award of this Contract.

Vendors may be asked to provide an on-site demonstration of the products being offered.

The University will issue a letter of award to the Vendor who has, in the opinion of the University best demonstrated competence and qualification for the type of professional services required at a fair and reasonable price/compensation and whose Proposal is deemed to be in the best interest of the University.

The University will award the Contract to the responsible Vendor whose proposal is determined to be the most advantageous to the University, given the criteria as established below:

1. Ability to provide services specified, compliance with these bid specifications and quality of completeness of response;
2. Costs;
3. Credentials and experience of the providers and the company in providing the similar or like services;
4. Additional Telephone features, accessories and service features
5. Any criteria deemed to be in the University's best interest

Appendix I – TECHNICAL PROPOSAL

TECHNICAL PROPOSAL

Each Vendor shall provide the following information:
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A.(1) Phone Features (Base):			
The following wireless airtime service enhancements (features) shall be included in the monthly service rate. Vendor shall verify in writing that these features are included in the cost:			
PHONE FEATURES	YES	NO	COMMENTS
1. Call Forwarding			
2. Call Waiting			
3. Three-way Calling			
4. Voice Mail with pager notification			
5. Text Messaging			
6. Speaker Phone			
7. Head Phone			
8. Blackberry Technology			
9. Automatic Roaming			
10. *18 (for areas not served by automatic services)			

PHONE FEATURES	YES	NO	COMMENTS
11. Caller I.D. (in digital service areas)			
12. Mobile to Mobile Calling			
13. Data Communication Capability –Data Links-Describe what products are available, what speeds are available etc.			
14. Other Accessories offered free with phone			
15. Based on telephone utilization and availability to receive calls, please provide the estimated battery life of phone being proposed			
16. Is the battery included in the warranties of the phone?			
17. Is there any specialized software that is required to use your company's equipment (regular software, encryption, etc.)			
A.(2) Phone Features (Optional):			
It is a goal of the University to reduce the number of devices each staff or faculty member shall carry such as cell phones, pagers, PDA's, etc.			
PHONE FEATURES	YES	NO	COMMENTS
1. Please indicate whether your company has an instrument which would serve to reduce the number of devices the employees of the school would need to carry to meet their needs.			
2. If your company does have such a device available, please describe the device and outline what features the enhanced device includes: (phone, pager, SMS, PDA, Browser).			

PHONE FEATURES	YES	NO	COMMENTS
3. Please describe any special software that might be required to enable the use of the enhanced device.			
B. Coverage: Service shall include all of Illinois (document any known “dead zones” where service is limited.)” Other service areas that are included outside of Illinois will be given favorable consideration. Illinois: City _____ County _____ City _____ County _____ City _____ County _____ City _____ County _____ National _____ _____ Please provide a map of your local and national coverage area.			
PHONE FEATURES	YES	NO	COMMENTS
C. Fees: Vendors shall include a description and price schedule of applicable roaming and long distance fees (local, regional, and national).			
D. Renegotiated Rates: Vendor shall agree to renegotiate airtime rates should the vendor’s awarded prices become higher than the marketplace as the result of the price reductions. Vendor shall propose a process to comply.			
E. Order Entry Access: Vendor of award will provide Eastern Illinois University with the ability to directly access the vendor’s order entry system via an Internet connection.			
1. Line Activation			

PHONE FEATURES	YES	NO	COMMENTS
2. Line De-Activation			
3. Change Electronic Serial Number			
4. Add Features			
5. Change Features			
6. Delete Features			
7. Suspend Service			
8. Restore Service			
9. Telephone Number Change			
10. View Billed Usage			
11. View Unbilled Usage			
12. Access Daily Order Activity Reports			
13. Activate Personal Identification Number (PIN)			
14. De-Activate Personal Identification Number (PIN)			
F. On-Line Ordering: Does your company provide a web-based interface for on-line ordering of airtime and/or equipment? If available, this interface should be accessible from anywhere on the Internet and provide secure transactions for ordering.			

