



Purchasing Division  
 Tech Plaza, Suite 212  
 616 East Green Street  
 Champaign, IL 61820-5752

# Sealed Bid Proposal

No **1JAM914**

January 28, 2008  
 Bid Proposal Date

February 12, 2008  
 Date Bid Due

Bid is due by  
 2:00 PM Local  
 Time

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Suite, PO Box # \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Deliveries are to be Urbana Champaign unless otherwise designated.

F. O. B. Delivered

Shipping Point \_\_\_\_\_

Shipping Weight \_\_\_\_\_

Delivery Time \_\_\_\_\_  
 (Time required after receipt of order)

Payment Terms \_\_\_\_\_ % \_\_\_\_\_ days  
 (discount)

Net \_\_\_\_\_ days

The undersigned offers the prices, terms, and delivery in this bid proposal.

Vendor Name \_\_\_\_\_

(Signature of responsible officer)

Fein/Social Security No. \_\_\_\_\_  
 Required (9 digits)

Date \_\_\_\_\_

THE FOLLOWING GENERAL TERMS AND CONDITIONS WILL APPLY  
 UNLESS OTHERWISE SPECIFIED IN THE BID PROPOSAL

THIS TRANSACTION is subject to *Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education*.

TAXES: Sales to the University are exempt from Illinois R.O.T., Use, S.O.T., Service Use Tax, and Leasing Tax. FEDERAL TAXES are exempted. Certificate will be furnished upon request. SPECIFICATIONS: Unless otherwise indicated, any reference to trade names and specific manufacturers' numbers or descriptions are used to establish minimum quality and/or performance characteristics. Any commodity (or service) of an approved equal or better will be considered. Give complete specifications for any substitutions offered. TIME is of essence, therefore accurate delivery schedules may be considered in making an award. DISCOUNTS for prompt payment shall be shown hereon. Discount periods will be computed from the date when acceptable merchandise has been received, or receipt of invoice, whichever is later. PACKING, DEPOSITS and OTHER COSTS will not be allowed in billing unless included in your Bid Proposal. SHIPMENTS are to be fully insured and made by the most expeditious method consistent with customs of the trade, terms of the Bid Proposal, weight and value of the merchandise and current tariff regulations. STANDARD WARRANTIES must be stated. When appropriate, you may submit your Bid Proposal on any of the items listed, and we also reserve the right to accept or reject all or part of your offer.

Buyer **J.A. McArthur**

Description	Quantity	Units	Unit Price	Amount
<p><b>Note: Respondent must complete the enclosed <u>Vendor's Disclosure of Financial Interests</u> form. Failure to complete and return this form with your offer will result in your offer being considered as "non-responsive" to this solicitation.</b></p> <p><b><u>AVAILABILITY OF DOCUMENTS:</u></b> All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at: <a href="http://www.procure.stateuniv.state.il.us">http://www.procure.stateuniv.state.il.us</a></p> <p>Firms 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. Any firm receiving a copy of procurement documents from a third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. The issuing University is not responsible for insuring that all or any procurement documentation is received by a firm that is not formally registered with the issuing University.</p> <p>Furnish and deliver audio visual equipment, as per the attached Listing / Specifications, General Conditions and Bidder Information Pages.</p>				

**NOTES:**

**All pricing should be FOB Delivered to Urbana-Champaign, Illinois.**

The items identified are for various audio visual manufacturers; items equal to or better than those identified will be considered. If vendors are offering alternates, it is the vendor's responsibility to provide all information about the equipment offered, including detailed specifications for the brand you are offering that demonstrate how it is equal to or better than the manufacturer listed. Vendors not providing this information **may be considered non-responsive.**

Questions regarding the Biamp specifications in Section 1 may be directed to **Bruce Stimpson**, [bstimpson@biamp.com](mailto:bstimpson@biamp.com) reference **UI1207**.

Questions regarding the Oxmoor specifications in Section 10 may be directed to **Custom Order Contact** [jbennett@oxmoor.com](mailto:jbennett@oxmoor.com).

All sections listed in the pricing/specification portion of this bid document are arranged by manufacturer. The award will be made by section or multiple sections combined, whichever is in the best interest of the University.

