

**NORTHERN ILLINOIS UNIVERSITY
PROCUREMENT SERVICES
LOWDEN HALL 107
DEKALB IL 60115**

Sealed Proposals will be accepted in the above office until:
2:00 PM LOCAL TIME, TUESDAY April 8, 2008 FOR:

**FIBER OPTIC INSTALLATION
RFP #SMO94302**

COMPANY **DATE**

ADDRESS

CITY, STATE AND ZIP CODE

TELEPHONE NO.

FAX NO.

DEPARTMENT OF HUMAN RIGHTS NUMBER (DHR)

TIN (FEIN OR SOCIAL SECURITY) NUMBER

REP'S EMAIL ADDRESS

**IF YOU FAX YOUR RESPONSE, AVOID LAST MINUTE FAX TRAFFIC JAMS BY
FAXING EARLY. Transmissions received after the opening time stated above
MUST BE REJECTED.**

Direct questions regarding this request to: Scott Olsen, Senior Procurement Officer
Tel: 815/753-6111
Fax: 815/753-6800

Direct any technical questions to Herb Kuryliw, Telecommunications
Tel: 815-753-7220

MANDATORY PRE-PROPOSAL MEETING:

TIME: 10:00 AM, Monday March 24, 2008

**Place: Hoffman Estates Campus, 5555 Trillium Blvd, Hoffman Estates IL 60192
Room 103**

INSTRUCTIONS TO BIDDERS

1. BIDDER'S PREQUALIFICATIONS

Bidders' List. Any firm wishing to bid on construction work shall submit a written Bidder Application Form to the Northern Illinois University Procurement Services no later than the bid date. The request shall include a written disclosure of the names of each individual having a beneficial interest of more than 7-1/2 percent in the bidding enterprise, and if the bidder is a corporation, the names of all its officers and directors. Any changes in the beneficial ownership or the officers shall be reported at the time such changes occur. The Owner reserves the right to reject an application if the Owner determines that the bidder made misrepresentations in the application. [Note: Prequalification with CDB may be deemed acceptable as prequalification with Owner provided the Bidder submits to Owner acceptable evidence of prequalification with CDB.]

Illinois Department of Human Rights. Prior to the bid/RFP opening, the bidder must have filed with the Illinois Department of Human Rights (IDHR) a properly completed and sworn Employer Report Form (Form PC-1), which is accurate as of the date of the bid/RFP opening and not subject to any Department of Human Rights Order of Noncompliance. For further information contact:

Department of Human Rights
Public Contracts Section
100 West Randolph Street
Chicago, IL 60601
(312) 814-2432

Other Requirements. The applicant may be asked to provide additional information including the form of organization, bank references, financial statements, sources of supply or other information required to determine its responsibility and capability.

Eligibility to Bid. If the application and financial statement (if required) give sufficient evidence of the applicant's financial and business responsibility and if no reason is known to the Owner why the applicant would not be a responsible and qualified bidder, the applicant will be eligible to bid on Owner's construction projects. The bidder's qualifications and responsibility will be subject to continuous review.

2. **BIDDING DOCUMENTS, PRE-BID CONFERENCE, SITE VISITS AND STATUTORY REQUIREMENTS**

Bidding Documents. The Invitation for Bids/RFP sets forth the manner by which bidders must obtain the bidding documents. Notice on the electronic Illinois Public Higher Education Procurement Bulletin, which can be found online at: http://www.procure.stateuniv.state.il.us/dsp_SearchResults.cfm generally constitutes the Invitation for Bids/RFP. The bidding documents include these Instructions to Bidders, General Conditions, Special Conditions for the Project, Specifications and Drawings of the Project and any addenda to the bidding documents. Addenda to the bidding documents, except for a change in the bid/RFP date, shall be written and shall be issued to all recipients of the bidding documents by facsimile transmission or by e-mail notification no later than three days prior to the bid/RFP opening.

Pre-Bid Meeting. The Owner may schedule a pre-bid/RFP meeting prior to bid/RFP opening. Notice of the time and location appears in the Invitation for Bids/RFP or will be announced as indicated in the Invitation for Bids/RFP. All bidders or representatives of bidders may be required to attend.

Existing Conditions. Bidders shall carefully examine the bid/RFP documents and inspect the project site to obtain first-hand knowledge of existing conditions. Each bidder, by submitting its bid/RFP, represents that it has so examined the bidding documents and inspected the site, that it understands the provisions of the bidding documents and that it has familiarized itself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations. Questions regarding the specifications should be directed to the Owner's Procurement Services Department.

Statutory Requirements. Bidders are expected to be familiar with and are required to comply with all state and federal laws and regulations applicable to the project. Requirements of particular concern are set forth in the General Conditions. The failure of a specific statutory or regulatory requirement to be set forth in the General Conditions does not relieve the bidder from compliance with any specific requirement.

Procurement and Bidding Regulations. The Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education and the Illinois Public Universities, 44 Ill. Adm. Code 526, are applicable as indicated in such rules. An unofficial copy of these rules can be found at:

www.procure.stateuniv.state.il.us

3. BID PREPARATION AND SUBMISSION

3.01. **Bid Security.** A bid bond, certified check, cashier's check, or money order made payable to Northern Illinois University, in the amount set forth in the Invitation for Bids, must be deposited with each bid to guarantee that, after proper notification of award of contract, the bidder will take all steps necessary to execute such contract and provide all required documents for contract execution in complete and accurate form. The bond shall be from a surety or insurance company duly licensed to transact business in Illinois, and which is acceptable to Owner as set forth in General Conditions. The bid bond form is included in the bidding documents.

3.02. **Bid Form.** All bids will be submitted on the standard proposal form with all relevant blanks completed in ink or typewritten. Amounts shall be shown both in words and in figures. In the case of a conflict between the words and figures, the amount shown in words shall govern. An authorized person shall initial any alterations or erasures on the bid form. The Owner reserves the right to reject bids due to illegibility of the bid form. Bids will be submitted in duplicate.

3.03. **Surety Letter.** Unless waived pursuant to the special conditions for the individual project, each bidder shall submit with its bid a letter from a surety company to the effect that the surety will provide a performance and payment bond if the bidder is awarded a contract. The bond shall be from a surety or insurance company duly licensed to transact business in Illinois, and which is acceptable to Owner as set forth in General Conditions. The form of the surety letter is included in the bidding documents.

3.04. **Employee Utilization Form.** Bidder must enclose with the bid three (3) completed and signed copies of Department of Human Rights Form PC-2, entitled "Bidder's Employee Utilization Form-Construction." Failure to include the PC-2 Forms may constitute grounds for rejection of the bid. The form of the PC-2 Form is included in the bidding documents.

3.05. **List of Major Subcontractors, Material Suppliers and Manufacturers.** Each bidder shall submit with its bid a list of all major subcontractors, material suppliers and manufacturers it will use on the project if it is awarded the contract. This list of major subcontractors, material suppliers and manufacturers shall be subject to the approval of the Owner. If the Owner disapproves any of the subcontractors, material suppliers or manufacturers listed by the contractor, the contractor shall submit alternate names, prior to the award of the contract, for such subcontractors, material suppliers and manufacturers. Such requested substitutions, if any, shall not involve additional cost to the Owner. The acceptance of any subcontractors, material supplier or manufacturers shall not constitute any obligation on the part of the Owner to accept materials, systems or workmanship which are not in full compliance with all applicable portions of the drawings and specifications.

3.06. **Certifications.** Bidder must submit a completed and executed certification sheet included herein whereby it certifies:

- (a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has it made an admission of guilt of

such conduct which is a matter of record, nor has an official, agent or employee of the bidder been so convicted or made such admission of bribery on behalf of the bidder and pursuant to the direction or authorization of a responsible official thereof.

- (b) it is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961, 720 ILCS 5/33E-3, 33E-4.
- (c) if the bidder is an individual, that he or she is not in default on an educational loan as defined in 5 ILCS 385/0.01 et. seq.
- (d) its correct federal Taxpayer Identification Number (TIN) and its taxpayer status, e.g., corporation, partnership, etc. as listed in its bid. The bidder will also submit an Internal Revenue Service (IRS) Request for Taxpayer Identification Number and Certification (Form W-9).
- (e) neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 or the regulations of the United States Department of Commerce promulgated under the act.
- (f) if the bidder has 25 or more employees, it is familiar with the Drug Free Workplace Act, 30 ILCS 580/1 et seq., and will provide a drug free workplace in compliance with said act, or if the bidder is an individual, he or she will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
- (g) it is not barred from entering into a contract pursuant to Section 50-11 of the Illinois Procurement Code, 30 ILCS 500/50-11, based on the fact that it knows or should know that it is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board. It further acknowledges that Northern Illinois University may declare its agreement with the bidder void if this certification is false or if the bidder determined to be delinquent in the payment of any such debt during the term thereof.
- (h) it is not barred from entering into a contract pursuant to Section 50-12 of the Illinois Procurement Code, 30 ILCS 500/50-12, based on the fact that it or any of its affiliates fails 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. It further acknowledges that the Owner may declare its agreement with the bidder void if this certification is false.
- (i) it is not barred from being awarded a contract pursuant to Section 50-10.5 of the Illinois Procurement Code, 30 ILCS 500/50-10.5, based on the fact that it has been found to have violated Section 42 of the Environmental Protection Act. It further acknowledges that the Owner may declare its agreement with the bidder void if this certification is false.

- (j) it is not barred from being awarded a contract pursuant to Section 50-12 of the Illinois Procurement Code, 30 ILCS 500/50-12, based on the fact that neither it nor any of its officers, directors, partners or managerial agents 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 (5) years prior to the date of its agreement. It further acknowledges that the Owner may declare its agreement with the bidder void if this certification is false.

3.07. **Financial Disclosure.** Bidder must submit a completed and executed Financial Interests and Potential Conflicts of Interests form (Form A).

3.08. **IRS Form.** Bidder must submit a completed and executed Request for Taxpayer Identification Number and Certification (Form W-9).

3.09. **Bidder Application Form.** Bidder must submit a completed and executed Bidder Application Form. If Bidder has previously submitted an application form to the Owner and the information therein has not changed, Bidder may submit a photocopy of the previously submitted application form.

3.10 **Taxes, Permits and Fees.** Purchases of building materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales tax). An exemption may also apply in regard to certain federal excise taxes on materials and equipment used in connection with the project. The bidder shall therefore exclude such taxes from consideration in preparing its bid. For further information with regard to taxes, bidders may contact the Illinois Department of Revenue. The bid price shall include the cost of any permits or fees required by any source, public or private, for the completion of the contract.

3.11. **Alternates.** Trade names and catalog numbers are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. The Owner will be the sole judge of the acceptability of any alternate offered and decisions of the Owner will be final. **Any alternates must be accompanied by detailed literature that explains the nature of the product and the products' function in the system that is being bid.** The bidder must also indicate where and when alternate equipment may be viewed. While in use, obsolete items or those being phased out may not be considered as equal.

3.12 **Unit Price Items.**

- A. When unit price items are included in the bidding documents, the bidder shall indicate, in figures, a unit price for each separate item. The acceptance of bid unit prices shall be a condition of contract award.
- B. When unit prices are used to arrive at a base or alternate bid, the bidder shall multiply the unit bid price times the specified quantity, and enter the extension, in figures, in the column provided in the Bid Form. In case of conflict between the unit price and the extension, the unit bid price shall govern.

- C. Quantities specified in the Bid Form, although approximate, are included in the base or alternate bids. Payment to the Contractor will be made only for the actual work performed and accepted or materials furnished in accord with the Contract. Owner may at any time, without invalidating the Contract, increase, decrease or omit any of the unit price items in accord with specified change order procedures.
1. Increased quantities will be paid for at the accepted unit bid price.
 2. Decreased or omitted quantities will be deducted from the contract at the accepted unit bid price.
 3. No payment will be made for any anticipated change in profit resulting from a change in the specified quantities.
- D. Owner may stipulate unit prices for certain items. In this event, the Contractor's bids will be deemed to include such prices.
- E. The acceptance of unit prices by Owner does not alter the change order process. The Contractor may not proceed with work involving increased, decreased or omitted work units without a properly executed change order.
- F. Unit prices shall be firm for the duration of the contract.

3.13 **Full Pricing and Contingencies.** Owner shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by Bidder at any time after the date of submission of the bid will not be considered by Owner.

3.14. **Signature.** The bid shall be signed by the person(s) authorized to bind the business entity to a contract. The legal name of the business entity (sole proprietorship, corporation, partnership, joint venture, etc.) shall be stated. The name and title of the person(s) signing shall be typed below the signature(s).

3.15. **Prevailing Wage Rates.** The local prevailing rates to be paid to all laborers, workers, etc. on this project are set forth on the Illinois Department of Labor's website at <http://www.state.il.us/agency/idol/>.

3.16. **Bid Submission.** Bidders shall be responsible for the delivery of their bids during regular business hours, to Owner's designated bid receiving office, prior to the bid closing time stated in the Invitation for Bids. Each bid shall be submitted in a sealed opaque envelope, including express delivery envelopes, showing the name and address of the bidder in the upper left-hand corner of the envelope and shall be marked as follows: "BID FOR: Owner Project Number, Project Title and contract or trade being bid." "Sealed envelope" shall be defined as one which has been glued or taped shut, preventing access to bid documents until the envelope is officially opened by Owner's Bid Office at the designated time and place of the bid opening. Bid envelopes, including express delivery envelopes, which are received unsealed or improperly identified as specified herein, may be rejected. Facsimile copies of bids will be accepted if received by the date and time of the bid opening. Bidders submitting facsimile bids must mail a copy of the bid to Owner's designated bid

receiving office and this copy must be postmarked no later than the date of the opening.