PHONE FEATURES	YES	NO	COMMENTS
G. Direct Bill: Vendor shall be able to provide reports to University central administration on all phone numbers covered under this contract.			
H. Point of Contact: It is required that the vendor agree to provide a University-dedicated single point of contact. This designated point of contact shall be accessible 24 hours a day via a toll-free telephone, page, etc. to assist the University with emergency situations. If the primary point of contact is not available, a secondary point of contact shall be provided. The primary contact person shall be available on an as needed basis to discuss contract, service and equipment related issues.			
I. Updates & Training: The vendor shall provide the University with a minimum of two sessions per year for an update on new and emerging products, services and technologies. The vendor shall also be able to provide employees with training sessions as needed.			
J. Trial Period: The Vendor may be requested to provide a limited number of devices for a trial period by a group of school staff prior to final selection. Would your company agree to participate in such a trial period?			
K. Wireless Airtime Optional Specifications: "Optional Specifications" while not mandatory, are very important to the University. Vendors who voluntarily comply with items in this section will be given additional points during evaluation of proposals.			

PHONE FEATURES	YES	NO	COMMENTS
1. Boosters – Some Athletic Department buildings have limited cell phone coverage. Cell phone communication might be improved with booster technology. Please indicate if your company offers this technology. Please specify what would be the minimum requirements to obtain this technology (minimum number of users, etc.) Also, indicate any physical requirements for housing the equipment.			
L. Additional Features: Vendor shall provide a detailed description of any additional features, programs and services it would make available to the University.			
M. Payment terms: Payment shall be made according to the State Prompt Payment Act 30 ILCS 540/.			
N. Tax Exempt Status: The University is a state entity and therefore exempt from certain telecommunication taxes. In the past, from time to time, University employees were charged taxes in error on their cell phone bill and assistance was required from the cell phone service provider to have the taxes removed from a billing. Please describe the process your company would provide to help prevent these taxes (and resulting late fees) from being charged in error and to remove them from a University employee's bill.			

VENDOR PROFILE

I. Vendor Qualifications

Provide the name, address, telephone number, fax number and primary contact for your company.

II. References

a. Provide a representative client list and specific references for 3 clients of similar size to the University, including at least one higher education institution and one health care facility/academic medical center. Furnish the following information for each:

1. Company name
2. Address
3. Telephone number
4. Fax number
5. Contact person
6. Description of services provided by your company

NOTE: The Vendor certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

b. Provide 3 references of clients with contracts that were either cancelled or not renewed and include the following:

1. Company name
2. Address
3. Telephone number
4. Fax number
5. Contact person
6. Description of services provided by your company

NOTE: The Vendor certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

III. Copy of Company's audited financial statements for last three years

IV. Vendor Background

Describe history of company detailing years in business, ownership, any proposed changes in ownership structure anticipated in the next 18-month period, financial solvency, organization and staffing structure, philosophy and/or mission statement,

areas of expertise, and any additional criteria that uniquely qualifies that company for this assignment.

- V. Please describe your company's previous experience providing this type of service.**
- VI. Please provide a sample of billing invoice.**

Appendix II – PRICING PROPOSAL

This Appendix II and Vendor's response to it will be incorporated into any Purchase Contracts arising from this RFP.

PRICING PROPOSAL – BASE BID

1. Please provide a description of the plans you have available.

Equipment model and description: _____

Price per phone \$_____ Activation fee per phone \$_____

Price of insurance per phone \$_____

Price per minutes # of minutes _____/rate per month

of minutes _____/rate per month

of minutes _____/rate per month

Off-peak minutes begin @ _____ end @ _____

Monthly Service Rate: \$_____

Attach photo of the equipment.

2. Additional costs for any accessories not included in Base Bid, such as text messaging, data link, Blackberry technology, walkie-talkies, accessories, installation of signal boosters, server software, licenses, etc.