**PRICING SUMMARY**

**FOR EACH SECTION**, insert section total or no bid below in column A. In column B insert the number of weeks after receipt of order that you would be able to provide the specified product.

	<u>A</u>	<u>B</u>
Section 1: \$	_____	_____
Section 2: \$	_____	_____
Section 3: \$	_____	_____
Section 4: \$	_____	_____
Section 5: \$	_____	_____
Section 6: \$	_____	_____
Section 7: \$	_____	_____
Section 8: \$	_____	_____
Section 9: \$	_____	_____
Section 10: \$	_____	_____
Section 11: \$	_____	_____
Section 12: \$	_____	_____
Section 13: \$	_____	_____
Section 14: \$	_____	_____
Section 15: \$	_____	_____

If awarded all fifteen sections, will you provide an additional discount off of the total cost? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, list the additional discount \_\_\_\_\_%

		<b><u>Section 1: Manufacturer: BIAMP</u></b>				
	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	CM or equal	AudiaFLEX frame CM,Cobranet CM1	7	ea	_____	_____
Item 2:	IP2 or equal	2-channel Input module, Mic/Line Inputs	55	ea	_____	_____
Item 3:	AEC2HD or equal	2-channel Input module AEC, Wideband AEC Inputs	4	ea	_____	_____
Item 4:	TI-2 or equal	Telephone Interface, Tel Inputs and Outputs	1	ea	_____	_____
Item 5:	OP2e or equal	2-channel Output module	24	ea	_____	_____
Item 6:	NPS-1 or equal	Networked paging station, Page mic inputs	1	ea	_____	_____
Item 7:	601 or equal	6 channel mic/line mixer	1	ea	_____	_____

		<b><u>Section 2: Manufacturer: Christie</u></b>				
	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	DW5k or equal	Projector 5000L with LENS 4.1-6.9:1 HD #104-1151-1-01	2	ea	_____	_____

**Section 3: Manufacturer: Crown**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	CTS1200 or equal	600-watt; 70-volt; 2-channel power amplifier	6	ea	_____	_____

**Section 4: Manufacturer: Da-Lite**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	99779 or equal	Professional Electrol® - HDTV Format 106" x 188" Matte White	2	ea	_____	_____
Item 2:	84329 or equal	Tensioned Advantage Electrol - HDTV Format 78" x 139" Matte White	6	ea	_____	_____
Item 3:	84328 or equal	Tensioned Advantage Electrol - HDTV Format 65" x 116" Matte White	1	ea	_____	_____
Item 4:	84326 or equal	Tensioned Advantage Electrol - HDTV Format 52" x 92" Matte White	5	ea	_____	_____

**Section 5: Manufacturer: Denon**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	DCM-290P or equal	CD Auto Changer with MP3 and WMA (Windows Media Audio) decoders	1	ea	_____	_____

**Section 6: Manufacturer: Draper**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	SLX17 or equal	Motorized Ceiling-Recessed Video Projector Lift Draper SLX 17 Lift, LVC-III, Size U Ceiling Closure Kit, Accepts ceiling tile, Plenum Housing	2	ea	_____	_____
Item 2:	SLX17 or equal	Motorized Ceiling-Recessed Video Projector Lift Draper SLX 17 Lift, LVC-III, Size U Ceiling Closure Kit, Accepts ceiling tile, Plenum Housing, SMS Low Profile Projector Bracket	3	ea	_____	_____

**Section 7: Manufacturer: Innovox**  
**Audio**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	SF Flex SoundFrame LG71PY1M or equal	Speaker for LG Flat Panel Display model 71PY1M	2	ea	_____	_____

**Section 8: Manufacturer: LG**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	71PY1M or equal	Display 71 inch Plasma	1	ea	_____	_____

**Section 9: Manufacturer: Marshall**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	V-R102DP-2C or equal	2-Screen Confidence Monitor	1	ea	_____	_____
Item 2:	V-R43P or equal	3-Screen Preview Monitor	1	ea	_____	_____

**Section 10: Manufacturer: Oxmoor**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	Spot-1 or equal	Infrared Emitter Panel	25	ea	_____	_____

