

# REQUEST FOR PROPOSAL

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**Send or Deliver Proposal to:**  
Purchasing Department  
4<sup>th</sup> Floor, Building C  
5500 North St Louis Avenue  
Chicago, IL 60625  
773/442-5308 FAX 773/442-5314

## REQUEST FOR PROPOSAL (RFP)

**R45926**

### DRUPAL HOSTING

**PROPOSAL ISSUED DATE: Friday, August 24, 2012**

**PROPOSAL DUE DATE & TIME: Friday, September 28, 2012, 2:00 pm local time**

***NOTE: RESPONDENT MUST COMPLETE THE FOLLOWING ENCLOSED DOCUMENTS. FAILURE TO COMPLETE AND RETURN THESE FORMS WITH YOUR OFFER WILL RESULT IN ITS BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION.***

- ***APPENDIX III, "DISCLOSURES AND CONFLICTS OF INTERESTS" FORM***
- ***APPENDIX V, "STATE BOARD OF ELECTIONS CERTIFICATION."***
- ***APPENDIX VI, "CERTIFICATIONS, PREFERENCES AND SIGNATURE."***

Technical questions regarding proposal specifications should be directed in writing to:

Jean Potillo  
Director – University Technology Services – Applications  
J-Potillo@neiu.edu

Questions regarding proposal procedures should be directed in writing to:

Tom Hutchings  
Purchasing Officer  
T-Hutchings@neiu.edu

All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at: **[www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us)**

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## 1.0 INTRODUCTION

### 1.1 DESCRIPTION OF PROPOSAL

Northeastern Illinois University requests proposals for a comprehensive dedicated/cloud hosting and support of the Drupal Content Management Application and our website <http://www.neiu.edu> with the services to be provided included but not limited to the scope of work described generally below:

### 1.2 OVERVIEW

Northeastern Illinois University (NEIU) is a comprehensive state university servicing nearly 12,000 commuter students in an attractive residential area on the northwest side of Chicago. The University offers more than 70 undergraduate and graduate majors in the arts, sciences, education, and business. NEIU's El Centro, Carruthers Center for Inner City Studies, University Center, and Chicago Teachers' Center locations add to NEIU's strong presence in Chicago. Recognized as one of the most diverse universities in the Midwest, NEIU's population provides a microcosm of the rich ethnicity, culture, age, and language of the Chicago metropolitan area and the world.

As a public institution of higher education, Northeastern Illinois University is committed to a set of shared values that, taken collectively, guides actions and interactions as the University community works together to prepare graduates for the responsible exercise of citizenship. The shared values are Integrity, Excellence, Access to Opportunity, Diversity, Community, and Empowerment through Learning.

Our current website includes content for both internal and external audiences. Under a separate RFP, the University selected a partner to redevelop our website for an external audience only. This external audience includes prospective students, alumni, parents, donors, and event attendees. While the current website uses Serena Collage as a CMS, the University will be switching to Drupal, an open sourced product requiring no annual application licensing fees, for content management of this new website.

This RFP focuses on finding the most suitable Drupal Hosting vendor to aid in creating a world class website.

#### **OVERVIEW OF PROJECT OBJECTIVES:**

The University has several marketing and communication objectives for this Web project that need to be considered when responding to this request for proposals.

#### **INSTITUTIONAL MARKETING PLAN OBJECTIVES OVERVIEW:**

- Create a robust web presence that provides a responsive online experience that is easy to navigate and that engages our various constituencies.
- Incorporate appropriate Drupal technology to facilitate timely and dynamic content development.
- Create a dependable web infrastructure designed to technically support the effort to build loyalty to the University and increase motivation for desired actions, such as:
  - Giving by alumni, parents and friends;
  - Positive responses from the academic community in reputational surveys;
  - Increase the number of highly qualified students who apply to the University;
  - Participation by alumni and friends in University activities and events; and
  - Successful recruitment of talented faculty and staff.
- Implement the appropriate set of web developed tools to identify and utilize data-driven marketing and outreach strategies.
- In coordination with the firm selected in the RFP for NEIU Website Content and Design Redevelopment (R44150) provide the web infrastructure and web related tools required to deliver a stable and responsive web platform capable of supporting the NEIU web presence as outlined.