3. Special provisions – unlimited off peak cell minutes, free long distance cell, no roaming – (domestic), unlimited in network calling, unlimited nationwide direct connect (walkie-talkie) within network, unlimited blackberry email and web prefer

4. Indicate any other costs of telephones, chargers, cigarette lighter adapters and other accessories.

Appendix II. – PRICING PROPOSAL

PRICING PROPOSAL – OPTION 1 – ENHANCED DEVICE PROVIDING COMBINED FEATURES (PHONE, PAGER, WALKIE-TALKIE, ETC.)
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1. Please provide a description of the plans you have available.

Equipment model and description: _____

Price per phone \$ _____ Activation fee per phone \$ _____

Price of insurance per phone \$ _____

Price per minutes # of minutes _____ /rate per month

of minutes _____ /rate per month

of minutes _____ /rate per month

Off-peak minutes begin @ _____ end @ _____

Monthly Service Rate: \$ _____

Attach photo of the equipment.

2. Additional costs for any accessories not included in above bid, such as text messaging, data link, Blackberry technology, accessories, etc.

3. Special provisions – Costs of calls between other plan members.

4. Indicate any other costs of telephones, chargers, cigarette lighter adapters and other accessories.

PRICING PROPOSAL – OPTION 3 – GROUP PURCHASE MINUTES

1. The University is interested in the bulk purchase of cellular phone minutes. Does your company offer such a group purchase of cellular phone minutes? If so, please describe the plan you would offer and rate information.

2. Please describe the billing options for such a bulk purchase plan. Under the above-described plan, can invoices be prepared for individual departments?

RENEWAL OPTIONS

OPTION 1

The University desires an option to renew this Contract for the period of July 1, 2009 through June 30, 2010 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

OPTION 2

The University desires an option to renew this Contract for the period of July 1, 2010 through June 30, 2011 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

OPTION 3

The University desires an option to renew this Contract for the period of July 1, 2011 through June 30, 2012 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

OPTION 4

The University desires an option to renew this Contract for the period of July 1, 2012 through June 30, 2013 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

OPTION 5

The University desires an option to renew this Contract for the period of July 1, 2013 through June 30, 2014 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

OPTION 6

The University desires an option to renew this Contract for the period of July 1, 2014 through June 30, 2015 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

OPTION 7

The University desires an option to renew this Contract for the period of July 1, 2015 through June 30, 2016 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

OPTION 8

The University desires an option to renew this Contract for the period of July 1, 2016 through June 30, 2017 at the Proposal prices and stated conditions, contingent upon continuing need, availability of funds. Please indicate your option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase up to _____ % for the option period

_____ Prices will decrease up to _____ % for the option period

If the University decides to exercise its right to renew the Contract, a revised price schedule will be included with the renewal. The revised price schedule will be based on the amounts stated herein and adjusted for any increase or decrease as provided in the options to renew.

Appendix III. CERTIFICATION AND SIGNATURE

SIGNATURE/CERTIFICATION

By signing this Proposal, Vendor signifies agreement with and acceptance of all the terms, conditions, specifications and certifications shown herein, including Appendix II, Pricing Proposal. Any exceptions to terms, conditions, specifications and certifications shall be clearly identified in a cover letter referencing the pertinent section from this request for proposal. Persons signing this Request for Proposal represent that they are authorized to bind their respective entities.

Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number: _____

Facsimile number: _____

Signature: _____

Type or print name of individual signing proposal.

Title: _____

Type or print title of individual signing proposal.

Date: _____

SAMPLE AGREEMENT

This Agreement is entered into as of *(Date of Contract)* between *(Name of Company)*, with its principal office located at *(Address, City and, State of Company)* (hereinafter referred to as "*Abbreviated Company Name*"), and the Board of Trustees of Eastern Illinois University, an Illinois public institution of higher learning, with its principal office located at 600 Lincoln Avenue, Charleston, Illinois (hereinafter referred to as "UNIVERSITY").

RECITALS

WHEREAS, UNIVERSITY solicited Request for *(Bids or Proposals)* for *(Description of Bid/Proposal)* Request for *(Bid or Proposal)* (RFP or RFQ No. on *(Date of RFP)*); and

WHEREAS, *(Name of Company)* is in the business of providing *(Description of Services, Equipment, etc.)*; and has previously submitted pricing to UNIVERSITY in response to the RFP; and

WHEREAS, UNIVERSITY and/or the State of Illinois wishes to secure from *(Name of Company)* the services to provide *(Description of Services, Equipment, etc.)* and *(Name of Company)* wishes to provide such services.