**Section 11: Manufacturer:**

**Sennheiser  
Description**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	SI 1015/NT or equal	IR Wideband Modulator w/NT1015 Power Supply	13	ea	_____	_____
Item 2:	GA 1031 CC or equal	Rack adapter, half rack	1	ea	_____	_____
Item 3:	HDI302 or equal	Two channel stethophone receiver	10	ea	_____	_____
Item 4:	L151-10 or equal	Charger for 10 batteries	1	ea	_____	_____

**Section 12: Manufacturer: Sony**

**Description**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	EVI-HD1 or equal	High Definition Color Pan/Tilt/Zoom Camera	2	ea	_____	_____

**Section 13: Manufacturer: Tandberg**

**Description**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	6000 MXP or equal	Videoconference Codec	2	ea	_____	_____
Item 2:	1138562 or equal	Bandwidth Package 786 kbs	2	ea	_____	_____

Item 3:	500060 or equal	Ceiling Microphone	2	ea	_____	_____
Item 4:	113838MS or equal	Multisite Package	2	ea	_____	_____
Item 5:	113828NPP or equal	Natural Presenter Package	2	ea	_____	_____

**Section 14: Manufacturer: Tannoy**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	CMS 801 DC BM or equal	8" Ceiling Loudspeaker w/ integral back can	78	ea	_____	_____

**Section 15: Manufacturer: Wohler**

	<b>Model</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Item 1:	AMP1A-LP or equal	Self powered speaker system	3	ea	_____	_____





**BIDDER INFORMATION**

Bidder must provide the following information as part of this proposal:

1. Vendor Sales Representative

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. References of your current customer(s) of items proposed herein:

a. Federal or State Agency

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

b. Large Company

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

c. University or College

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**SPECIAL TERMS AND CONDITIONS**

1. Model numbers used are for informational purposes. Items equal to or better than the specified will be considered. If you are offering alternate brands, you must attach all specifications and color charts for the brand you are offering. List below the brand you are offering. Add additional sheets if necessary.

MANUFACTURER \_\_\_\_\_

(Brand Name) \_\_\_\_\_

(Model) \_\_\_\_\_

2. The University reserves the right to reduce the total quantity ordered to stay within the budget. Any quantity reductions will be the sole discretion of the University.

**NOTE:** Please indicate that your prices will remain firm if the University chooses to reduce Quantities.  
\_\_\_\_\_ Yes \_\_\_\_\_ No.

The University may consider your bid non-responsive if your prices are not firm.

3. Do you agree to extend this offer for additional product on orders placed using this proposal within three months after the original order? Yes \_\_\_\_\_ NO \_\_\_\_\_

**WARRANTY AND SERVICE INFORMATION**

The information provided below must be completed and accurate and may be used in evaluating the offers received.

**WARRANTY: (To be completed by vendor)**

LENGTH OF WARRANTY

\_\_\_\_\_ months labor

\_\_\_\_\_ months parts

\_\_\_\_\_ months travel

COVERAGE:

List any exclusions or limitations that apply to your warranty (e.g., expendables [give details], on call hours, etc.)

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EXTENDED WARRANTY:

Is extended warranty available on the equipment offered?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, indicate the current cost for the following duration(s) of warranty extension:

\$ \_\_\_\_\_ 12 month warranty extension

\$ \_\_\_\_\_ 24 month warranty extension

## GENERAL TERMS AND CONDITIONS

1. **Vendor's Disclosure of Financial Interests:** The respondent must complete and return the enclosed "**VENDOR'S DISCLOSURE OF FINANCIAL INTERESTS**" 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 purpose. 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>
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 a 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 Exceptions to Specifications 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 an authorized official of the respondents' organization.
7. **Offer Acceptance:** All responses should be firm for acceptance for a period of 90 days.
8. **Contacts:** Questions regarding technical information should be addressed to Dan Doolen at 217-333-4114.  
  
Questions regarding bidding, proposals or procedures should be addressed to Jason McArthur at 217-333-3766.
9. **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 the University of Illinois. 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.

10. **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.
  
11. **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 inquires must reference the date of opening and 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.
  
12. **Quality:** It is the intention of the University of Illinois to purchase high quality material and/or services and evaluation of responses will be made on this basis.
  