3.17. **Change or Withdrawal Prior to Bid Opening.** A bidder may withdraw or modify a Bid if notice of the withdrawal or modification is received by Owner before the time stated for the Bid opening. Any such modification or withdrawal may be made in person, by letter, by printed form conveyed electronically, or in unusual circumstances, by telephone. Changes shall not reveal the bid price, but shall provide an addition or subtraction so that the final bid price can be determined only after the sealed bid is opened. When the change reveals the bid price the bid will be rejected. When changes or withdrawals are made by printed form conveyed electronically or by telephone, written confirmation of the modification or withdrawal shall be mailed or delivered to the Owner bearing a United States Post Office date stamp no later than the bid opening date. Having the proper date stamp shall be at the bidder's own risk. Owner will reject any bid when written confirmation of the change or withdrawal is not received by Owner within five business days after the bid opening.

3.18. **Disqualification.** Failure on the part of any bidder to furnish the required information, documents or lists may be sufficient cause to disqualify its bid.

4. ALTERNATE BIDS

Where alternate bids are required in the bid form, bidders shall fill in each alternate bid with the amount of the price or with the terms, "No Change." Alternate bids will be accepted in the order determined by the Owner. Any alternate bids may be accepted by Owner at any time during construction at the same prices submitted on the bid form unless the bidder has specified in its bid form an earlier date (but not less than 90 days from the bid opening) for acceptance.

5. BID OPENING

5.01. **Bid Opening.** All bids will be publicly opened, read and tabulated at the time, date and address stated in the Invitation for Bids, unless the date or time is changed prior to the bid opening by the Owner through written notice to all bidders of record. Noted errors, omissions and defects will be announced. All bids received after the specified bid opening date and time will be returned unopened to the bidder. Official time will be determined by Owner.

5.02. **Time for Acceptance.** Bids shall be valid for 90 calendar days after bid opening unless otherwise specified. Owner and the bidder may agree to extend the acceptance period beyond 90 days.

5.03. **Reading of Bids.** The public opening and reading of bids is for informational purposes only, and is not to be construed as acceptance or rejection of any of the bids submitted.

6. AWARD OF CONTRACT

6.01. **Standards for Award.** The Contract will be awarded to the responsible, responsive and approved bidder submitting the lowest combination of base bid, accepted alternate bids and unit prices, if appropriate, which complies with all of the conditions of the Instructions to Bidders and General Conditions for Construction Projects and the specific requirements of the project bidding documents, and is reasonable and in the interest of the Owner to accept. The Owner reserves the right to reject any and all bids, to waive any informalities in the bids received, or to permit timely correction of minor deficiencies in bids whenever such rejection or waiver is in the interest of the Owner. The Owner will be the sole judge of the acceptability of the bid.

6.02. **Right of Rejection.** The Owner reserves the right to reject the bid of any bidder who:

- (1) has previously failed to perform properly,
- (2) has failed to complete on time contracts of a similar nature,
- (3) is not in a position to perform the work required,
- (4) has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material suppliers or employees,
- (5) will not perform by its own forces a proportion of the total work deemed sufficient by the Owner to insure the contractor's beneficial interest and actual participation in the project, or
- (6) has failed to attend or be represented by a required pre-bid meeting and site visit.

6.03 **Additional Considerations.** In addition to the factors heretofore mentioned, the following considerations will be employed in determining the lowest responsible bidder:

- (1) Whether the bidder has adequate facilities available to do the work properly and expeditiously,
- (2) Whether the bidder has suitable financial resources to meet the obligations incidental to the work,
- (3) Whether the bidder has appropriate technical experience,
- (4) The date on which the bidder proposes to start construction with on-site labor, and
- (5) The ability of the bidder to meet the completion date.

- 6.04. **Effect of Performance Bond.** That a bidder is able to obtain a performance and payment bond shall not be regarded as the sole test of such bidder's eligibility, competency or responsibility.
- 6.05. **Contract.** The contract, which the bidder agrees to enter into, shall be on the form in use by the Owner.
- 6.06. **Performance and Payment Bond.** Unless waived pursuant to the Special Conditions for the individual project, the successful bidder shall furnish a performance and payment bond for the full amount of the contract. The bond shall be on the form in use by the Owner and shall be provided by a firm duly licensed in Illinois.
- 6.07. **Certificate of Insurance.** The successful bidder shall furnish a certificate of insurance evidencing the types and amounts of insurance set forth in the General Conditions. The insurance shall be from insurance companies duly licensed to transact business in Illinois, and which are acceptable to Owner as set forth in General Conditions. The certificate shall be on a form generally accepted by contractors and owners.
- 6.08. **Changes after Acceptance.** After the contractor's bid has been accepted, no change in the list of major subcontractors, material suppliers and manufacturers shall be made without specific written authority of the Owner.
- 6.09. **Construction Schedule.** The successful contractor will be required to begin construction with on-site labor on the project no later than one week after execution of the contract with the Owner or at such later time as directed by the Owner. The contractors shall complete all work required by the contracts by the date or within the number of days set forth in the contract.
- 6.10. **Assignment.** The Owner reserves the right to assign the other contracts for the project to the successful bidder on the prime work portion of the project. The Owner may provide specific information with regard to the assignment of contracts in the Special Conditions for the project.

7. POST AWARD PROCEDURES AND PROVISIONS

- 7.01. **Bid Securities of Bidders.** After the opening of bids, bidders may substitute a bid bond for other forms of bid security. The Owner may retain the bid securities of the then lowest bidder until all provisions for the execution of the contract have been satisfied. Upon acceptance of a bid by the Owner the successful bidder shall take all steps necessary to execute the contract, execute such further contract documents and give such bonds as may be required by the Owner within the time specified (14 days after acceptance of the bid if no period is specified). Failure of the successful bidder to execute said documents may result in the bidder being declared in default and being held liable for any cost of procuring the work which exceeds the amount of its bid. At its discretion, the Owner may retain the bid securities of two additional bidders (next low) until execution of a contract is complete, but in no event longer than 90 days after the opening of the bids.

7.02. **Completion of Contract Requirements.** No later than 14 days after the award of the contract, Contractor shall submit to Owner all documents required by the Contract completed in the form required by Owner and fully executed by the appropriate person(s). Failure to submit such documents may result in a disqualification of the bidder and withdrawal of the award and the bidder will be held liable for any cost of procuring the work which exceeds the amount of its Bid. The time for submission of such documents may be extended by Owner upon written request stating good cause for the extension.

ADDITIONAL NIU INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

Furnish, deliver, and install F.O.B., **FREIGHT INCLUDED**, Northern Illinois University, DeKalb, Illinois 60115, items listed on schedule in accordance with this proposal and specifications.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The products shall be of the highest quality for each respective kind.

PREQUALIFICATIONS REQUIREMENTS

1. Illinois Department of Human Rights
In order to be eligible to bid on the project, the vendor must, prior to the bid opening, have filed with the Illinois Department of Human Rights a properly completed and sworn employer Report Form (Form PC-1 which is currently valid) to obtain from them a DHR number. (Form attached for Certification)
2. Vendor must provide a completed BID CERTIFICATIONS form. (Form Attached)
3. Please include your Tax identification number (TIN) on the appropriate line at the bottom of the front page.
4. Please provide "Financial Interests and Potential Conflicts of Interests" form with bid.
5. Bidder's Application Form.
6. W-9 form.
7. DHR Form PC-2, Bidder's Employee Utilization Form.
8. Bid Bond in the amount of 5% of total Bid.
9. Performance Bond Letter by Surety.

PAYMENT TERMS

The University cannot make prepayments or down payments. Prior to payment, the University must be in receipt of equipment and have verified its completeness. The University will pay no late charges.

DELIVERY

Delivery will be considered on making an award and the bidders shall state, in the spaces provided, expected delivery of equipment after receipt of purchase order. Failure to meet such delivery promises without prior consent of the Manager of Procurement Services will be considered a breach of faith.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the University's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to specifications, or damaged materials, or unsatisfactory installation shall be corrected to the University's satisfaction by the successful bidder at no additional charge.

INDEMNIFICATION

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

QUALITY

It is the bidder's task to be familiar with the referenced item and to offer only products of equal or greater quality. Any questions on specifications should be directed to Procurement Services at NIU.

WARRANTY AND SERVICE

Bidders shall attach to the bid submitted a clear and complete statement listing terms of warranty where applicable. Bidder shall list the name and address of the nearest service representative for each item as required by Northern Illinois University. A warranty is expected on all equipment.

BID RESPONSE

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on correct bid list(s).

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date and time.

CANCELLATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The University will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. It at the end of the thirty days, the University deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellation shall not limit the University's right to seek any other remedies allowed by law.

DISCLAIMER

The ability of a bidder to download a bid or RFP from the Internet does not guarantee acceptance by the University. Any bidder who has previously been denied the opportunity to bid due to failure of compliance with University regulations will have his bid rejected. Furthermore all new bidders should request from the appropriate buyer a "Bidder's Application Form," should it not be on-line. This form must be completed and returned prior to or in conjunction with their respective bid.

SECONDARY/TERTIARY BIDDERS

Should a primary bidder who is sent a bid or RFP by the University pass it on to another company which he feels could submit a bid; then the following must occur. The responsibility to notify the University lies with the secondary/tertiary company that they are in possession of this bid. Without notice, the University forgoes any and all responsibility with regard to addenda or other pertinent information released after the bid. The University will not be held liable for not considering these bids and they will be reviewed as incomplete.

MISCELLANEOUS

Bid must be made on this form. Sign and return the bid. Make certain to retain a copy for your files. Unsigned bids will not be considered. Bids will be available for inspection in the Office of Procurement after award of order.

NOTE: It is highly recommended that the vendor completely read the bid prior to filling it out in order to become acquainted with terms and conditions of the bid document and specification requirements.

Your response may be FAXED if received by the date and time of opening on the front of this bid. If you FAX your bid response, please mail your hard copy, postmarked no later than midnight of the date of opening.

NOTICE TO RESPONDENTS

If you received this Request for Bid/RFP from a third party, you must notify Northern Illinois University Procurement Services as soon as possible that you have a third-party copy and of your intent to submit a response. This information is needed so that you will receive any addenda that are issued for this Bid/RFP. The University will accept no responsibility for completeness of materials if you have not registered and properly downloaded the document directly from the Illinois Higher Education Procurement Bulletin web site or obtained it from the University directly. It is recommended that vendors check the Illinois Higher Education Procurement Bulletin web site regularly before the opening of the bid/RFP for any addenda that may be issued.

RESPONSIVENESS

It is the bidder's responsibility to return a completed and legible bid/proposal to NIU Procurement Services in the same order and/or format in which it was received or downloaded by vendor. All forms/pages must be filled out in their entirety. Failure to submit a completed bid/proposal, in its original format and order may be grounds for disqualification.

AMENDMENTS TO AWARDS

The University reserves the right to amend bid and RFP awards. Amendments may be issued for various reasons including but not limited to increasing or decreasing dollar amounts and/or quantities, and/or to extend or decrease the time period of the term, as needed and as determined to be in the best interest of the University.

BID/RFP EVALUATION AND AWARDS

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

CONFIDENTIAL INFORMATION

The University treats bids/proposals as confidential until the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the bid/proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its bid/proposal.

GENERAL CONDITIONS

1. DEFINITIONS

1.01. Contract Documents shall collectively consist of the following documents:

1. General Conditions
2. Special Conditions of the Project, if any
3. Specifications and Drawings of the Project
4. Addenda to the Special Conditions, Specifications and Drawings, if any
5. Invitation for Bids
6. Instructions to Bidders
7. Contractor's Bid as accepted by the Owner
8. Contract
9. Performance and Payment Bond, if required
10. Certificate of Insurance

1.02. Owner shall mean the Board of Trustees of Northern Illinois University.

1.03. Architect/Engineer shall mean the person or persons, firm, partnership, corporation or other business entity under contract with the Owner as architect or engineer, or both, or the Owner's Architectural and Engineering Services Department, if there is no such contract.

1.04. Contractor shall mean the person or persons, firm, partnership, corporation or other business entity, who, as an independent entity, enters into the Contract with the Owner to perform the work under the Contract Documents and is identified as such in the Contract.

1.05. Subcontractor shall mean a person or persons, firm, partnership, corporation or other business entity approved by the Owner, who has a direct contract with the Contractor to perform work under the Contract Documents, including those who furnish material worked to a special design according to the Specifications, but not including those who merely furnish material not so worked.

1.06. Work shall mean the providing of labor, materials, equipment, supplies, plant, tools, scaffolding, transportation, supervision, insurance and all other services, facilities and expenses necessary for or convenient to the successful completion of the Contract. Work shall include, in addition to work to be performed at the Contract location in the actual construction process, necessary shop drawings, design computations, ordering of materials and equipment and off-site fabrication of material, parts and components.

1.07. Substantial Completion is a condition which occurs when the Owner accepts the certification of the Architect/Engineer that construction is sufficiently complete in accordance with the Contract Documents so that the project or a designated portion thereof may be occupied or utilized for the use for which it is intended.