## **COMMUNICATION OBJECTIVES:**

- Provide the integration platform and tools necessary to integrate all of the University 'stand-alone' websites directed to external audiences into the NEIU neiu.edu Web presence.
- Incorporate a platform that enables search engine optimization that can be leveraged by users that will facilitate findability by allowing for easy population of keywords, metatags, etc.
- Enable the University to exploit connections to social media channels, in particular Facebook, Twitter, YouTube, Flickr and Linked In.
- Provide the infrastructure to enable the University to expand the Web multimedia presentation capabilities to better support University needs.
- Provide a comprehensive and stable foundation which will enable the university and the web content developers the ability to install and support easy-to-use tools to aid the University in providing timely content for the website.
- Aid in the development of an institutional data collection strategy that aims to acquire more and better data from visitors to neiu.edu, i.e. E-mail addresses.

## **2.0 INSTRUCTIONS TO RESPONDENTS**

### **2.1 RESPONDENT'S RESPONSIBILITY TO READ REQUEST FOR PROPOSAL**

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

**All State universities in Illinois publish their competitive bids, RFPs, and other procurement notices, as well as award information, at:**

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

Interested suppliers should note that, unless otherwise stated in the bid or RFP documents, there is no charge or fee to obtain a copy of or respond to documents posted for competitive solicitation. Suppliers intending to respond to any posted solicitation are encouraged to visit the web site above to insure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any amendments to them, available to suppliers after they have completed a simple registration process. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

**Any supplier receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments.** The issuing University is not responsible for insuring that all or any procurement documentation is received by a supplier that is not appropriately registered with the issuing University.

### **2.2 SUBMISSION OF PROPOSALS AND CONTRACT**

#### **PROPOSAL PACKAGE**

To facilitate evaluation, submit the Proposal in three (3) separate parts as described below. The parts may be submitted in the same package provided the parts are clearly separated and identified as outlined below.

#### **2.2.1 Technical Proposal**

Submit three (3) original (clearly marked as "Original") copies, and one electronic copy (CD or disk) of the completed and signed Technical Proposal in a sealed package clearly marked with the RFP number and "Technical Proposal". The following documents comprise the Technical Proposal.

- a. Response to Appendix I, Technical Requirement

- b. Completed and signed Disclosures and Conflicts of Interest (Appendix III)
- c. Completed Bidders Application Form (Appendix IV)
- d. Completed State of Illinois Board of Elections Certification (Appendix V)
- e. Completed and signed Certifications, Preferences and Signatures (Appendix VI)
- f. Signed copy of sample contract (Appendix VII) along with any exceptions to the contract or Technical Requirements
- g. All other information requested in the RFP and any attachments

### **2.2.2 Pricing Proposal**

Submit three (3) original (clearly marked as “Original”) copies, and one electronic copy (CD or disk) of the completed and signed Pricing Proposal (Appendix II) in a separate sealed envelope that is clearly marked with the RFP number and “Pricing Proposal.” The response to Appendix II should include any supplemental or renewal option period pricing schedules.

### **2.2.3 Contract:**

Submit two (2) copies of the original completed and signed Contract (Sample of contract to be used is in Appendix VII). Each Contract copy will require an original signature. The successful Respondent will be required to sign and execute this sample contract as provided in Appendix VII prior to commencing work specified. Any additional terms and conditions must be submitted with your response to this RFP, as noted in Appendix IV. Clearly identify any exceptions to the terms and conditions of the Contract by referencing the pertinent Article in a letter submitted with the signed Contract. Such exceptions will be considered when evaluating the Proposer’s response to this RFP.