13. **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.
  
14. **Warranty:** If applicable, indicate repair service availability for items offered and conditions of warranty.
  
15. **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 the University of Illinois caused by this computer problem shall be borne by the respondent.
  
16. **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 are 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.

17. **Shipment Routing:** The University reserves the right under terms of this 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 states from which shipment(s) will originate.
18. **Additional Expenses to the University:** The successful respondent will be required to replace at no charge to the University of Illinois (including freight and handling) any shipment in which defects or damages are discovered and/or merchandise is non-conforming to specifications, after the shipment has been received. Respondent must address these defects or damage complaints within 7 working days of such complaints.
19. **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 respondents' responsibility to have the necessary Certificate of Insurance on file before commencing installation.
20. **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.
21. **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.
22. **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.
23. **Compatibility:** Compatibility with existing departmental equipment and inventories may be a factor in making the award(s).
24. **Delivery Schedule:** Time is of the essence and delivery schedules may be considered in the overall analysis.
25. **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.
26. **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.

27. **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.
28. **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 the University of Illinois.
29. **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 the University of Illinois.
30. **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 customer.
31. **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.
32. **Cancellation for cause:** Any purchase agreement or contract arising from this solicitation will be subject to cancellation by the University of Illinois upon written notice and without penalty to the University of Illinois if, in the opinion of the University of Illinois, the quality, delivery schedule, specifications, terms, conditions, and other service requirements are not maintained as originally stated and accepted by the vendor.
33. **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.
34. **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.
35. **Taxes:** Sales to the University, unless otherwise stated, are exempt from Illinois R.O.T. and Federal Taxes. The University of Illinois tax exempt number is E9989-9779-05.

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.



COMPLIANCE WITH LAWS, REGULATIONS AND LABOR AND EMPLOYMENT PROVISIONS:

The Contractor agrees to comply with all laws, statutes, regulations, ordinances, rulings, or enactments of any governmental authority that are applicable to the work or which in any way pertain to the project including, without limiting the foregoing thereto, the following State of Illinois statutes:

- a. "An Act concerning Construction contracts; responsible bidder requirements (30 ILCS 500/30-22). To be considered a responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:
- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
  - (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
  - (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
  - (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
  - (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
  - (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt or use of federal funds in support of such a project. (Source: P.A. 93-642, eff. 6-1-04.)

- b. "AN Act concerning the distribution of certain federal grants and the employment of Illinois workers" (30 ILCS 570). The Act requires the employment of only Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except when qualified Illinois laborers are unavailable or incapable of performing the particular type of work involved. The term "Illinois Laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The term "labor" is defined to include all manual or nonmanual labor, whether skilled, semiskilled or unskilled. An exception to the above requirement is permitted by the statute in that the Contractor may place up to three of his regularly employed non-resident executive and technical experts on the job (six in some specific instances), even though they do not qualify as Illinois laborers.
- c. "AN Act to give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivision" (330 ILCS 55). This Act requires that preference in employment on public works to be given qualified veterans of wartime military or naval service who were honorably discharged therefrom, including persons on inactive or reserve duty, who are residents of the district where the work is to be done. It is not required that nonresident veterans be given preference over nonveteran residents.
- d. "AN Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works" (755 ILCS 10). This Act requires that no person may be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner in connection with the contracting for or the performance of any work or service of any kind, by, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof and that no

contractor, subcontractor or person on behalf of either shall discriminate against or intimidate any employee for such reason, and provides penalties and recoveries for violation of its provisions.

- e. The Illinois Human Rights Act (775 ILCS 5). The purpose of this Act is to secure for all individuals within Illinois the freedom from sexual harassment, from discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service in connection with employment, real estate transaction, access to financial credit, and the availability of public accommodations. The Illinois Department of Human Rights and the Illinois Human Rights Commission are assigned duties for the enforcement of the Act. Violation of the Act might result in penalties, including the payment of damages, termination of public contract or prohibition from participating in public contracts for up to three years.
  