NOW THEREFORE, based upon the mutual covenants and conditions as hereinafter set forth, and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. SERVICES

(Name of Company) agrees to provide *(Description of Services, Equipment, etc.)* as outlined in the RFP. The system will be completed and tested by *(Completion Date)*.

II. PRICING

The total cost of this project is *(Cost of Project)*.

III. PAYMENTS

(Name of Company) will submit itemized invoices for payment for equipment received and for services rendered supported by substantiating data to Eastern Illinois University, Department of Procurement, Disbursements and Contract Services, 1135 Old Main, 600 Lincoln Avenue, Charleston, IL 61920.

UNIVERSITY agrees to pay all invoices pursuant to the Illinois State Prompt Payment Act (30 ILCS 540).

IV. TERM

This agreement will begin upon full execution of the agreement and will remain in effect for *(Completion Date)*.

V. TERMS AND CONDITIONS

This agreement is governed by all terms and conditions of the Request for Proposal No. *(RFP Number)* issued on *(Date of RFP)* and any addenda and clarifications issued pursuant to that solicitation. All correspondences issued after the issuance of the RFP is also incorporated into this agreement and is made an integral part hereof, the same as if copied full herein.

VI. MODIFICATIONS/CHANGE ORDERS

Any change orders, alterations, amendments or other modifications under this agreement shall not be effective unless reduced to writing, signed by UNIVERSITY and *(Company Name)*, and executed with the same formality as this agreement.

VII. EQUAL EMPLOYMENT

(Company Name) agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any other way violate Title VII of the 1964 Civil Rights Act.

VIII. RELATIONSHIP TO PARTIES

The parties shall not be considered joint ventures, partners, agents, servants or employees of each other for

any purpose and the parties disclaim any intention to create any such relationship between them.

IX. NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by fax, telex, or telegram; or (iii) upon receipt if sent by U.S. mail postage prepaid, registered or certified return receipt requested mail. Each such notices shall be sent to the party at its regular business address set forth below or to any other address as the party may designate by notice delivered pursuant hereto:

As to UNIVERSITY:

Monty Bennett, Director
Department of Procurement, Disbursements and Contract Services
Eastern Illinois University
600 Lincoln Avenue
Charleston, Illinois 61920
217-581-5313

X. As to *(Name of Company)*:
(Contact Name)
(Address)
(City, State, Zip)
(Phone)

XI. GOVERNING LAWS

This agreement shall be governed by and enforced in accordance with the substantive laws of the State of Illinois, without reference to the principles governing the conflict or choice of laws applicable in that or any other jurisdiction. Venue shall be in Coles County, Illinois.

XII. ASSIGNMENT

No assignment by *(Company Name)* of this agreement or any funds due or to become due shall be valid unless consented to in writing by UNIVERSITY.

WHOLE AGREEMENT

This document together with the RFP, *(Name of Company)* response to the RFQ, and all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both

XIII. EXECUTION

IN WITNESS WHEREOF, the agreement has been duly executed as of the date first written above.

Company Name

**Board of Trustees of
Eastern Illinois University**

By: _____
Name *Printed Name*
Title *Printed Title*

By: _____
Name: Monty Bennett
Title: Director Department of Procurement,
Disbursements and Contract Services

EXHIBIT A

VENDOR CERTIFICATIONS:

EMPLOYMENT STATUS: The vendor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

EDUCATIONAL LOANS: Vendor certifies this Agreement is not in violation of Educational Loan Default Act (5 ILCS 385) prohibiting certain contracts to individuals who are in default on an educational loan.

ANTI-BRIBERY: Vendor certifies neither vendor nor any person associated with it has been convicted of bribery or attempting to bribe an officer or employee of this State nor has made admission of guilt of such conduct (30 ILCS 500/50-5(a)).