### **Submission of Proposals:**

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

As all U.S. Postal Service or express mail is delivered to the central University mail service, it is strongly recommended that you allow enough time for internal mail delivery.

### **2.3 UNIFORMITY**

To provide uniformity and to facilitate comparison of proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in the RFP. All information submitted must be in the same sequence as it appears in this RFP.

### **2.4 PROPOSAL MATERIALS**

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

### **2.5 ERRORS AND OMISSIONS**

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

### **2.6 RFP INTERPRETATION**

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

## **2.7 ADDENDUM**

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

## **2.8 PROPOSAL MODIFICATION**

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

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposal provided that they are then fully in conformance with the requirements of the RFP.

## **2.9 CONFIDENTIALITY**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss his proposal, or any part thereof, with any employee or agent of the University, except as allowed under the direction of this RFP. The Respondent is hereby warned that any part of his proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

## **2.10 USE OF SUBCONTRACTORS**

If you intend to use Subcontractors to perform any portion of the work described in this Request for Proposal, you must clearly state so in your response. Your response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract and the cost basis for determining the amount of the subcontract.

## **2.11 PERIOD OF FIRM PROPOSAL**

Offers must be kept firm for acceptance for at least one hundred and twenty (120) days after the date the RFP is opened. Proposals with acceptance periods of less than one hundred and twenty (120) days may be considered non-responsive. The Respondent may specify a longer time period than indicated here. If the Respondent indicates no period for acceptance, the proposal will be considered firm for one hundred and twenty (120) days and thereafter until written notice to the contrary is received.

The pricing of services requested under this RFP are to be considered firm for the full term of the engagement, including optional renewal periods as described in Appendix II herein. Upon mutual consent of the University and the Respondent, the fees proposed in the RFP response may be modified if deemed to be in the best interest of the University.

## **2.12 RESPONDENT'S RESPONSIBILITY FOR SERVICES PROPOSED**

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

## **2.13 BIDDER'S APPLICATION FORM AND DISCLOSURE INFORMATION**

All Respondents must have a current Bidder's Application Form (Appendix IV) on file at the University. If the University has a current Bidders Application on file for your firm you do not need to submit another.

**NOTE: RESPONDENT MUST COMPLETE THE ENCLOSED "DISCLOSURES AND CONFLICTS OF INTEREST" FORM (APPENDIX III). FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER WILL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION.**

## **2.14 ILLINOIS DEPARTMENT OF HUMAN RIGHTS (IDHR) ELIGIBILITY NUMBER**

All responses require an Illinois Department of Human Rights (IDHR) number or a statement that a PC-1 Employer Report Form has been submitted to the Department. For more information, contact the IDHR, Public Contracts Unit, Suite10-100, 100 West Randolph Street, Chicago, IL 60601, (312) 814-2431, or see the following web site: <http://www.state.il.us/dhr/index> or <http://www.state.il.us/cms>.

Please be aware that, as of January 1, 2010, per Public Act 096-1786, all those filling for, or renewing an IDHR number will be charged a \$75.00 registration fee which will be valid for five years from the date issuance. See Appendix I for the Bidders Application and Disclosure Statement.

## **2.15 TAXPAYER IDENTIFICATION NUMBER**

The Proposer is required to provide its taxpayer Identification number (TIN) if awarded a contract. The following instructions apply to the TIN:

- For individuals and sole proprietors, this is the individual's social security number. For other entities, it is the employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.
- If the Proposer does not have a TIN, apply for one immediately. Individuals must complete Form SS-5, Application for a Social Security Number, which can be obtained from a local office of the Social Security Administration. All other entities must complete form SS-4, Application for Employer Identification Number, which can be obtained from the local office of the Internal Revenue Service.