- f. "AN Act regulating wages of laborers, mechanics and other workmen employees in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works" (8201 ILCS 130). This Act requires that wages not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work in that locality shall be paid to all laborers, workmen and mechanics employed on the work (a determination of the prevailing rates for all crafts is, as required by the Act, on file at the University of Illinois Personnel Services Office, Gregory Drive, Champaign, Illinois). It is further required by the Act and by these General Conditions that the Contractor and each of his subcontractors shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workmen and mechanics employed by them in connection with the work, and showing also the actual hourly wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Director of the Department of Labor of the State of Illinois and his deputies and agents. "Prevailing rate of wages" mean the hourly cash wages, plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of similar character.

"NOTE: The above labor clauses apply to all trade labor employed in the installation of purchased goods on University property and includes the unloading of trucks and other service vehicles if required as part of the contract (award)."

- g. "AN Act relating to the health and safety of persons employed, vesting in the industrial commission power to make reasonable rules relating thereto; providing for the enforcement thereof; and repealing certain acts herein named (820 ILC0S 225/01/5). This Act makes it the duty of every employer under the Act to provide reasonable protection to the life, health and safety and to furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to these employees and requires that occupational safety and health standards be complied with.

The above explanations of these Acts are much condensed and not intended to be a complete detailed account of all duties imposed thereby, and hence by these General Conditions, upon the Contractor. The Contractor agrees to, and shall comply with all of the provisions of the above Acts, whether herein set forth or not, as well as with the provisions of all other applicable legislation and regulations promulgated thereunder, and especially agrees to keep the records described in paragraph (e) and pay the prevailing rate of hourly wages as required.

The Contractor shall carry insurance to cover any injuries to his employees or damage to University property.

INDEMNITY AGREEMENT AND LIABILITY INSURANCE:

The Contractor shall indemnify and hold harmless the Owner and Owner's agents, servants and employees against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under the Contract by the Contractor or his Subcontractors or due to or arising in any manner from the wrongful act or negligence of the Contractor or his Subcontractors or any employee of any of them.

If required under the terms of award or if work on any University property is to be performed by the Vendor/Contractor, the Vendor/Contractor receiving the award shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits 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*. The Vendor/Contractor must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

- A. Worker's Compensation  
(including Occupational Disease) - Statutory Limits  
  
Employer's Liability (Part B) - \$500,000 Policy Limit

- B. Commercial General Liability  
(including Products & Completed Operations)  
Combined Single Limit - \$1,000,000 per occurrence  
OR  
Bodily Injury: \$1,000,000 per occurrence, and  
Property Damage: \$1,000,000 per occurrence

- C. Commercial Automobile Liability  
Combined Single Limit - \$1,000,000 per occurrence  
OR  
Bodily Injury: \$1,000,000 per occurrence, and  
Property Damage: \$1,000,000 per occurrence

Assigned subcontractors must comply with the same insurance coverage requirements as the Vendor/Contractor. Subcontractors shall submit the required Certificate of Insurance through the primary Vendor/Contractor.

With respect to the required Commercial General Liability insurance, *The Board of Trustees of the University of Illinois* shall be named as an additional insured. In order to meet this requirement, the following wording should appear on any Certificate of Insurance provided: "**The Board of Trustees of the University of Illinois is an additional insured for any liability incurred by the University arising from the activities of the Vendor/Contractor and/or Subcontractor performing work on behalf of the Vendor/Contractor.**" Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

INDEMNITY AGREEMENT AND LIABILITY INSURANCE (Continued):

The Vendor/Contractor shall furnish the University of Illinois, Purchasing Division, Tech Plaza, Suite 212, 616 East Green Street, Champaign, IL 61820-5752 any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the vendor/contractor shall not be deemed a waiver by the University.

Failure to comply with insurance requirements may be regarded as a breach of contract terms.

**Any Purchase Order Number and/or Contract Number that is the basis for issuance of the Certificate must be indicated on the Certificate of Insurance provided to the University.**

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**ADDITIONAL REQUIREMENTS AND CERTIFICATIONS**

**Illinois Department of Human Rights (IDHR) Eligibility:**

Illinois Department Of Human Rights (IDHR) Eligibility Number \_\_\_\_\_  Exempt

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 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, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312) 814-2431, TDD (312)263-1579, or www.state.il.us/cms/purchase/download. All persons (or firms) employing 14 or fewer individuals at any time during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box above.