1.08. Final Completion is a condition which occurs when the Owner accepts the certification of the Architect/Engineer that the Contractor has complied with all

requirements of the contract, and that the Contractor is authorized to receive final payment in full, including all retainage.

1.09. Project Manager is the person or firm designated by the Owner as the person or firm which shall represent Owner in the course of the Work.

2. CONTRACT DOCUMENTS

2.01. Conditions Precedent. The Contract Documents are complementary and what is required by any one shall be required by all. The intention of the Contract Documents is to include all labor, materials, equipment, transportation and other items necessary for the proper execution and completion of the Work. It is not intended, however, that materials or work not covered by or properly inferable from the Specifications shall be supplied unless distinctly so noted on the Drawings. Materials or work described in words which have well-known technical or trade meanings shall be held to refer to such recognized meanings.

2.02. Drawings and Specifications. The Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work. The Architect/Engineer will furnish with reasonable promptness additional instructions by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. The Work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions. The Contractor shall keep at least one copy of the Drawings and Specifications on the Work in good order, available to the Project Manager and the Architect/Engineer.

3. RESPONSIBILITIES OF CONTRACTOR

3.01. Shop Drawing and Samples. The Contractor shall approve and submit to the Architect/Engineer with such promptness as to cause no delay in its own work or in that of other Contractors, six copies of all shop drawings and schedules required for the work of the various trades, and the Architect/Engineer shall pass upon them with reasonable promptness, making desired corrections. The Contractor shall make corrections required by the Architect/Engineer, file with it corrected copies and furnish such copies as may be needed. The Architect/Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for errors of work in shop drawings or schedules. All shop drawings shall bear the name and address of the manufacturers or suppliers. The Contractor shall furnish to the Architect/Engineer for approval all samples as specified or directed. The Work shall be in accordance with approved samples. All samples shall bear the name and address of the manufacturer or supplier.

3.02. Materials and Workmanship. Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, scaffolding, equipment, heat, light, power, transportation, telephones and other facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials incorporated in the Work shall be new and of good quality. The Contractor shall, if required, furnish

satisfactory evidence as to the kind and quality of materials. All work shall be performed in a skillful and workmanlike manner by workers normally engaged in the trade.

3.03. Substitutions. Certain materials and equipment are specified by manufacturer or trade name to establish standards of quality and performance and not for the purpose of limiting competition. Bids shall be based on the materials and equipment stated in the Specifications and shown on the Drawings. Products of other manufacturers may be substituted in accordance with the following provisions, if, in the sole opinion of the Architect/Engineer, they are equal to those specified in quality, performance, design and suitability for intended use:

1. The burden of proof as to the quality and suitability of the substitution shall be upon the Contractor, and it shall furnish all information necessary as required by the Architect/Engineer at no additional cost to the Owner.
2. Where use of a substitute material involves redesign of or changes to other parts of the Work, the cost and the time required to effect such redesign or changes will be considered in evaluating the suitability of the substitute material.
3. The request for substitution shall be made in writing by the Contractor and accompanied by complete data as to the equality of the materials proposed. Such request shall be made in ample time to permit approval without delaying the work.
4. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, proposals for use of substitute materials shall be accompanied by reports from the listed or equivalent independent testing laboratory indicating compliance with specification requirements. Such reports shall include the date of testing. The cost of testing required to prove equality of the substitute material proposed shall be borne by the Contractor.

The decision of the Architect/Engineer with regard to substitutions shall be final.

3.04. Royalties and Patents. The Contractor shall pay all royalties and license fees. The Contractor shall indemnify the Owner in accordance with Section 7.06 hereof against all suits and claims that may be based on an infringement of a patent.

3.05. Laws and Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. If the Contractor observes that the requirements of the Contract Documents are at variance with such laws, ordinances, rules and regulations, it shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the Contract Documents for changes in the Work. If the Contractor performs work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, it shall bear all costs for corrections arising therefrom. The Contractor shall obtain and pay for all required permits, licenses, bonds, etc. as may be required to execute the Work.

3.06. Protection of Individuals, Work and Property. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Owner's property from injury or loss arising in connection with the Contract. It shall make good such damages, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. It shall adequately protect adjacent property as provided for by law and the Contract Documents. The Contractor shall take all necessary precautions for the safety of employees on the Work. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

3.07. Barricades, Signs and Other Safeguards. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning the hazards created by such features of construction as protruding hoists, scaffolding, window openings, stairways and falling materials, and it shall designate a responsible member of its organization on the Work, whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Owner by the Contractor. The Contractor shall provide and erect and maintain all necessary barricades, warning lights and other protection required by the Owner or by local laws and ordinances, or local authorities having jurisdiction over same, and shall also protect all walks, drives, curbs, lamp posts, underground conduits, overhead wires, water, sewer, gas mains and the like, until the owner assumes responsibility therefor.

3.08. Emergencies. In emergencies affecting the safety of life, the Work or adjoining property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to take such reasonable actions as the situation requires, at its discretion, to prevent such threatened loss or injury. Additionally, the Contractor shall so act if instructed or authorized by the Owner.

3.09. Subcontracting. The Contractor shall be responsible for coordinating the work of all the subcontractors employed by it on the Work. The Contractor shall be fully responsible to the Owner for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

3.10. Supervision. The Contractor shall give efficient supervision to the Work, using its best skill and attention. The Contractor shall keep on its work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The superintendent shall represent the Contractor in its absence and all directions given to him shall be as binding as if given to the Contractor.

3.11. Clean-up. The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by its employees or work, and at the

completion of the Work it shall remove all its rubbish from and about the area of the Work and all its tools, scaffolding and surplus materials and shall leave the Work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost to the Contractor. The Contractor shall use its own equipment and receptacles for the removal of waste materials and rubbish.

3.12. Verification of Dimensions and Drawings. The Contractor shall make a careful check of the Drawings and a close comparison of the Drawings with the existing conditions to ascertain the full amount of work involved. The Contractor shall verify all dimensions given on the Drawings and of all existing conditions before proceeding with the construction or authorizing fabrication. It shall be the responsibility of the Contractor to report all errors, inconsistencies or omissions it discovers in the Drawings, Specifications or instructions and all discrepancies between the Drawings and the existing conditions to the Architect/Engineer before the performance of any work. It shall be required to execute all labor and provide all materials to carry out all work required to obtain the results as indicated on the Drawings and the Specifications, whether each and every item is mentioned or not. No additional compensation will be allowed for such work or materials as are not shown on Drawings, but which are required to obtain the above-mentioned results.

3.13. Subsurface Conditions and Existing Utilities. The Owner has endeavored to indicate on the Drawings all subsurface conditions and utilities, as well as the location of those utilities. The Contractor shall be obligated to call the Joint Utility Locating Information for Excavation (JULIE) and otherwise acquaint itself with the existing conditions at the site of the Work, as well as the conditions of performance of the Work as designated in the Contract Documents. The Contractor shall assume all responsibility for existing utilities, subsurface or otherwise, which are damaged by its work and operations and shall repair any such damage in a manner satisfactory to the Owner and at no cost to the Owner.

3.14. As-Built Drawings. On a set of full-size prints of the Drawings, which shall be kept on the job, the Contractor shall neatly record all differences between the Drawings and the actual work as built. It shall see to it that all changes in the work of all subcontractors are also recorded. Near the completion of the Work, deviations and other records shall be transferred to one new set of prints obtained from the Architect/Engineer. The costs for preparing these as-built prints shall be included in the Contract. When all revisions showing work as finally installed are made, the Contractor shall deliver the corrected prints to the Architect/Engineer before final payment will be made on the Contract. Nothing contained in this section shall be construed as authorizing any deviation in the Work as shown on the Drawings without written authority to the Contractor from the Architect/Engineer.

3.15. Guarantee. The Contractor shall guarantee all work and materials included in this Contract to be free from all defects or flaws in assemblage, construction, fabrication or workmanship for the greater of a period of one year after the date of final payment for the entire Work by the Owner or the guarantee period specified in the various sections of the Specifications. Should any defects occur within this warranty period, the Contractor shall repair or replace such defective work or material, or both, free of expense to and to the satisfaction of the Owner. The rights and remedies of the Owner provided in this section shall be in addition to any other rights and remedies provided by law or under this Contract. The Contractor shall bear the cost of making good all work of assigned or

separate contractors, or their subcontractors, if any, if it is destroyed or damaged by correction or removal of defective work. All removed material shall be disposed of in an appropriate manner.

3.16. Contract Time and Delay. The time limits in the Contract Documents are of the essence of the Contract. The Owner shall not be liable for any damages which the Contractor may suffer on account of any delay in the progress of its work unless the cause of the delay is the entire fault of the Owner and a result of either the Owner's gross negligence or willful misconduct. The Owner's only obligation to the Contractor, when the Contractor suffers a delay in the progress of its work, shall be to grant a time extension. No payment by the Owner of any kind will be made to the Contractor because of hindrances or delays from any cause in the progress of its work, whether such hindrances or delays are avoidable or unavoidable, and the Contractor will make no claim for compensation or damages for such delays and will accept in full satisfaction for such delays such extension of time.

3.17. Extension of Time. Any claim for a time extension must be made in writing to the Owner not more than ten (10) days after the commencement of the delay. In the case of a continuing delay, only one claim is necessary. The Contractor shall accompany its time extension request with an estimate of the probable effect of such delay on the progress of the Work, and shall provide such detailed documentation and corroboration as may be necessary in order to substantiate the claimed effect on the progress of the Work. The delay giving rise to the time extension request must be beyond the control of the Contractor. The Contractor must take all practicable steps to avoid the delay. The Contractor must take all practicable steps, at its own expense, to overcome the impact of the delay. The Contractor's request for a time extension must be approved by the Owner, which approval shall not be withheld unreasonably.

3.18. Separate Contracts. The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs. If any part of the Contractor's work depends upon the work of any other Contractor for proper execution or results, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. Its failure so to inspect and report shall constitute an acceptance of the other Contractor's work as proper for the reception of its work, except for the defects which may develop in the other Contractor's work after the execution of its work. To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the Drawings.

3.19. Responsibility for Damages. Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, which shall defend such proceedings at the Contractor's expense. If any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.20. Use of Premises. The Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances, permits or directions of the Owner or the Architect/Engineer and shall not unreasonably encumber the premises with its materials. The Contractor shall not load or permit any parts of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner's requirements regarding signs, advertisements, fires and smoking.

3.21. Cutting, Patching and Digging. The contractor shall do all cutting, fitting or patching of its work that may be required to make its several parts come together properly, and fit it to receive or be received by work of other Contractors shown upon, or reasonably implied by the Drawings and Specifications for the completed structure, and it shall make said fittings good as the Architect/Engineer may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor. The Contractor shall not endanger any work by cutting, digging or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Architect/Engineer.

3.22. Claims for Extra Cost. If the Contractor claims that any instructions made after the contract is entered into by drawings or otherwise involve extra cost under this Contract, it shall give the Architect/Engineer written notice thereof within a reasonable time after the receipt of such instructions before proceeding to execute the work. In an emergency endangering life or property, oral notice shall be given to the Owner as soon as possible. No claim for extra cost shall be valid unless the appropriate notice has been given.

3.23. Status of the Prime Contractor. Owner reserves the right to assign contracts to the Prime Contractor, if any, pursuant to Section 6.10 of the Instruction to Bidders. Should Owner assign the contract, the rights and responsibilities of Owner shall become the rights and responsibilities of the Prime Contractor. The assignment of the contract shall not, in any way, diminish the rights of Owner nor diminish the responsibilities of the Contractor.

3.24. Preconstruction Meeting. The Contractor shall attend any preconstruction meeting called by the Architect/Engineer.

3.25. Financial Records. The Contractor shall maintain, for a minimum of three (3) years after the date of final payment or the completion of the Contract, whichever is later, such books and records relating to its performance of the Contract which are necessary to support the amounts charged to the Owner under the Contract; all books and records required to be maintained hereunder shall be available for review and audit by the Illinois Auditor General and the Owner; and the Contractor shall cooperate fully with such audit. Failure to maintain the books and records required by this paragraph shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner hereunder for which the books and records are not available.

3.26. Certified Payrolls. The Contractor and each subcontractor shall make and keep, for a period of not less than three years, records of all laborers, mechanics and other workers employed on the project, including each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the

starting and ending times of work each day. The Contractor shall submit to the Owner monthly certified payrolls, including all the information listed above and a signed statement that (a) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act, and (3) the Contractor or subcontractor is aware that knowingly filing a false certified payroll is a Class B misdemeanor. The Contractor shall also submit monthly certified payrolls from each of its subcontractors.

4. RIGHTS OF OWNER

4.01. Inspection of Work. The Owner and the Architect/Engineer shall at all times have access to the Work and the Contractor shall provide proper facilities for such access. If the Specifications, the Owner's or the Architect/Engineer's instructions or the laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Architect/Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Owner or the Architect/Engineer, of the date fixed for such inspection. Observations by the Architect/Engineer shall be made promptly and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the Architect/Engineer, it must, if required by the Architect/Engineer, be uncovered for examination at no additional expense to the Owner. Re-examination of questioned work may be ordered by the Architect/Engineer and if so ordered, the work must be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs.