## **2.16 COMPLIANCE WITH ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT**

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

## **2.17 ILLINOIS STATE BOARD OF ELECTIONS CERTIFICATION**

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

**Any firm or individual who wishes to submit a bid or proposal in response to this solicitation, and is required to register with the State Board of Elections, must be registered as a business entity at the time this proposal is due. Please refer to Appendix V for specific details regarding registration.**

**Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions related to reporting and making contributions to state office holders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office.**

**Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership corporation, limited liability company or partnership or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, it is prohibited from making political contributions.**

**Note: Vendors may register with the State Board of Elections online at <https://BEREP.elections.il.gov>.**



### **3.0 GENERAL TERMS AND CONDITIONS**

#### **3.1 UNIVERSITY'S RIGHT TO HAVE WORK EXECUTED**

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

#### **3.2 RIGHT TO TERMINATE CONTRACT**

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

The resulting Contract will be subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly, the Board of Trustees of Northeastern Illinois University or Federal funding source fails to make an adequate appropriation to make payments under the terms of the Contract.

#### **3.3 INDEPENDENT CONTRACTOR**

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

#### **3.4 PATENT AND COPYRIGHT**

The successful respondent and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items or information furnished hereunder.

#### **3.5 WARRANTIES**

Any warranties provided on the goods or services offered should be specified in Respondent's offer will become part of any resulting Contract.

#### **3.6 ADMINISTRATION OF CONTRACT**

The University Purchasing Department shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of the resulting Contract. All matters of interpretation, approval, or scheduling shall be directed to the University Purchasing Department who in cooperation with the University Legal Counsel shall arrive at a decision. When Contract is awarded, a University Technical Representative may be designated.

#### **3.7 AMENDMENTS**

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

#### **3.8 ASSIGNMENT**

The resulting Contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party

provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

### **3.9 RIGHTS IN DATA**

All original data and records of this work first produced by Contractor under this Contract shall be the property of the University. Permission to use such information for other purposes may be sought by the Contractor from the University, through the University Contract Representative. The Contractor shall not publish or otherwise disclose in any manner, except to the University and except matters of public record, any information or data obtained under this Contract from private individuals, organizations, or public agencies, in a publication whereby the information furnished by any particular person or establishment can be identified, except with the prior written consent of such person or establishment.

### **3.10 NON-LIABILITY**

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

### **3.11 ACKNOWLEDGMENT OF SPONSORSHIP**

If the respondent is awarded the Contract, respondent agrees that in any publication, acknowledgment shall be made of the sponsorship by the University.

### **3.12 RIGHTS TO INVENTIONS**

All inventions or discoveries first conceived or reduced to practice under any resulting Contract shall belong to the University.

### **3.13 COMPLIANCE WITH LAWS**

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

### **3.14 GOVERNING LAWS**

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

### **3.15 RIGHT TO AUDIT**

The University reserves the right to audit the successful respondent's general and application controls, including data back up and storage procedures for the term of the Contract. The University shall have the right to audit any financial records of the successful respondent in order to assure performance of the Contract.

### **3.16 COVENANTS AGAINST CONTINGENT FEES**

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

### **3.17 INCREASED COSTS**

For the Contract period, it is understood and agreed that should there be any increase in wage rates or in the costs of materials or equipment, or in any other of the successful Respondent's costs, or should the successful Respondent be compelled to pay premium wages for overtime work during the term of this Contract or prior to completion of the successful Respondent's work thereunder, the successful Respondent shall absorb all such increased costs within and without addition to the Contract sum.

## **4.0 EVALUATION PROCEDURE AND CRITERIA**

### **4.1 ACCEPTANCE OF PROPOSALS**

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

### **4.2 PROPOSER QUALIFICATIONS**

The Proposer must demonstrate that it has the management and operational experience, financial resources and personnel necessary to successfully perform the services specified in the RFP. A proposer must be financially solvent.