**Taxpayer Identification Certification:**

The Internal Revenue Service requires that the University request the following certification. See instructions below for completing the certification.

Under penalties of perjury, I certify that no \_\_\_\_\_  
is my correct Federal Taxpayer Identification Number. I am doing business as a (check one):

- |                                  |  |
|----------------------------------|--|
| _____ Individual                 | _____ Real Estate Agent                              |
| _____ Sole Proprietorship        | _____ Governmental Entity                            |
| _____ Partnership                | _____ Tax Exempt Organization <b>IRC 501(a) only</b> |
| _____ Corporation                | _____ Trust or Estate                                |
| _____ Not-for-profit Corporation | _____ Services Provider Corporation                  |
| _____ Medical and Health Care    |  |

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Instructions:**

Enter your Taxpayer Identification Number (TIN) in the appropriate space. For individuals and sole proprietors, this is your Social Security Number. For other entities, it is your employer identification number. Federal Employer Identification Numbers (FEIN's) must not be used for sole proprietorships.

If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for Social Security Number 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.

To complete the certification if you do not have a TIN, fill out the certification indicating that TIN has been applied for, sign and date the form, and return it to the University. As soon as you receive your TIN, fill out another such form including your TIN, sign and date the form, and return it to the University.

If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Willfully falsifying TIN related certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.**

**Contact Information:** Respondent's phone number to place orders: 800-\_\_\_\_\_

If no 800 number: \_\_\_\_\_ FAX number: \_\_\_\_\_

Sales representative's e-mail: \_\_\_\_\_

**Procurement Card:** Does respondent accept Procurement Cards (Master Card). Yes \_\_\_\_\_ No \_\_\_\_\_.

**Payment Terms:** Payment(s) in relation to any award for this proposal are subject to the State Prompt Payment Act (30 ILCS 540). Prompt payment discounts, of less than 30 days, will not be considered for evaluation purposes, however, applicable discount(s) will be taken if processed within the stated time limit.

**Antibribery:** The respondent certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act (30 ILCS 500/50-5(a)).

**Bid Rigging:** The respondent certifies that it has not been barred from contracting with a unit of State or Local Government as a result of a violation under 720 ILCS 5/33E-3 (bid rigging prohibition) or 33E-4 (bid rotating prohibition) (Criminal Code of 1961, as amended).

**Felony Certification:** The respondent 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 respondent acknowledges that the contracting agency shall declare the contract void if this certification is false.

**Drug Free Workplace:** The respondent certifies it has read the Drug Free Workplace Act (30 ILCS 580/1) and is, or will be, in compliance with the Act on the effective date of the award of this contract. The Drug Free Workplace Act requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that individuals with contracts not engaged in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. These requirements apply to contracts of \$5,000.00 or more.

**International Boycott:** The respondent certifies 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 that Act. (30 ILCS 582/1).

**Educational Loan Default:** The respondent certifies that he/she is not in default for a period of six months or more and in the amount of \$600.00 or more on the repayment of any educational loan guaranteed by the State Scholarship Commission or made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education. This clause is not applicable to corporations or partnerships (5ILCS 3 85/3).

**Records Retention:** (30 ILCS 500/20-65) requires that the respondent who receives a contract as a result of this proposal, shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the respondent agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Act shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

**State Preference Percentage:** If respondent is an out-of-state vendor (not having an establishment for transacting business within Illinois), and if respondent's state has a preference law favoring in-state vendors, what is the percentage preference? \_\_\_\_\_%

**Recycling:** Packaging which is readily recyclable, made with recyclable materials, and designed to minimize potential adverse effects on the environment when disposed of by incineration or in a landfill is desired to the extent possible. Product(s) offered which contain recycled materials may be acceptable provided they meet all pertinent specifications and performance criteria outlined in this proposal. If the product(s) offered are manufactured utilizing recycled materials, identify the percentage composition and nature of the recycled content:

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**Non-Discrimination, Certification, and Equal Employment Opportunity:** The contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section n 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," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

The contractor agrees to incorporate this clause into any approved subcontracts under this Contract.