4.02. Acceptance. When the Contractor believes that a substantial part of the Work is complete, it shall give five business days written notice to the Architect/Engineer who will prepare a punch list of items remaining to be completed or corrected. When the Owner determines that the Work is substantially complete, a certificate of substantial completion will be submitted to the Contractor for its written acceptance. Such certificate will establish the date of substantial completion, state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities and insurance and will fix the time within which the Contractor shall complete or correct the items on the punch list. The Certificate of Substantial Completion will constitute acceptance of the Work except for items included on the punch list. When the Contractor has completed the items on the punch list it shall give five business days written notice of final completion to the Architect/Engineer who, together with the Owner will promptly inspect the Work. When the Owner determines that all work, including all punch list items, is complete, a Certificate of Final Completion will be issued. Final payment shall constitute final acceptance of the Work. Such final payment will not bar claims of the Owner under Paragraph 3.15.

4.03 Correction of Work Prior to Final Payment. The Contractor shall promptly remove from the premises all materials disapproved by the Architect/Engineer as failing to conform to the Contract, whether incorporated in the Work or not. The Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such disapproved work and materials within a reasonable time

fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, the Owner may upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

4.04 Correction of Work After Final Payment. Neither the certificate of final completion, final payment or any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, it shall remedy any damage to other work resulting therefrom which shall appear within the greater of a period of one year from the date of final acceptance or the guarantee period specified in the various sections of the Specifications. The rights and remedies of the Owner provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

4.05 Deductions for Uncorrected Work. If the Owner determines not to correct work which is defective, damaged or not in accordance with the Contract, an equitable deduction from the Contract Price may be made therefor.

4.06. The Owner's Right to Stop Work. If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the Contract Documents, the Owner, by a written order signed by its representative, may order the Contractor to stop work, or any part thereof, until the cause for such order has been eliminated. This right of the Owner to stop the work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

4.07. The Owner's Right to do Work. If the Contractor neglects to execute the work properly or fails to perform any provision of this Contract, the Owner, after three days notice to the Contractor, and without prejudice to any other remedy it may have, may make good such deficiencies and shall deduct the cost thereof from the payment then or thereafter due the Contractor.

4.08. Owner's Right to Terminate Contract Without Prior Notice. If the Contractor is adjudged as bankrupt, if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner, without prejudice to any other right or remedy and without any prior notice to the Contractor or its surety, may terminate the employment of the Contractor, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may choose. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, including compensation for additional engineering, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

4.09. Owner's Right to Terminate Contract With Prior Notice. Owner may terminate the Contract if: the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make prompt payment to subcontractors, suppliers or laborers; persistently disregards laws, ordinances or the instructions of the Owner; or, otherwise substantially violates any provision of the

Contract. The Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, seven days' written notice, terminate the Contract. Owner shall take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever methods it may choose. The Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, including compensation for additional engineering, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

5. PAYMENTS

5.01. Applications for Payments. The Contractor shall submit to the Architect/Engineer an application for each payment accompanied by a sworn statement of the names of all parties furnishing materials and labor, and of the amounts due or to become due each, as required by Section 5 of the Illinois Mechanics Lien Act.

5.02. Payments Based on Materials Delivered. If payments are made on account of materials delivered, suitably stored and adequately insured at the site, but not incorporated in the Work, payment shall be conditional upon submission by the Contractor of bills of sale or such other documentation as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest.

5.03. Payments Based on Work Done. If payments are made on valuation of work done, application for payment shall be submitted at least ten (10) days before each payment falls due. The Architect/Engineer may require a schedule of values of the various parts of the Work, including quantities, aggregating the total sum of the Contract divided so as to facilitate payment to subcontractors in accordance with this section. The schedule shall be in such form as the Architect/Engineer and the Contractor may agree upon and supported by such evidence as to its correctness as the Architect/Engineer may direct. The amounts for labor and materials shall be listed separately. This schedule, when approved by the Architect/Engineer shall be used as a basis for certificates of payment unless it is found to be in error. In applying for payments, the Contractor shall submit a settlement based upon this schedule, itemized in such form and supported by such evidence as the Architect/Engineer may direct.

5.04. Waiver of Lien and Affidavit. Each application shall be supported by the Contractor with a partial waiver-of-lien and an affidavit. After the first requisition for payment, each subsequent application shall be supported by partial waivers-of-lien from each material or equipment supplier and partial waivers-of-lien and affidavits from each Subcontractor. Partial waivers-of-lien from Subcontractors and material or equipment suppliers shall be in the amount included in the previous application for their respective portions of the Work. Each affidavit shall include a statement to the effect that all bills have been paid for which previous certificates-for-payment were issued. Partial waivers-of-lien and contractor or subcontractor affidavits submitted therewith shall be on forms as prescribed by the Architect/Engineer.

5.05. Timing of Payments. Once each calendar month, if the Contractor has made proper application for payment, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed

during the preceding calendar month under this Contract and substantiated by Architect/Engineer's certificate of payment. To insure the proper performance of this Contract, the Owner shall retain ten (10) percent of the amount of each estimate until final completion and acceptance of all Work covered by this Contract. After 50% of the Work has been completed, if the Owner determines, upon the recommendation of the Architect/Engineer, that the Work is being performed in a satisfactory manner, the Owner may waive or reduce further retention. Requests for partial payment may be rejected if the progress on the as-built drawings required by paragraph 3.14 is not acceptable to the Owner.

5.06 Payments Withheld. The Architect/Engineer may decline to approve an application for payment and may withhold the whole or part of any certificate to such extent as may be necessary to protect the Owner from loss due to:

1. Defective or nonconforming work not remedied;
2. Claims filed or reasonable anticipated;
3. Failure of the Contractor or make proper payments to persons hired directly or indirectly by the Contractor in connection with the Work;
4. The Contractor's probable inability to complete the Work for the balance of the Contract Price then unpaid;
5. Damage to existing adjacent property;
6. The Contractor's probable inability to complete the Contract by the stated completion date as extended by any time extensions which may be granted; or
7. Failure to pursue completion of the Work according to schedule or with reasonable progress.

Payment will be made when the basis for withholding payment is cured.

5.07. Final Payment. Under no circumstances will final payment be authorized until the Contractor has filed each of the following with the Architect/Engineer: final releases and waivers-of-lien from each Subcontractor and material or equipment supplier; final affidavits from each Subcontractor; a final release and waiver-of-lien; an affidavit for final completion and such additional applicable documentation as set forth below. The documentation supporting the requisition for final payment shall be in the form specified by the Architect/Engineer. Additional documentation that must be filed with the Architect/Engineer before the final payment is authorized shall include, but not necessarily be limited to:

1. Contractor's written guarantee covering all Work for a period of one year from the date of final payment for the completed Work or the date specified in the bid documents unless written acceptance of particular portion of Work occurs at an earlier date;
2. Special written guarantees for periods longer than one year, as called for in the Specifications;
3. One marked-up "As Built" set of the Contract Drawings; and
4. Six sets of "Operating and Maintenance Instructions."

5.08. Unsatisfied Liens. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

6. CHANGES

6.01 Change Orders. At any time until final acceptance of the project, the Architect/Engineer may order extra work or make changes by altering, adding to or deducting from the Work by a change order. All work pursuant to a change order shall be executed under the conditions of the original Contract except that any claim for extension of the time caused thereby shall be adjusted at the time of ordering such changes. The Architect/Engineer shall have authority to make minor changes in the Work, which do not involve extra cost and are not inconsistent with the purposes of the building. Change orders which involve extra cost must be approved by the Owner in advance of the additional work being performed. No claim for an addition to the contract price shall be valid unless pursuant to a written change order approved by the Owner. The issuance of any change orders shall not invalidate the Contract.

6.02. Valuation of Changes. The value of any change shall be determined prior to the issuance of the change order in one or more of the following ways: by estimate and acceptance in a lump sum; by unit prices named in the Contract or subsequently agreed upon; or by cost and percentage. Cost shall include labor, materials, equipment rental and the cost of power and consumable supplies used in the operation thereof. To such cost there shall be added a percentage fee to cover overhead, profit and any other general expenses. Said fee shall be computed as follows:

1. For the Contractor, for work to be performed by its own force, not to exceed 15 percent of its cost, determined as set forth above.
2. For the Contractor, for work to be performed by its subcontractor, not to exceed five percent of the subcontractor's cost, determined as set forth above.
3. For the Subcontractor, not to exceed ten percent of the Subcontractor's cost, determined as set forth above.

6.03. Performance of Change Orders. The Contractor shall proceed with the Work upon receipt of a written change order. The Contractor shall maintain in such form as the Architect/Engineer may direct an accounting of the cost of all such work including vouchers. The Architect/Engineer shall certify the cost of such work and the allowance for overhead and profit due to the Contractor.

7. BONDS, INSURANCE and INDEMNIFICATION

7.01. Performance and Payment Bond. If a Performance and Payment Bond is required, the Contractor shall provide Owner with a Performance and Payment Bond in the full amount of its contract within ten days of its receipt of the Contract for signature. The bond shall be in the form provided by the Owner and shall be signed by the Contractor and an authorized representative of the bonding company, whose authority shall be evidenced by a certificate attached thereto and whose signature shall be evidenced by a jurat. The Performance and Payment Bond shall guarantee the performance of the duties undertaken by the Contractor hereunder and shall indemnify the failure of the Contractor to perform fully each and all of said duties. The Performance and Payment Bond shall be deemed to cover and shall cover all such duties. The Performance and Payment Bond provided shall be placed with a surety company or companies acceptable to the Owner.

7.02 Worker's Compensation. The Contractor shall secure and pay for such insurance as will protect the Owner and its representatives, officers, agents and employees and the Contractor from claims under the Worker's Compensation Act, including Occupational Diseases, and Employer's Liability. The Contractor shall maintain such insurance until all Work contained in the Contract Documents, including work required by the Guarantee, is completed.

7.03. Liability Insurance. The Contractor shall secure and pay for such insurance coverage as will protect the Owner and its representatives, officers, agents and employees, the Architect/Engineer and the Contractor from claims for damage to property or for bodily injury, including death, which may arise from the performance of the Contract, whether such performance be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the Contractor has assumed. The Contractor shall maintain such insurance until all Work contained in the Contract Documents, including work required by the Guarantee, is completed. The Board of Trustees of Northern Illinois University and its representatives, officers, agents and employees, the Architect/Engineer and the Contractor shall be named as additional insureds on such insurance policy.

7.04. Minimum Required Insurance. Within fourteen days after notification of award of a contract and before proceeding with any work, the Contractor shall furnish to the Owner a certificate of insurance evidencing the required insurance. The required insurance shall be modifiable or cancelable only on written notice by registered mail from the insurance companies mailed to the Owner ten (10) days in advance of modification or cancellation. Unless stated otherwise in the bid specifications, the required coverage and the minimum limits of liability are set forth below:

	<u>Coverage</u>	<u>Amount</u>
1.	Worker's Compensation and Occupational Diseases	Statutory Limits
2.	Employer's Liability	\$500,000 each accident
3.	Comprehensive General Liability	
	Bodily Injury and Property Damage	Combined limits of \$1,000,000 per occurrence \$2,000,000 project aggregate \$2,000,000 product aggregate

Commercial general liability shall include product and completed operations liability, contractual liability and personal and advertising injury.

Commercial general liability limits of liability shall apply on a "Per Project" basis. The certificate of insurance for the Contractor's commercial general liability policy shall specifically refer to the name of the project and state that the limits of liability apply on a "Per Project" basis.

4.	Commercial Automobile Liability including owned, non-owned and hired vehicles	
	Bodily Injury and Property Damage	\$1,000,000 combined single limit

7.05 Property Insurance/Builder's Risk. The Owner shall purchase and maintain, with a company or companies lawfully authorized to do business in the State of Illinois, property insurance in an amount not less than the initial Contract Amount as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such insurance shall be maintained until the Owner substantially accepts the Work. This insurance shall include the interests of the Contractor, Subcontractors and Sub-subcontractors.

The property insurance (builder's risk) shall be a broad form of all-risk commercial property insurance and shall insure against physical loss or damage for theft, vandalism, malicious mischief, collapse, fire, flood, wind storm, subsurface water and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

The Contractor shall pay all costs not covered as a result of deductibles under such property insurance.

7.06. Additional Insurance Requirements. The insurance shall be written by insurance companies that are licensed to conduct business in the State of Illinois and have a rating of no less than "A VII" in the latest issue of Best's Key Rating Guide. The Contractor shall be responsible for making the insurance provisions of this section available to all of its liability insurance carriers. Assigned subcontractors shall submit the evidence of insurance coverage required by the above paragraphs through the Contractor. The insurance shall be cancelable only upon written notice sent by registered mail from the insurance company mailed to the corporate offices of the Owner no less than thirty days in advance of cancellation. The provisions in sections 7.01 through 7.05 may be modified only upon the written consent of the Owner.

7.07. Effect of Required Insurance. The procuring of the insurance required under this Contract shall not relieve the Contractor of any obligation or liability assumed under the Contract Documents, including specifically the below indemnification agreement. The Contractor may carry at its own expense such additional insurance as it may deem necessary. The Contractor shall assist and cooperate with the Owner in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work provided for under this Contract. The Contractor shall cooperate with the Owner's and the Contractor's insurance carriers.