BID-RIGGING/BID ROTATING LAW: Vendor certifies neither vendor nor any person associated with it has been barred from contracting with a unit of State or local government as result of violation of Section 33E-3 or 33E-4 of Criminal Code of 1961 (720 ILCS 5/33E-3 & 5-33E-4).

FELONY: The vendor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and also certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The vendor acknowledges that the University shall declare the contract void if this certification is false.

DRUG FREE WORKPLACE: (30 ILCS 580) requires in part, that vendors with 25 or more employees will provide a drug free workplace as provided in Drug Free Workplace Act. These requirements apply to orders of \$5,000 or more.

RECORDS RETENTION: In accordance with 30 ILCS 500/20-65, vendor (and any subcontractors) shall maintain, for a minimum of 3 years after completion of Agreement, adequate books, records & supporting documents to verify amounts, receipts, & uses of all disbursements of funds passing in conjunction with this Agreement. Records shall be available for review & audit by Auditor General. If this order is funded from contract/grant funds provided by the U.S. Government, the order, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. Vendor agrees to cooperate fully with any such audit & shall provide full access to all relevant materials. Failure to maintain records required by this provision shall establish a presumption in favor of the State for recovery of any funds paid by State under Agreement for which adequate records are not available to support their purported disbursement.

BOYCOTT: In accordance w/Public Act 88-671, vendor certifies neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of provisions of U. S. Export Administration Act of 1979 or the regulations of U S Department of Commerce promulgated under that Act. This certification applies only to purchase orders which exceed \$10,000.

UNLAWFUL DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: Vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), The U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", and its amendments and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this order.

CONFLICT OF INTEREST: Vendor certifies it is not a State of Illinois employee, nor is any State of Illinois employee entitled to more than seven & one half percent (7 ½%), or together with a spouse or minor child more than fifteen percent (15%), of the total distributable income of Seller (30 ILCS 500/50-13).

FUNDING OUT CLAUSE: Obligations of the State shall cease immediately without penalty or future payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for purchase.

PRINTING SERVICE: If order is \$2,000 or more, employees who are to produce the printing are receiving the prevailing wage rate & are working under conditions prevalent in the locality where the work is to be performed (30 ILCS 500/25-60). Unless otherwise indicated, printing must be produced using soybean oil-based ink (50 ILCS 520/10).

PREVAILING WAGE: When applicable, all vendors must include payment of prevailing wages to all workers, in accordance with the Illinois Department of Labor, Rules and Regulations and the Current Prevailing Wage Rate Table for Coles County, Illinois (820 ILCS 130/3 et. Seq.).

LABOR CERTIFICATION: The vendor certifies in accordance with 30 ILCS 583/10 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.

ENVIRONMENTAL CERTIFICATION: The vendor certifies in accordance with 30 ILCS 500/50-14 that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act

for a period of five years prior to the date of the bid or contract. The Vendor acknowledges that the University shall declare the contract void if this certification is false.

PRICES: The commodities and/or services furnished on this order shall not exceed those charged to your most favored customer for like commodities and/or services under similar circumstances.

RECYCLED MATERIALS (30 ILCS 500/45-30): When a public contract is to be awarded to the lowest responsible bidder, an otherwise qualified bidder who will fulfill the contract through the use of products made of recycled materials may, on a pilot basis or in accordance with a pilot study, be given preference over other bidders unable to do so, provided that the cost included in the bid of products made of recycled materials is not more than 10% greater than the cost of products not made of recycled materials.

DEBT CERTIFICATION: The vendor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it 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. Section 50-12 prohibits a person from entering into a contract with a State agency if it, 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 vendor further acknowledges that the University may declare the contract void if the preceding certification is false or if the vendor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

PROHIBITION OF GOODS FROM CHILD LABOR: The vendor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, material, 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.

PLEASE NOTE: Eastern Illinois University pays all invoices in accordance with the State of Illinois Prompt Payment Act (30 ILCS 540).