**Alteration/Modification of Original Documents:** The contractor 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. Contractor 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.

**Contract Debt Certification:** The respondent certifies that it, or any affiliate, is not barred from being awarded a contract under Section 30 ILCS 500/50-11 (b) of the Illinois Procurement Code, as amended. 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. The respondent further certifies that the University may declare any resulting award of this Bid/Request for Proposal (RFP) void if the certification completed pursuant to this subsection (b) is false. 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 respondent further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### **Environmental Certification**

The contractor 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 contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### **Labor Certification**

The contractor 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.

You may use the Bidder Application and Financial Disclosure Forms in two ways:

- Enter your information online. Print the form, sign, and mail to the appropriate university.
- Print the form, enter your information, sign, and mail to the appropriate university.



# Financial Interests and Potential Conflicts of Interests Disclosures

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

You can use this form in two ways:

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

*The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified in this form.*

## STEP 1 – SELECT THE DOCUMENTATION YOU ARE SUBMITTING

### ▶ Publicly Traded Entities – Select one.

I have attached a copy of the corporate Form 10-K

I am going to complete Step 2 for each qualifying individual.

### ▶ Privately Held Entities (with more than 400 shareholders)

I am going to complete Step 2 for each qualifying individual and have attached information that would be included in a Form 10-K.

### ▶ Privately Held Entities (with less than 400 shareholders)

I am going to complete Step 2 for each qualifying individual.

## STEP 2– LIST INDIVIDUALS WITH FINANCIAL INTERESTS IN YOUR COMPANY OR BUSINESS

No individuals have an ownership value or distributive income share of more than 5% or \$90,414.60. Proceed to Step 4.

I have entered below those individuals with an ownership or distributive income share of more than 5% or \$90,414.60 in this company (use codes in blue below).

Financial Interest of Ownership*	Name (Create a separate Step 3 page for each individual.)	Address	Type of Ownership/ Distributable Income Share**	Ownership interest in the vendor (or its parent)
				%
				Amt
				%
				Amt
				%
				Amt
				%
				Amt
				%
				Amt

Attach additional pages if needed.

### \*Financial Interest of Ownership Code (Use all that apply):

- 1 = Ownership exceeding 5%
- 2 = Ownership value exceeding \$90,414.60
- 3 = Distributive income share exceeding 5%
- 4 = Distributive income share exceeding \$90,414.60

### \*\*Type of Ownership/Distributable Income Code:

- 1 = Sole proprietorship
- 2 = Stock
- 3 = Partnership
- 4 = Other (Explain)

### STEP 3 – DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR EACH INDIVIDUAL NAMED IN STEP 2

For each of the individuals identified in Step 2, indicate which, if any, of the following beneficial relationships could be a potential conflict of interest. If "Yes," please use the space under the section to describe—attach additional pages as necessary.

Name of Individual

- |   |     |    |
|---|-----|----|
| a. State employment, currently or in the previous 3 years, including contractual employment of services.  | Yes | No |
| b. State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.   | Yes | No |
| c. Elective status; the holding of elective office of the State of Illinois, the government of the United States any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  | Yes | No |
| d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes | No |
| e. Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes | No |
| f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes | No |
| g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  | Yes | No |
| h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  | Yes | No |
| i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.  | Yes | No |
| j. Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.                             | Yes | No |

## STEP 4 – LIST CURRENT AND/OR PENDING CONTRACTS WITH OTHER STATE UNITS

### ▶ Current Contracts

Do you have any current contracts, leases, or other on-going procurement relationships with other units of State of Illinois government?

No.

Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Contract Total
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### ▶ Pending Contracts or Proposals

Do you have any pending contracts, proposals, leases, or other on-going procurement relationships with other units of State of Illinois government?

No.

Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Est. Contract Total
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## STEP 5 – SIGN FORM

Name of Vendor or Contracting Entity

Official authorized to sign on behalf of vendor:

Name	Title
Signature	Date

**If you do not complete and return this form with your response, you will be considered as “non-responsive” to this solicitation.**

You may use this Bidder Application Form in two ways:

- Enter your information online. Print the form, sign it, and mail to the appropriate university.
- Print the form, enter your information, sign it, and mail it to the appropriate university.