7.08. Indemnification Agreement. The Contractor shall defend any and all suits brought against the Owner, the Architect/Engineer, and their representatives, officers, agents and employees by any person (including employees of the foregoing) for damage to property, injury to persons, and death alleged or claimed to have been caused by or through the performance by the Contractor of the Work, including work performed by the Contractor under the guarantee specified in the Contract Documents, or by the condition of the site. The Contractor shall indemnify and hold harmless the Owner, the Architect/Engineer, and their representatives, officers, agents and employees from and against any and all claim or claims arising out of work performed by the Contractor or by the condition of the site. The Contractor shall pay, liquidate and discharge any and all claims or demands for personal injury, death, or loss of and damage to any and all property caused by, growing out of or incidental to the performance of the Work by the Contractor or by the conditions of the site. Damage to property includes damage to the Work and other property of the Owner, all damages for the obstruction of private driveways, streets and alleys, and all costs and expenses of suits and reasonable attorneys' fees. The obligation set forth in this section shall include, but shall not be limited to, all claims and judgments arising or alleged to arise under the Illinois Law with Respect to the Protection of Adjacent Land Owners. In the event of any such injury, death, loss or damage, or claim or claims therefor, the Contractor shall give immediate notice thereof to the Owner. Nothing contained herein shall require the Contractor to indemnify or hold another person harmless from or against any claims, judgments or liabilities which are the result of that person's own negligence.

8. LAWS

8.01. Illinois Statutes. 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.

8.02. Specific Laws. The Contractor shall specifically review the requirements of the following statutes:

1. An ACT to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year (30 ILCS 560/0.01 et seq.).
2. 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 subdivisions (330 ILCS 55/0.01).
3. 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 (775 ILCS 10.0.01 et. seq.).
4. An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130.0.01 et. seq.).

8.03. Equal Employment Opportunity. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

8.04. Executive Order No. 11246. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement, contract or understanding, a notice, to be provided by the Owner, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965. The Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by the Executive Order

and said rules. The Contractor will permit access to its books, records and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

8.05. Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8.06. Application of 8.03 through 8.05. The Contractor will include the provisions of paragraphs 8.03 through 8.05 in every subcontract or purchase order so that provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.07 Human Rights Act. Bidders, contractors and subcontractors shall be bound by the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations for Public Contracts issued by the Illinois Department of Human Rights ("Department"). In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Department, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further, it will promptly notify the Owner and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBMISSION OF PROPOSALS

By Illinois law sealed proposals shall be submitted as follows. There shall be **two parts marked A and B.** In envelope A. the Bidder shall include all specifications as provided by his firm. Envelope B shall contain pricing and how the vendor arrived at said costs.

NOTE: In keeping with state procurement laws, at the time of the opening of this proposal, NO information regarding the contents will be read. The opening will only consist of reviewing each proposal for the completeness of required forms. A record of proposals shall be prepared and shall be open for public inspection AFTER contract award has been made.

EVALUATION OF PROPOSALS

As per Illinois Statutes the University reserves the right to bring in all or as many as deemed necessary that meet specifications to sit down and negotiate to the University's best interest.. Said panel of negotiators shall include all specialists required to make a final decision. Following contracts shall be handled by Procurement Services and Legal Counsel.

These proposals will be evaluated on the following criteria:

1. Does all equipment meet the specifications Set forth in the proposal;
2. Delivery of products and services after order;
3. Total number of days required to complete the project;
4. Price for each section based on specifications (Northern Illinois University & Hoffman Estates);
5. References.

SUBMISSION OF PROPOSALS

All bidders shall supply at least **2 copies (with the original clearly marked) both Envelope A and B.**

PREVAILING WAGE

The University is required by law to pay prevailing wage. No exceptions shall be made and proof may be required.

*****Please note the mandatory pre-bid meeting on March 24, 2008, at 10:00 AM local time *****

**Location: Northern Illinois University
Hoffman Estates Campus Room 103
5555 Trillium Blvd
Hoffman Estates, IL 60192**

Bidding requirements for the Hoffman Estates Fiber

Northern Illinois University in partnership with the Village of Hoffman Estates has designed a fiber optic cable plant that will be presented as a joint bid. There will be some specific requirements for the bid submission. It is the desire of NIU and the Village of Hoffman Estates to complete the full project using the same contractor, though this may not be the outcome.

All vendors will be required to attend a pre-bid meeting that will be set for a date agreeable for NIU and the Village of Hoffman Estates. The pre-bid meeting will be a walkthrough of all the facilities where the cable will be terminated.

The contractors will be required to submit the bid in two separate parts.

1. The first part will be the installation of fiber for Northern Illinois University. The installation and termination specifications for the fiber NIU is bidding are specified in section 5 of the project scope.
2. The second part will be for the Village of Hoffman Estates which is specified in section 6 of the project scope. The contractor will work with the Village of Hoffman Estates for the completion of work and payment for this section of the bid.

All bids will be submitted to Northern Illinois University. Selection of the vendor for Northern Illinois University will follow all procurement laws as specified by the State of Illinois. The Village of Hoffman Estates will select the contractor as deemed applicable to their governing laws for purchase.

Section 1 – General Provisions

Developer shall notify University at the start of the Project so that University can arrange for an inspector to attend.

Developer shall ensure that all manholes/handholes will be free of debris, adequately sealed, and covers shall be secured as required by their manufacturer.

Prior to installation, Developer and University will agree to material specifications.

The contractor will be responsible to request Public and Private Utility locates.

The contractor shall install the innerduct specified in section 2 in any method deemed most suitable, economical, and efficient.

Contractor shall direct plow, trench, excavate, directional bore, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance with this agreement.

The contractor will be required to comply with all NEC, EIA/TIA, NFPA, OSHA, City, State, and Federal Codes/Regulations.

The contractor will work with Northern Illinois University, local and state governments for specifications and permits to complete the specified work in all easements and right of ways.

The contractor will work with Northern Illinois University on specifications to obtain any private easements rights to complete the specified work.

The optical fiber cables and subducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by city, county or state permits.

Conduits penetrating any firewalls shall be fire stopped with material to meet a 1 hour rating.

The contractor will be responsible to determine soil conditions as part of the bid specification and cost determination. Consideration will be given to obstructions within the final path however; soil and ground conditions should be investigated and included as part of final bid specifications.

Required date for completion of the installation and termination of the fiber will be no later than May 31, 2008.

Contractor will be required to submit lien waivers to Northern Illinois University as part of the final payment to the contractor.

Section 2 – Optical Fiber Cable and Innerduct

Northern Illinois University will accept optical fiber materials from Corning Cable Systems for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube armor cable. Special discount pricing for Corning Cable Systems fiber as part of the NIUNet project can be obtained through the following supplier if the contractor finds this method to be the least costly route.

Graybar
900 Regency Drive
Glendale Heights, IL 60139
Phone (630) 893-3600
Fax (630) 893-3650
Attn: Dave Malinowski
E-Mail: David.malinowski@gbe.com

Northern Illinois University will accept optical fiber materials from Corning Cable Systems for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube armor cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/Single Armor Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

<u>1310 nm</u>	<u>1300 nm</u>	<u>1550 nm</u>
0.4 db/km	0.4 db/km	0.3 db/km

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11). Orange in color and containing no regrind. Minimum duct size is 1 1/2". Any vacant ducts will be equipped with mule tape.

Section 3 – Fiber Termination and Testing

Terminate the fibers per the Scope of Work noted in Section 5. Terminations will be fusion spliced connections to 3 meter factory 8° angled polished connector (APC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location Using Corning Systems rack mounted cabinets.

Optical fiber requiring fusion will use the core-to-core alignment and core inspection methods for the least lost possible in all splices. Individual splices can have a maximum of 0.1dB, not to exceed and average of 0.05 dB per splice over the span.

All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.

All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B. All completed connectors will be tested with the ORL back reflection method. Acceptable results for each test must fall into the following ranges:

APC (Angle Physical Contact) between 55 – 70 dB

All installation tests will be provided in a printed report to Northern Illinois University.

Section 4 – Outside Plant

Outside plant splices will use Corning SCF-6c28-01 canister closure, unless otherwise required or approved by Northern Illinois University.

Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently from the Village of Hoffman Estates local codes. The handholes shall be rated to support the traffic they will be exposed to. All handholes will be marked with long lasting brass metal tags with the information "NIUNet" and a contact phone number of "815-753-8100".

The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.

A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.

A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. Locate pedestals should be located at handholes when in specifications of the above mentioned.

Section 5 – Northern Illinois University- Installation and Termination Description

****This section requires separate pricing in section B-1 of this proposal on page #53**

**** Note this does not include the pricing for the Village of Hoffman Estates portion**

General Description

The goal of the installation is to install a 96 strand fiber optic cable that will connect Northern Illinois University in the Village of Hoffman Estates located at 5555 Trillium Boulevard to the Illinois Tollroad fiber located at the intersection of Beverly Rd. and Interstate 90 (I-90).

Installation Description

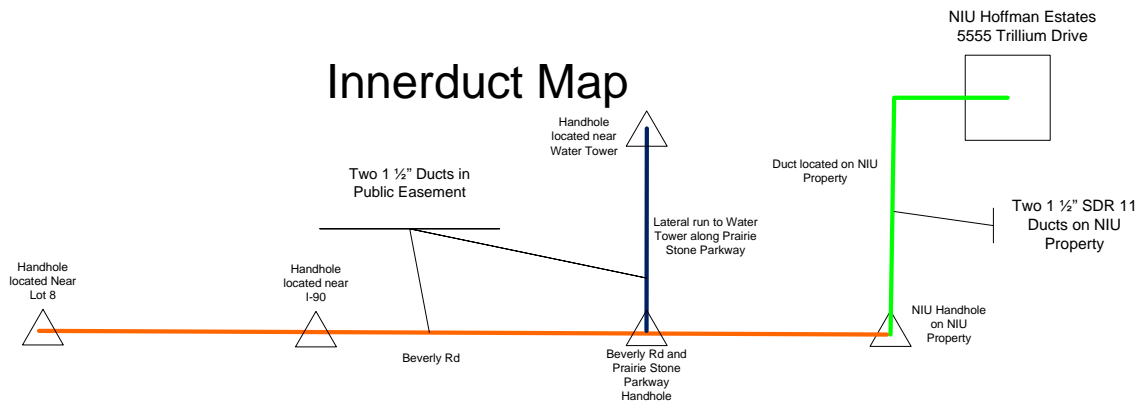
Handholes

A minimum of 3 handholes will be placed between the NIU Hoffman Estates Camp and I-90. General handhole locations are specified in section 7. Appropriately sized handholes will be placed in the route design to accommodate cable placement. Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole.

1. NIU Property Line Handhole – This handhole will be placed on the private property of Northern Illinois University that will be used to provide access the fiber run into the building.
2. Handhole Located at the intersection to Trillium Drive and Beverly Road in the Public Easement.
3. Handhole located near the intersection of Prairie Stone Parkway and Beverly Rd. in the public easement
4. Handhole located closest to the intersection of Beverly Rd. and I-90 near the Illinois Tollroad access point. Contractor will leave enough fiber to reach the Illinois Toll Road hand hole while allowing for the extra 50' to be coiled within the handhole.
5. Termination Panel to be located on near the Village of Hoffman Estates water tower located along Prairie Stone Parkway near GPS coordinates 42 ° 8414.17 N, 88 ° 1346.39.

Innerduct Installation

All innerduct installed will be as specified in section 2. The following describes the specifics of the duct route. Two innerducts will be installed along the complete route.



Fiber Installation

A 96 strand fiber as specified in Section two will be placed in one innerduct from the existing NIU Hoffman Estates Facility to the handhole located at the intersection of I-90 and Beverly Rd.

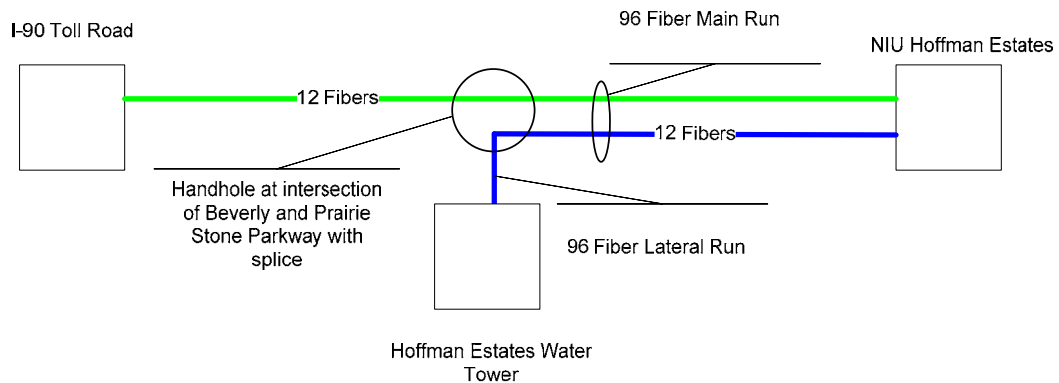
A 96 strand lateral fiber will be run from the Handhole at Beverly Rd and Prairie Stone Parkway and the Water Tower Hand hole.

Fiber Termination

A total of 24 fibers (two buffer tubes) will be terminated as specified in section 3 at the termination point in the NIU Hoffman Estates facility in an existing 19" rack. Contractor will supply a Corning termination cabinet cable to hold a 96 fiber capacity. A splice of 12 fibers will be required in the handhole located at the intersection of Beverly Rd and Prairie Stone Parkway connecting twelve fibers to the water tower location back to the NIU Hoffman Estates Facility. Splicing and termination requirements as specified in sections 3 and 4. The reference for splicing is located in the diagram marked "Splicing and Termination Map".