### **4.3 PROPOSER PRESENTATIONS**

The University reserves the right to, but is not obligated to, request and require a Respondent, at its own expense, to provide a formal presentation of its Proposal at a date and mutually convenient time to be determined. Respondents should expect that such presentations will entail a full business day commitment. No Respondent will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Respondent. The University considers all presentations to be confidential and proprietary, and the Respondent must not make available or discuss his presentation, or any part thereof, with any employee or agent of the University, nor any external third party.

If special accommodations are required in order to attend meetings (if any) or the proposal opening, contact the Purchasing Department (773/442-5308) no later than three (3) days before the event.

### **4.4 RIGHT TO INSPECT**

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

### **4.5 DETERMINING COST FOR EVALUATION PURPOSES**

Solely for the purpose of evaluating the proposal, the Respondent's response to Appendix II will be totaled to arrive at a low-total Proposal Cost. The University makes no guarantee that the services identified will be required as of any dates or quantities indicated. The University will only pay invoices submitted in which the Contractor has actually performed the work required.

### **4.6 PAYMENT TERMS**

Payment terms of less than thirty (30) days will not be considered in making the Contract award. However, any applicable discount offer will be taken if payment is processed within the stated time.

### **4.7 EVALUATION OF PROPOSALS**

All proposals will be evaluated by an evaluation team. Based on this evaluation the University will determine the award of the Contract to the responsible offeror(s) whose Proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this RFP.

#### **EVALUATION CRITERIA**

1. Quality and relevance of references
2. Overall cost and cost certainty

3. Quality & relevance of Service Level Agreement
4. Demonstrated experience & expertise with Drupal Hosting Services
5. Demonstrated experience & expertise with Drupal
6. Quality & relevance of Backup/Recovery & Disaster Recovery
7. Demonstrated ability to provide satisfactory response rates
8. Match of proposed solution to NEIU's needs

## **5.0 AWARD OF CONTRACT**

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

The University reserves the right to accept or reject any or all proposals received as a result of this process or to cancel in part or in its entirety this RFP if it is in the best interest of the University. This process does not commit the University to award a contract, to pay any costs incurred in the preparation of any proposals or to procure or contract for the goods and services proposed.

## **6.0 BEST AND FINAL OFFER**

The University reserves the right to request a best and final offer from the finalist respondent(s) if it deems such an approach necessary. In general, the best and final offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of proposals.

If the University chooses to invoke this option, proposals would be re-evaluated by incorporating the information requested in the best and final document, including costs and answers to specific questions presented in the document. The specific format for the best and final offer would be determined during evaluation discussions.

## **7.0 POST PERFORMANCE REVIEW**

After all services are rendered by the successful Respondent, the University will perform a review of the services. The University will use the criteria indicated in Appendix I of this proposal and compare this to the services that were actually received from the successful Respondent.

**APPENDIX I**

**TECHNICAL REQUIREMENTS**

# **Drupal Hosting**

## **Scope of Services Required:**

Northeastern Illinois University requests proposals for a comprehensive dedicated/cloud hosting and support of the Drupal Content Management Application and our website <http://www.neiu.edu> with the services to be provided included but not limited to the scope of work described generally below:

### **Drupal Hosting Services**

- 24/7 dedicated/cloud hosting support in a secure hosting environment such as EC2 or comparable platform.
- 24/7 phone/email/web support for NEIU's technical web support team.
- 24/7 remote administration & technical staff support for NEIU's technical web support team. If NEIU calls the hosting vendor at 3 am on a Sunday about a site outage, NEIU expects someone to respond immediately, not the next business day.
- Integration with latest version of Drush for Drupal development support.
- Support for most current Drupal certified version of MySQL and technical administration & support of MySQL
- Accommodation for purchase and installation of SSL certificates
- Ability to handle web server configuration changes (e.g. redirects). NEIU has a number of [www.neiu.edu/~department](http://www.neiu.edu/~department) websites built by academic departments, faculty and students. As currently implemented, each of those will require a redirect on the hosting company's web servers.
- A secure environment and performance of all required tasks to keep the server(s) updated with all the latest security patches as well as finding and fixing security threats.