IF THIS CONTRACT IS FEDERALLY FUNDED, THE VENDOR CERTIFIES THAT:

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): Vendor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c): (pertains to construction or repair contracts over \$2,000) The vendor and its subcontractors certifies that it complies with the Copeland Anti-Kickback Act which provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333): (pertains to construction contracts over \$2000 and mechanics and laborers contracts over \$2500) Vendor certifies that it complies with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act. Section 102 requires contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1 ½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: (pertains to contracts for performance of experimental, developmental, or research work) Any resulting contract or agreement for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401.

CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended: (pertains to contracts over \$100,000) Vendor certifies that it and its subcontractor(s) comply with all applicable standards, orders or regulations issued pursuant to this Clean Air Act and this Federal Water Pollution Control Act.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): (pertains to contracts over \$100,000.) Vendor and its subcontractors certify that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The contractor and its subcontractor(s) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

MINORITY OWNED BUSINESS means a business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock which is owned by one or more minority persons & the management & daily operations of which are controlled by one or more of the minority individuals who own it. Minority shall mean a person who is a citizen or lawful permanent resident of the United States & who is Black, Hispanic, Asian American, American Indian or Alaskan Native. For clarification of ethnic categories, contact the Minority & Female Business Enterprise Division of the Illinois Department of Central Management Services. New State of Illinois legislation (Public Act 87-701) amends the BEP Act to include qualified disabled persons as a minority group.

_____ Check here if you have been certified by the Minority & Female Business Enterprise Division of the IL Dept of Central Management

Services & show your BEP # _____. We reserve the right to verify this information with CMS.
Public Act 87-701 states the BEP goal for State contracts is 19 % and requires that at least 1/6 of the total amount of State contracts awarded under the BEP Act shall be awarded to businesses controlled at least 51 percent owned by disabled persons, or to not-for-profit agencies employing disabled persons. ****WE ARE REQUIRED BY STATE LAW TO PROVIDE THIS INFORMATION TO THE MINORITY & FEMALE BUSINESS ENTERPRISE DIVISION.****

TAXPAYER IDENTIFICATION NUMBER (TIN): Enter taxpayer identification number in appropriated space on Bid Form. For individuals & sole proprietors, this is social security number. For other entities, it is employer identification number. Federal Employer Identification number (FEINs) must not be used for sole proprietorships. If you fail to furnish correct TIN to Agency, you are subject to an IRS penalty of \$50 for each such failure unless your failure is due to reasonable cause & not to willful neglect.

WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY RESULT IN CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.

LEGAL STATUS: Under penalties of perjury, I certify _____ is my correct Federal Taxpayer Identification Number. If using SS# as your FEIN, state name that coincides with SS# _____.

I am doing business as a: (CHECK WHERE APPROPRIATE)

Individual

Governmental Entity

Not-for-Profit Corporation

Sole Proprietorship

Real Estate Agent

Tax Exempt Organization (IRC 501)(a) only

Corporation

Trust or Estate

Medical & Health Care Services Provider

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.

Check the statement below that applies to the articles you are offering in this bid/proposal:

For the purpose of this question, "manufactured in the United States" means in the case of assembled articles that final assembly occurred in the United States.

___ **We certify that all offered articles were/will be manufactured in the United States.**

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

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

COMPANY NAME _____ TELEPHONE _____

FAX _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL _____

SIGNATURE _____ Title _____ Date _____

PRINT NAME _____

EXHIBIT B

DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS

Insert Financial Interest and Potential Conflicts of Interest Disclosures

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

You may complete this form online, but you must print off the completed document, sign and return with your RFP documents.

EXHIBIT C
BIDDER'S APPLICATION

Insert Bidder's Application Form

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

You may complete this form online, but you must print off the completed document, sign and return with your RFP documents.

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

☐ Please check if you are submitting a no bid.	EASTERN ILLINOIS UNIVERSITY DEPARTMENT OF PROCUREMENT, DISBURSEMENTS AND CONTRACT SERVICES ROOM 1135 OLD MAIN 600 LINCOLN AVENUE CHARLESTON, ILLINOIS 61920
Bid /RFP #	RFP3419
Bid Due Date:	Wednesday, October 3, 2007 at 2:00 pm prevailing time