A total of 12 fibers (One buffer tube) will be terminated as specified in section 3 at the Hoffman Estates Water tower located along Prairie Stone Parkway.

Termination and Splicing Map

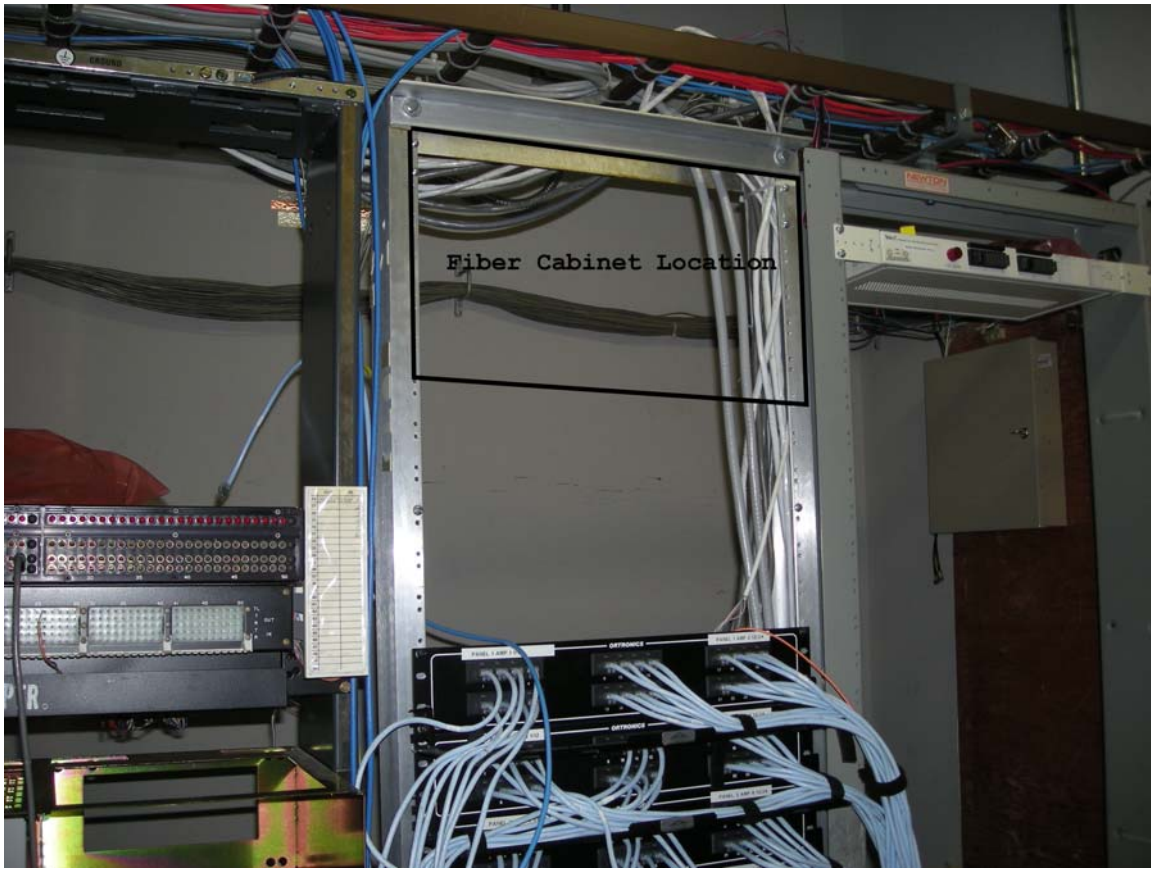


Building Entrance

Cable entry into the buildings will be encased in a 2" EMT pipe from the building entry to the termination panel. Any routing of the pipe within the building will be out of visual site from public areas. Cable will be run within an existing conduit to the telecommunications room.







Conduit Attached to Bridge Structure

This work shall consist of furnishing and attaching Fiberglass Reinforced Epoxy (FRW) conduit with four polyethylene inner ducts place inside the FRW to bridge structures.

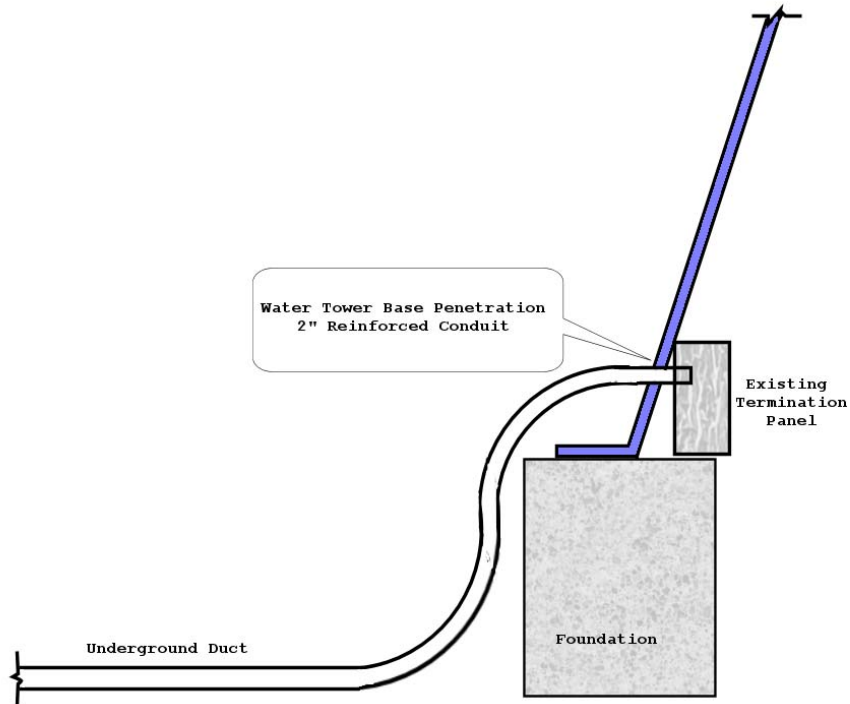
The polyethylene (PE) innerduct shall be 1 ¼" diameter installed to manufacturers specifications. The FRE shall be bullet resistant filament wound reinforced epoxy to comply with the requirement of NEMA TC 2002 and UL 1684. The FRE shall have a 4" inside diameter. All conduits should require manufacturer expansion joints. The FRE shall have the following properties:

Dielectric Strength	500 volts/mil per ASTM D 149
Elongation	2%
Tensile Strength (axial)	11,000 psi per ASTM D 2105
Compressive Strength	11,000 psi per ASTM D 695
Barcol Hardness	55 +/- .75 per ASTM D 2583

All FRE conduits fitting and coupling shall be as specified and recommended by the conduit manufacturer. The construction of the conduit will be in accordance with Article 1088 of the "Standard Specifications for Road and Bridge Construction" that can be found at <http://www.dot.state.il.us/desenv/stdspecs1.html>.

Water Tower Entrance

Access to the water tower will require a 2" reinforced conduit were the cable will enter into the side of the water tower. Entrance into the tower will follow all codes and requirements from the Village of Hoffman Estates.



Section 6 Village of Hoffman Estates

***This section requires separate pricing in section B-2 of this proposal ON PAGE #53**

****Note this does not include the pricing on the NIU Portion of the project****

In cooperation with the Village of Hoffman Estates, two segments of fibers runs will be bid out simultaneously with the bid Northern Illinois University is proposing. The following specifications will be written separately from the NIU bid and given to the Village of Hoffman Estates.

General Description

The goal of the installation is to install a 96 strand fiber optic cable that will connect from a new joint handhole with NIU at the intersection of I-90 and Beverly Rd to a location south of the Toll Road on Lot 8 owned by the Village of Hoffman Estates. Another location will include the installation of a 96 fiber optic cable that will connect from an existing handhole owned by the Village along Pembroke Ave. to a designated location west of Central Rd.

Installation Description

Handholes

Beverly Rd. Fiber

A minimum of 1 handhole will be placed on Lot 8. General handhole locations are specified in section 7. Appropriately sized handholes will be placed in the route design to accommodate cable placement. Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole.

1. Handhole located closest to the intersection of Beverly Rd. and I-90 near the Illinois Tollroad access point. Contractor will coil an extra 50' within the handhole.
2. Lot 8 Handole will be placed in the public easement of the Lot. The contractor will be 300' of fiber coiled in the handhole.

Pembroke Ave. to Central Rd. Fiber

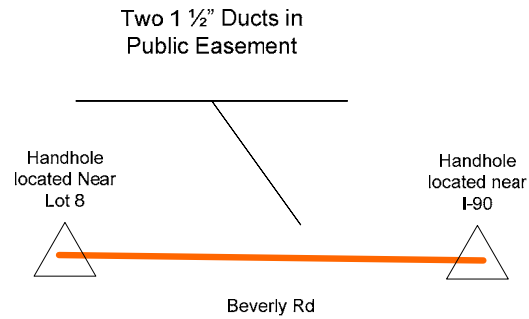
A minimum of three handholes will be place in this route. General handhole locations are specified in section 7. Appropriately sized handholes will be placed in the route design to accommodate cable placement. Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole.

1. Contractor will coil 50' of fiber in the existing handhole located along Pembroke Ave.
2. Handhole located near the intersection of Stonington Ave and Pembroke.
3. Handhole located directly north of the Stonington Ave and Pembroke location on Central Rd.
4. Handhole located off Central Rd to the closet point of the Toll Road hand hole location #446.

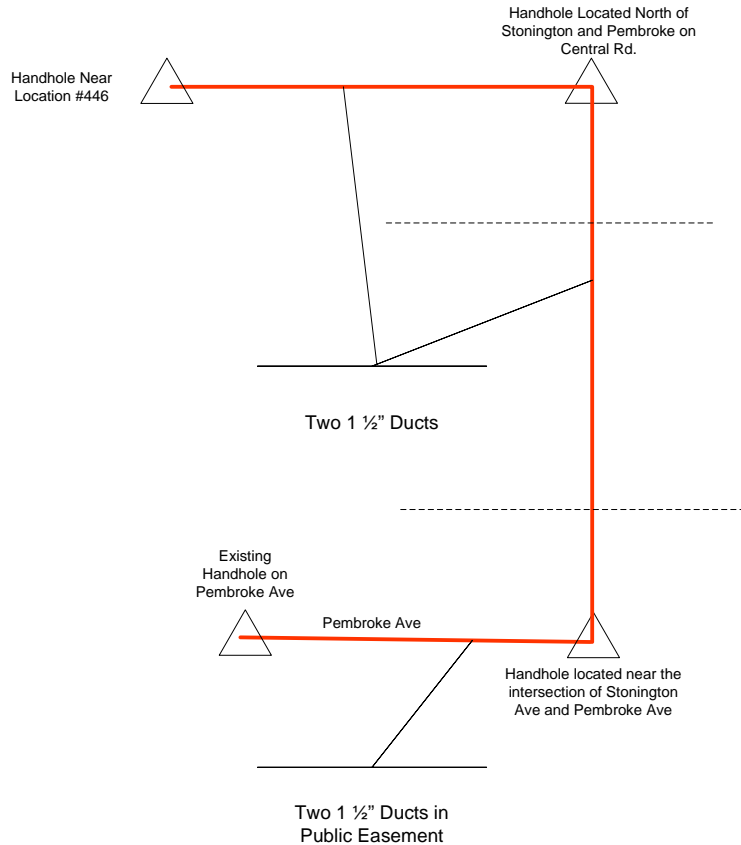
Innerduct Installation

All innerduct installed will be as specified in section 2. The following describes the specifics of the duct route. Two innerducts will be installed along the complete route.

Innerduct Map Beverly Rd



Innerduct Map Pembroke Ave



Fiber Installation

A 96 strand fiber as specified in Section two will be placed in one innerduct along the complete route as specified in the innerduct installation.

Contractor will determine the cost effective model for crossing the Toll Road at both intersections as specified in this document.

Beverly Rd.

The crossing at Beverly Rd. can be accomplished by either a bridge conduit installation as specified in Section 5 or by boring under the toll road. Either method will have to be approved by the Illinois Toll Road Authority.

Pembroke Ave. to Central Rd. Fiber

The location of the crossing will be in the existing public easement currently obtained by the Village of Hoffman Estates. The contractor can choose to bore under the toll road or

locate and use a duct system owned by the Village as part of the water main system. The water main installation will require prior approval of its use from the Village of Hoffman Estates.