### **Drupal Application**

- Support for the most current versions of Drupal including support for automatic installation, upgrades and configuration of core modules and themes.
- Functionality to use scripts to automate tasks and actions such as automatic testing when Drupal databases are updated as well as automated performance & load testing when new code is deployed.
- Experience and expertise in Drupal deployment, testing, tuning for performance, scalability and dependable network & server uptime.
- Ability to upgrade Drupal to new versions and facilitate migration of web content if necessary.

### **Satisfactory Response Rates**

- Ability to respond to variations in demand. If the number of page loads/day or hour can vary significantly with the academic calendar or campus events, the vendor needs to be able to re-balance resources to accommodate those variations to provide acceptable page load times when they are the most critical. Our number of page loads / day may stay relatively constant, but if not, this needs to be monitored and addressed accordingly (ie load balancing when needed across multiple servers as a possible solution).
- Timely performance from the user perspective (page load time) and also from a development or editor point of view. Updated content must be available within 10 minutes of saving and ready for deployment on the NEIU website. Saving of new pages and return of a successful result must occur within seconds.

### **Backup/Recovery; Disaster Recovery**

- A comprehensive backup and recovery services with an automated disaster recovery solution and on-demand back up services.

## Service Level Agreement

- Standard Service Level Agreement with the following items identified:
  - 99.99% uptime – during planned uptime.
  - Standardized downtime for system support (NEIU’s published maintenance hours are Saturday night from 9:00pm central time to Sunday morning 6:00am central time)
  - Problem resolution methodology including expected service response times; defined severity levels
  - Defined reimbursements should any of the service levels not be met

### **Additional items/functionality which are not required but would be highly desirable:**

- Migration of content from our legacy content management system (Serena Collage) to Drupal.
- Identification and implementation of tools which would enable identification, maintenance and automated updating of select content from ERP sources to ensure accuracy, relevancy, and readability (ie: Web Telephone Directory, Course Catalog Detail, Semester Course Offerings by Department, etc.)
- Mollum spam blocking functionality or a comparable product or service
- Web analytics tools that support Google Analytics, thereby enabling the university to gather information on page hits, site referrals, user activity, etc.

The url <http://www.neiu.edu> will be retained in ownership by the university.

The hosting provided must encompass a full TEST environment and a distinctly separate full PRODUCTION environment. The university also requires a deployed current version of the [www.neiu.edu](http://www.neiu.edu) website to be used in the event of catastrophic failure of hardware or software.

The site statistics for the past month were approximately as follows:

|                                     |         |
|-------------------------------------|---------|
| Number of visits:                   | 399,237 |
| Number of Unique Visitors:          | 257,429 |
| Number of page views:               | 701,446 |
| Number of pages/visit:              | 1.76    |
| Size of our legacy CMS application: | 37 gig  |

Responses should provide a straightforward, complete and concise description of the firm’s capabilities to satisfy the requirements within this document.

### **ITEMS OUTSIDE OF PROJECT SCOPE:**

Listed below are items that are part of the larger Repurposing the NEIU Public Website Project, but are **Out of Scope** for this Drupal Hosting RFP include:

**Pre-Work** – the following work will be completed by the University:

Configuration and building infrastructure of an internal intranet, to be accessed via NEIUport (the university’s portal application)

#### **Also Out of Scope:**

Selection of the company who will work with the University to design a world class website that will reflect our institution’s brand, values and mission, while engaging prospective students, and make a compelling case to enroll in programs and support NEIU.

Creation of alumni and prospective student roles in IDM (to access NEIUport/Intranet)

Design and configuration of the University’s library website.

## **PROGRAM PLAN & DELIVERABLES:**

The proposer must provide a Program Plan to support implementation of its proposed services. This Program Plan should describe the project activities or tasks, assumptions, commitments, and expectations of the Proposer in providing the services required by the University. The Program Plan should also include reporting commitments and specific suggestions regarding communications, planning, testing and tools to monitor and evaluate performance.