## Bidder Application Form

### Illinois Public Higher Education (IPHE)

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

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

Today's date: \_\_\_\_\_ This application is:      Initial application      Revision of previously submitted application

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

Director of Purchases Chicago State University 9501 King Drive Chicago, IL 60628-1598  Director of Purchases Eastern Illinois University Room 113 Old Main Charleston, IL 61920-3099  Purchasing Office Governors State University University Park, IL 60466-0975  Director of Purchases 1220 Illinois State University Normal, IL 61790-1220  Director of Purchasing Purchasing Department Northeastern Illinois University 5500 North St. Louis Avenue Chicago, IL 60625-4699	Director of Procurement Services Northern Illinois University Lowden Hall, Room 107 DeKalb, IL 60115  Director of Purchasing Southern Illinois University Bldg 108 - Miles Hall Carbondale, IL 62901-6813  Director of Purchasing Southern Illinois University Box 1012 Edwardsville, IL 62026-1012  Director of Procurement Services SIU Medical School P.O. Box 19605 Springfield, IL 62794-9605	Director of Purchases University of Illinois at Chicago Room 312 - M.A.B. (MC-560) 809 South Marshfield Avenue Chicago, IL 60612-7203  Purchasing Office University of Illinois at Springfield One University Plaza MS BSB 106 Springfield, IL 62703-5407  Director of Purchases University of Illinois at Urbana- Champaign Purchasing Division 616 E. Green, Suite 212 Champaign, IL 61820-5752  Director of Purchases Western Illinois University One University Circle Room 227 Sherman Hall Macomb, IL 61455-1390
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If you wish to be included on the bid list for other universities, copy this form and submit it to the other universities.

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

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

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

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

FEIN:

SSN:

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

IDHR Contractor Registration Number:

Exempt

If you employ 15 or more individuals and wish to bid on State of Illinois contracts, IDHR requires that you file an Employers Report Form - Form PC-1 before bid opening. You may obtain a PC-1 form through IDHR at (312) 814-2431, TDD (312) 263-1579, or [www.state.il.us/cms/purchase/download](http://www.state.il.us/cms/purchase/download). All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box above.

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

Yes      No      If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

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

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

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

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

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

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

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

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

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

**Manufacturing business** – cannot employ more than 250 persons

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

**Construction business** – annual sales and receipts cannot exceed \$10,000,000

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

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

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

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

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

**(C) Not-for-profit, U.S. tax exempt agency for the disabled.** You must qualify under Section 501 of the Internal Revenue Code. See 30 ILCS 575/2A4.1.

**(D) State use – Not-for-profit agency for the severely handicapped.** Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

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

Name and Address	Percent Owned	Voting Percentage
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If applicant is a corporation, please complete both columns:

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

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

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

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

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

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

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

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

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if Applicable)	License/Registration Exp. Date
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19. Work experience – List contracts for similar services that have been completed within the last five years:

Project	Location	Type of Service	Total Amount of Contract	Start/Completion Dates	Name/Phone # of Owner or Other Reference
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20. Resume' of key personnel – Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years Experience (This Firm/Other Firms)	Education (Institutions, Years, Degrees, Certificates)	Other Relevant Experience and/or Qualifications
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21. Judgments and claims – Are there any judgments, claims, or suits pending or outstanding against you or your organization that could affect the ability to complete any contract awarded?

Yes      No      If yes, please explain:

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

Yes      No      If yes, please provide details:

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

Yes      No      If yes, please provide details:

**24. I understand that:**

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

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

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

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

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

**Under penalty of perjury, I swear or affirm that:**

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

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

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

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

Signature: \_\_\_\_\_

Name (type or print):

Date:

Title:

When submitting your response, please use the mailing label below—be sure to enter the Bid or RFP number. This will direct your response to the correct address and alert Purchasing Division staff to provide special handling.

Please check if you  
are submitting a no bid.

**Bid/RFP #1JAM914**

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN  
PURCHASING DIVISION  
TECH PLAZA, SUITE 212  
616 EAST GREEN STREET  
CHAMPAIGN, IL 61820-5752