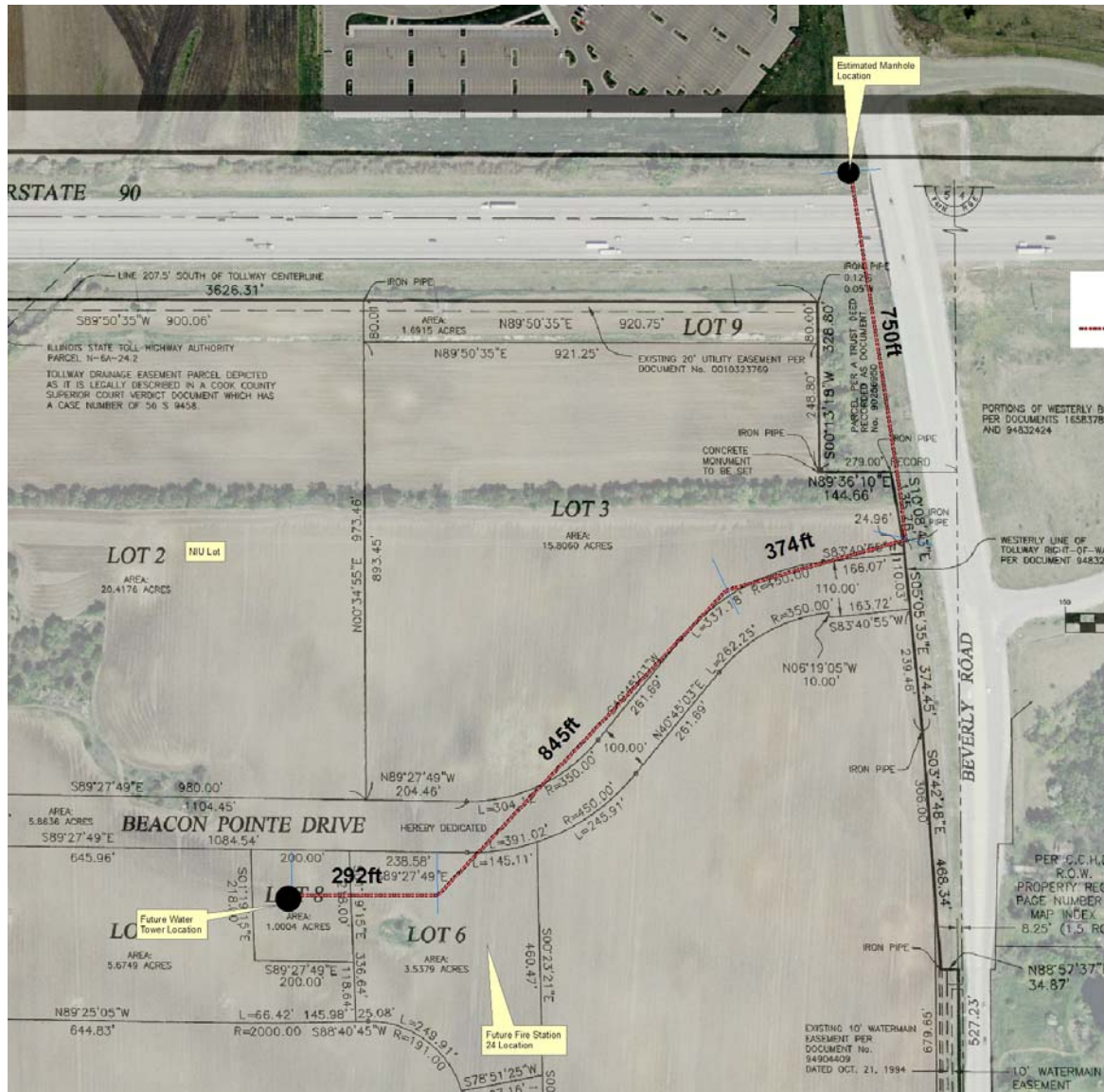
Section 7 – Conceptual Routes

The following drawings are conceptual drawings of the proposed route. Termination points remain consistent while the fiber route may vary.

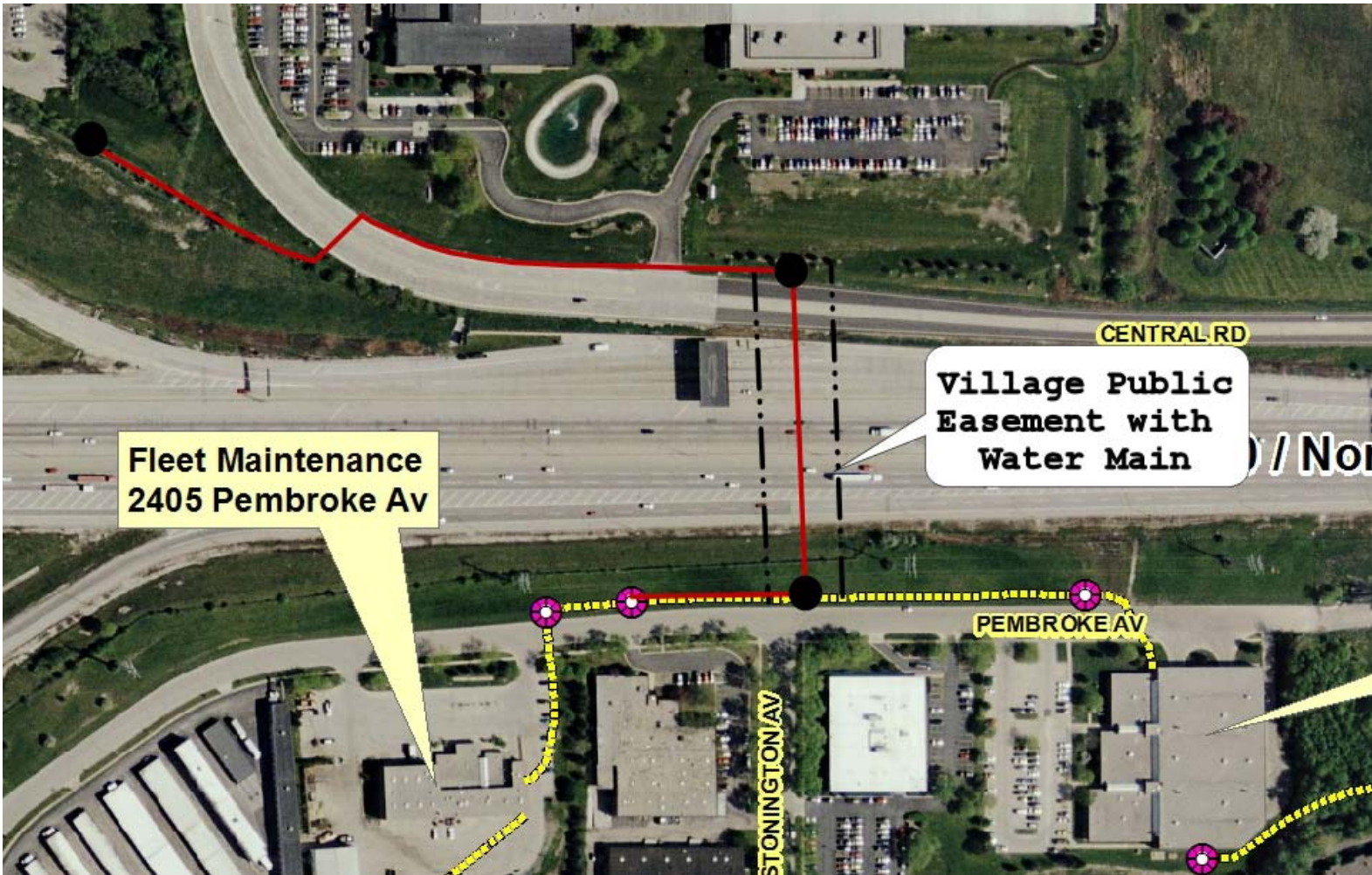
Map 1
NIU Fiber



Map 2 Village of Hoffman Estates Fiber



Map 3
Village of Hoffman Estates Fiber



Equipment bid matches all specifications enumerated in this document: _____/Yes
_____/No

Equipment bid exceeds specifications: _____/Yes _____/No

Payment Terms:

Did vendor attend mandatory pre-bid meeting? _____ Yes _____ No

Delivery After Receipt of Order:

_____ /days

Number of Days to Complete

Project: _____ /days

Warranty:

—

Term of Warranty:

Warranty Contractor:

NAME

ADDRESS

CITY, STATE, ZIP

Quote On Page

NIU Portion of project

PART B-1 – COST

Any other potential costs
Outside of proposal(section 5 NIU) \$ _____

PROPOSAL GRAND TOTAL: \$ _____
(Northern Illinois University
Section 5 of spec)

Village of Hoffman Estates portion

Part B-2-COST

Any other potential costs
Outside of proposal
(section 6 Village of Hoffman estates) \$ _____

PROPOSAL GRAND TOTAL: \$ _____
(Village of Hoffman Estates
Section 6 of spec)

REFERENCES

List references of jobs of similar size and complexity:

- 1. Name _____
Address _____
City, State, Zip _____
Phone _____
Contact Person _____

- 2. Name _____
Address _____
City, State, Zip _____
Phone _____
Contact Person _____

- 3. Name _____
Address _____
City, State, Zip _____
Phone _____
Contact Person _____

SIGNATURE/CERTIFICATION

By signing this bid/proposal, respondent signifies agreement with and acceptance of all the terms, conditions, specifications and certifications shown herein. Any exceptions to these terms, conditions, specifications and certifications must be clearly identified in a cover letter referencing the pertinent section from this bid/proposal. The University will be the sole judge of the acceptability of any exception noted and is not bound to consider any bid/proposal submitted with exceptions.

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

Submitted by:

Company Name: _____

Name (Printed): _____

Signature: _____

Title: _____

Telephone: _____

FAX: _____

Date: _____

B I D C E R T I F I C A T I O N S

[THESE SHEETS MUST BE COMPLETED, SIGNED AND RETURNED FOR YOUR SUBMISSION TO BE CONSIDERED.]

The undersigned agrees to fulfill the terms of this bid and certifies the following as required by the laws of the State of Illinois and the regulations of the Board of Trustees of Northern Illinois University:

1. The vendor is not barred from contracting with any unit of state or local government as a result of bid-rigging or bid-rotating in violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961. 720 ILCS 5/33E-3, 5/33E-4.
2. The vendor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the vendor been so convicted or made such admission of bribery in the vendor's behalf and pursuant to the direction or authorization of a responsible official thereof.
3. If the vendor is an individual, sole proprietorship or partnership, the vendor or its partners are not in default on an educational loan as provided in An Act in Relation to Education Loans, 5 ILCS 385/0.01 et seq.
4. If the vendor has 25 or more employees and the contract for the work in connection with this bid will exceed \$5,000, the vendor is familiar with the Drug Free Workplace Act, 30 ILCS 580/1 et seq., and will provide a drug free workplace in compliance with the Act. If the vendor is an individual, sole proprietorship or partnership, the vendor or its partners will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the work in connection with this bid.
5. The vendor and any affiliates are not barred from being awarded a contract pursuant to Section 50-11 of the Illinois Procurement Code, 30 ILCS 500/50-11, based on the fact that it knows or should know that it or any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board unless the vendor or its affiliate has entered into a deferred payment plan to pay off the debt. The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false or if the vendor is determined to be delinquent in the payment of any such debt during the term thereof.
6. The vendor is not barred from entering into a contract pursuant to Section 50-12 of the Illinois Procurement Code, 30 ILCS 500/50-12, based on the fact that it or any of its affiliates fail 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 Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false.
7. The vendor is not barred from being awarded a contract pursuant to Section 50-14 of the Illinois Procurement Code, 30 ILCS 500/50-14, based on the fact that it has been found to have violated Section 42 of the Environmental Protection Act. The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false.
8. The vendor is not barred from being awarded a contract pursuant to Section 50-10.5 of the Illinois Procurement Code, 30 ILCS 500/50-10.5, based on the fact that neither the vendor nor any officer, director, partner, or managerial agent of the vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five (5) years prior to the date of this bid. The vendor further acknowledges that Northern Illinois University may declare its contract with the vendor in connection with this bid void if this certification is false.
9. In accordance with the State Prohibition of Goods from Forced Labor Act, 30 ILCS 583/1 et seq., no foreign-made equipment, materials or supplies furnished to Northern Illinois University under its contract with the vendor in connection with this bid have been produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction.
10. In accordance with the State Prohibition of Goods from Child Labor Act, 30, ILCS 584/1 et seq., no foreign-made equipment, materials or supplies furnished to Northern Illinois University under its contract with the vendor in connection with this bid have been produced in whole or in part by the labor of any child under the age of 12.
11. If the contract for the work in connection with this bid will exceed \$10,000, neither the vendor 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.
12. As provided in Section 25-80 of the Procurement Code, 30 ILCS 500/25-80, any successor service contractor, other than heating and air conditioning, plumbing and electrical service contractors, shall offer to assume the collective bargaining obligations of the prior employer, including those obligations under any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract in connection with this bid and shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed by the successor service contractor in connection with this bid.
13. If the vendor is an owner of a residential building in Illinois, the vendor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act that has not been mitigated.

B I D C E R T I F I C A T I O N S

[THESE SHEETS MUST BE COMPLETED, SIGNED AND RETURNED FOR YOUR SUBMISSION TO BE CONSIDERED]

- CONTINUED -

14. PLEASE CHECK THE APPROPRIATE LINE BELOW. Within the 24 months before this submission, the bidder, offeror or proposing entity, or any of its corporate parents or subsidiaries, had business operations that involved contracts with or the provision of supplies or services to:

- a. the Government of Iran
- b. companies in which the Government of Iran has any direct or indirect equity share,
- c. consortiums or projects commissioned by the Government of Iran or
- d. companies involved in consortiums or projects commissioned by the Government of Iran,

AND

- a. more than 10% of the vendor's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the vendor's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the vendor has failed to adopt, publicize and implement a formal plan to cease scrutinized business operations within one year and to refrain from any such new business operations; or
- b. the vendor has, on or after August 5, 1996, made an investment or \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

YES NO

15. State statutes preclude the award of contracts payable from appropriated funds to certain officials and employees of the State of Illinois or members of their immediate families or business entities under their control. The Board of Trustees regulations preclude the award of any contracts to University officers or employees or members of their immediate families or business entities under their control unless the University's president approves the purchase.

PLEASE CHECK THE APPROPRIATE LINE BELOW. The vendor holds elective office in the State of Illinois, holds a seat in the Illinois General Assembly or is appointed to or employed by any of the offices or agencies of Illinois government and receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or is the spouse or minor child of any such person.

YES NO

PLEASE CHECK THE APPROPRIATE LINE BELOW. The vendor is a University officer or employee, or a member of the immediate family of a University officer or employee, or the vendor is a firm, partnership, association or corporation, the owner or principal owners or major officers or primary employees of which are officers or employees of the University or members of the immediate family of officers or employees of the University.

YES NO

16. Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> [IRC 501 (a) only] |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

17. **CHECK AS MANY OF THE CATEGORIES BELOW WHICH APPLY TO YOU OR YOUR BUSINESS:**

A. **"MINORITY OWNED BUSINESS"** means a business concern which is at least 51 percent owned by one or more minority persons; or in the case of a corporation, at least 51 percent of the stock of the corporation is owned by one or more minority persons, and the management and daily operations 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 and who is: BLACK, HISPANIC, ASIAN AMERICAN, AMERICAN INDIAN OR ALASKAN NATIVE.
(For clarification of ethnic categories, contact the Minority and Female Business Enterprise Division of the Illinois Department of Central Management Services.)

B I D C E R T I F I C A T I O N S

[THESE SHEETS MUST BE COMPLETED, SIGNED AND RETURNED FOR YOUR SUBMISSION TO BE CONSIDERED]

- CONTINUED -

UNDER THIS DEFINITION THIS FIRM IS: _____ A MINORITY OWNED BUSINESS

___BLACK ___HISPANIC ___ASIAN AMERICAN ___AMERICAN INDIAN OR ALASKAN NATIVE

B. **"FEMALE OWNED BUSINESS"** means a business concern which is at least 51 percent owned by one or more female persons; or in the case of a corporation, at least 51 percent of the stock of the corporation is owned by one or more female persons, and the management and daily operations are controlled by one or more of the females who own it.

"Female" shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.

UNDER THIS DEFINITION THIS FIRM IS: _____ A FEMALE OWNED BUSINESS

C. **"NOT-FOR-PROFIT AGENCY FOR THE SEVERELY HANDICAPPED"** shall be one which:

- 1) complies with Illinois laws governing not-for-profit organizations
- 2) is certified as a sheltered workshop by the Wage and Hour Division of the U.S. Department of Labor
- 3) meets the IDORS Just Standards for rehabilitation facilities.

UNDER THIS DEFINITION THIS FIRM IS: _____ A NOT-FOR-PROFIT AGENCY FOR THE SEVERELY HANDICAPPED

_____ Check here if you have been certified by the Minority and Female Business Enterprise Division of the Illinois Department of Central Management Services. Northern Illinois University reserves the right to verify this information with CMS.

18. The vendor shall maintain, for a minimum of three (3) years after the date of final payment or the completion of the contract for the work in connection with this bid, whichever is later, such books and records relating to its performance of said contract which are necessary to support the amounts charged to Northern Illinois University under said contract; all books and records required to be maintained hereunder shall be available for review and audit by the Illinois Auditor General and Northern Illinois University; and the vendor shall cooperate fully with any such audit. Failure to maintain the books and records required by this paragraph shall establish a presumption in favor of Northern Illinois University for the recovery of any funds paid by Northern Illinois University in connection with this bid for which the books and records are not available.
19. The contract for the work in connection with this bid is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payment under the terms that contract.

THE ABOVE INFORMATION IS CERTIFIED BY:

NAME OF VENDOR: _____

BUSINESS ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. () _____ FAX NO. () _____

RUBBER STAMPED OR TYPED SIGNATURES WILL NOT BE ACCEPTABLE

BY _____ TITLE _____

WITNESS _____ TITLE _____

TAXPAYER IDENTIFICATION NO. (TIN) _____

DATE _____, 200__

YOU MUST COMPLETE ALL OF THE INFORMATION ABOVE AND RETURN THIS CERTIFICATION, AS REQUESTED, BEFORE YOUR BID CAN BE CONSIDERED OR ANY PAYMENTS MADE. (Rev 1-4-08)

REQUIRED FORM

CERTIFICATION OF DHR ELIGIBILITY FORM*

***NORTHERN ILLINOIS UNIVERSITY IS REQUIRED to deal **ONLY** with those firms registered with the Illinois Department of Human Rights (except those vendors who are exempt from this requirement). This sheet **MUST** be completed and returned **WITH EACH BID, PROPOSAL or QUOTE** for it to be considered. If you need to look up or obtain a DHR NUMBER, contact:**

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

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

CERTIFICATION OF DHR ELIGIBILITY

State of _____)
) SS
County of _____)

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

**That _____ is eligible for competitively bid public
(Name of Bidding Enterprise)**

**contracts in Illinois and has been issued bid (DHR) number _____ by the
ILLINOIS DEPARTMENT OF HUMAN RIGHTS.
OR**

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

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

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

(Company Official's Signature)

(Company Official's Title)

Subscribed and sworn to before me this _____ day of _____, 200_____.

Notary Public

(SEAL)

BID BOND FORM

AS PRINCIPAL, and _____

a corporation of the State of _____ as Surety, are held and firmly bound unto the Board of Trustees of Northern Illinois University, as Obligee in the amount of 5% of the total bid: _____ Dollars (\$ _____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to this agreement.

PRINCIPAL has submitted to Obligee a bid to enter into a written contract for

in accordance with bidding documents for said project.

THE CONDITION OF THIS OBLIGATION is that if Principal, upon acceptance by obligee of its bid within the period of time specified for acceptance, shall execute the contract and give such bonds as are required by the terms of the proposal within the time specified, or in the event of the failure to comply with the requirements of the bid, if principal shall pay obligee (1) for all costs of procuring the work which exceeds the amount of its proposal, or (2) the amount of this binds as liquidated damages in the event Principal is a sole bidder and after an attempt to secure other bids by readvertising none can be obtained, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that its obligation shall not be impaired by any extensions of time for Obligee's acceptance or compliance with post award requirements. Surety hereby waives notice of such extensions.

SIGNED AND SEALED this _____ day of _____, 200_____

CONTRACTOR:

SURETY:

By _____

By _____

Title _____

Attest:

Corporate Secretary

PERFORMANCE BOND LETTER FORM

Board of Trustees of
Northern Illinois University
DeKalb, IL 60115

Through this agency, _____
(Name of Bidder)

of _____ has advised
(Business Address of Bidder)

_____ that the Board of
Trustees of Northern Illinois University is receiving bids at _____

(Location Bids are to be Received)

on the _____ day of _____ 200_____ for work to be done at

(Location of Project)

_____ has also advised that it is
submitting a bid for _____ work. In the event the Bid
of _____
(Name of Bidder)

is accepted, and a contract is awarded to this Bidder, _____

(Name of Surety)

_____ will issue a Performance and
Payment Bond for said work on a form provided by the Board of Trustees of Northern
Illinois University.

Signed _____

NORTHERN ILLINOIS UNIVERSITY

DIVISION O – BIDDING & CONTRACT REQUIREMENTS

Section 00300 – Bid Form
DHR Form PC-2

State of Illinois

DEPARTMENT OF HUMAN RIGHTS

BIDDER'S EMPLOYEE UTILIZATION FORM

Project number:

Project duration

Project title:

Bid Opening Date

Bid for (type of work)

MINORITIES/WOMEN GOALS
When Total Workforce Employed Is

*(G) (F) (C) (O)

JOB CATEGORIES	TRADE CODES	1-3	4-10	10 or more
Superintendent	01	_____	_____	_____
Foreman	02	_____	_____	_____
Sheet Metal	03	_____	_____	_____
Equipment Oprtr	04	_____	_____	_____
Elevator Mechanic	05	_____	_____	_____
Ironworker	06	_____	_____	_____
Carpenter	07	_____	_____	_____
Acoustical Tiler	08	_____	_____	_____
Ceramic Tilesetter	09	_____	_____	_____
Brick Mason	10	_____	_____	_____
Cement Mason	11	_____	_____	_____
Lather (Metal/Wood)	12	_____	_____	_____
Taper	13	_____	_____	_____
Plasterer	14	_____	_____	_____
Painter	15	_____	_____	_____
Glazier	16	_____	_____	_____
Roofer	17	_____	_____	_____
Metal Deck Roofer	18	_____	_____	_____
Laborer	23	_____	_____	_____
Fencing/Guard Rail	25	_____	_____	_____
Landscaping	26	_____	_____	_____
Truck Driver	28	_____	_____	_____
Air Test & Balance	29	_____	_____	_____
Sand Blast/Wtrprfg	30	_____	_____	_____

*Contract Identification

- (G)General (P)Plumbing (V)Ventilating
- (F)Fixed Equipment (H)Heating (E)Electrical
- (C)Carpet (O)Other

MINORITIES/WOMEN GOALS
When Total Workforce Employed Is

*(P) (H) (V) (E) (O)

JOB CATEGORIES	TRADE CODES	1-3	4-10	10 or more
Sheet Metal	03	_____	_____	_____
Equipment Operator	04	_____	_____	_____
Pipefitter	19	_____	_____	_____
Plumber	20	_____	_____	_____
Insulator	21	_____	_____	_____
Temperature Control	22	_____	_____	_____
Laborer	23	_____	_____	_____
Electrician	24	_____	_____	_____
Air Test & Balance	29	_____	_____	_____

The bidder/contractor agrees to these goals for himself and his subcontractors in employing women and minorities for each category of work under the contract from the 10% through the 90% completion of the work of the trade. If the contractor fails to make a good faith effort to achieve these goals, *CA may file a complaint against the Contractor with the **Illinois Department of Human Rights (DHR)**. Sanctions resulting from a finding of non-compliance may include one or more of the following: 1) termination of contract, 2) forfeiture of profit, 3) loss of prequalification status with *CA.
*Contracting Agency

Printed by the authority of the State of Illinois
5,000-2-23-81 Printing Order Number 22

BIDDER: (firm name, address, telephone number)

INSTRUCTIONS FOR COMPLETING TABLES ON REVERSE SIDE

A. **Table A.** Throughout Table A include a projection of the number of persons to be employed directly by the bidder/contractor and Projection of the number of persons to be employed by his subcontractors.

1. Under "Total Employees" include the total number of employees by job category to be used in the performance of the contract work.
2. Break down the "Total Employees" column by job category under the appropriate column headings.

B. **Table B.** Include those persons currently employed by bidder/contractor and his subcontractors who will be utilized on this contract. Indicate minorities as appropriate.

C. For projected number of "new hires," _____ will be recruited from the project area.

DHR FORM PC-2

Federal Employer Identification Number _____

Illinois DHR Identification Number _____

BY _____ signature

ATTEST

Secretary _____

SIGNATURE REQUIRED

MONITOR

- 1. Monitored
- 2. Non-Monitored

Project Number Contract Number Contractor ID Tech ID -----

Contract Description

TABLE A												TABLE B			
Job Categories	Trade Codes	Total Employees		Black		Spanish Named or Origin		Am Ind, Oriental, W Female		OJT'S & Appren-tices		Current Employees to be Assigned to Contract			
		M	F	M	F	M	F	M	F	M	F	Total		Minority	
												M	F	M	F
Superintendent	01														
Foreman	02														
Sheet Metal	03														
Equipment Operators	04														
Elevator Mechanics	05														
Ironworkers	06														
Carpenters	07														
Acoustical Tilers	08														
Ceramic Tile Setters	09														
Brick Masons	10														
Cement Masons	11														
Lathers (Metal/Wood)	12														
Tapers	13														
Plasterers	14														
Painters	15														
Glaziers	16														
Roofers	17														
Metal Deck Roofers	18														
Pipefitters	19														
Plumbers	20														
Insulators	21														
Temperature Control	22														
Laborers	23														
Electricians	24														
Fencing, Guard Rails	25														
Landscaping	26														
Well Drilling	27														
Truck Drivers	28														
Air Test & Balancing	29														
Sand Blast'g/Wtrprfg	30														
TOTALS												TOTALS			

Financial Interests and Potential Conflicts of Interests Disclosures

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

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

▶ 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
--------------------------	---	---------------------

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.

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

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FUEL SURCHARGES

Any possible application of fuel surcharges must be acknowledged and indicated in your bid/proposal response in order to be considered for payment by the University at the time of invoicing. **If the application of a fuel surcharge is not indicated in your bid/proposal response, the university will not honor nor pay (nor be liable to pay) any fuel surcharges appearing on invoices.**

Will any fuel surcharges apply to bid/proposal-related invoices?

Yes _____ No _____

PROCUREMENT OF DOMESTIC PRODUCTS ACT PA 93-0954

In compliance with Public Act 93-0954 Procurement of Domestic Products Act, please **check the statement below that applies** to the articles you are offering in this bid/proposal. For the purposes of this question “manufactured in the United States” means in the case of assembled articles that final assembly occurred in the United States.

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

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

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

Please check if you
are submitting a no bid.

RFP #smo94302

Opening Date: 4/8/08

Opening Time: 2:00 pm local time

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