The vendor is also expected to provide their Standard Service Level Agreement (SLA) Document with the following items identified:

- Expected delivered uptime
- Standardized downtime for system support (NEIU's published maintenance hours are Saturday night from 9:00pm central time to Sunday morning 6:00am central time).
- Provide your change control process & methodology. How will NEIU be notified of, or have access to, a schedule of upcoming changes to their environment.
- Problem resolution methodology including expected service response times; defined severity levels
- Provide detailed sample of the performance reports which will be delivered to the university on a monthly basis. Included with the performance reports should be identification of any tickets or requests with appropriate detail so that they can be reviewed monthly for conformance to SLAs.
- Defined reimbursements/penalties should any of the service levels not be met

The vendor will also be required to provide:

- Methodology and service costs associated with making changes to increase capacity; the process for requesting those changes – point / method of contact (typically opening a ticket with their service desk), turnaround time for space or server capacity increases, and associated fees. Also, identification of capacity for making changes (ie.. excess processing power to handle requests for additional servers, or similarly for space increases; Network equipment (both IP and fiber channel if employed for SAN connectivity)).
- Explanation of how bandwidth utilization is measured and how NEIU will be charged for bandwidth utilization above contracted thresholds and alternatives provided by vendor to promote improved bandwidth performance (ie: various caching mechanisms and compression solutions).
- Description of physical hosting environment; including reference to hosting standards (ANSI/TIA 942)
- Description of server management tools and expectations.
- Description of the reporting & management functionality to enable NEIU to report on performance, reliability & usage (disk space, CPU, network), and web analytics.
- Identification of who (vendor or NEIU) will monitor SSL expiration dates and facilitate new SSL licensing.
- Methodology for handling web server configuration changes (e.g. redirects), both initially and on-going. How will changes be tested? And identification of timeframe for setup, testing and moving into production environment.
- Methodology for the creation of new or temporary test instances NEIU may require. Identification cost, turnaround time and related issues.
- Methodology for the support of Drupal including installation, upgrades and configuration of core modules and themes.
- Recommendations for:
  - Disk space sufficient for NEIU's web presence and corresponding CMS database in prod, with up to 3 additional copies for dev, test and upgrade, plus space for a 4 instances of the CMS executables and web servers including any replication required to meet performance SLAs, backups, Development instance, Upgrades, additional Drupal CMS instances as needed etc.; inclusive of all the performance and functionality requirements.
  - Expected three, five, seven year growth for the above reference production environment



- Bandwidth utilization and/or alternate various caching mechanisms and compression solutions (ie. usage of content delivery offerings like Akamai to off-load video or images) that would otherwise strain the vendor's network capacity are viable solutions.
- Latency: A majority of individuals using the NEIU website are local to the Chicagoland Region. The University seeks to know the general location of the hosted production servers and computed latency incorporated into the hosted configuration.
- Achievement of satisfactory response rates: As an example: a range of neiu.edu pages varied from 250KB (home page) for a page, up to 17.2 MB, and times from 0.6 seconds to just under 15 seconds. NEIU would like to propose that a ½ dozen pages will be tested from a mutually agreed-upon 3<sup>rd</sup>-party monitoring service that will record load times once every 5 minutes, alert both NEIU and vendor of errors, and record results to aid in determining the root cause. The vendor service desk should monitor those alerts. ( ie....pingdom and watchmouse, now nimsoft, are a few possible solutions), , NEIU is currently using keynote / redalert).
- Three (3) references of current clients, including company name, address, telephone number, fax number, primary contact, and type of services the company is performing for these clients. Higher Education references are preferred. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.
- Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- The company's most recent annual report and its financial statements for the past three (3) fiscal years, including balance sheets and statements of revenue and expenses, or other documentation that demonstrates financial solvency.
- Other information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested.

#### EVALUATION CRITERIA:

1. Quality and relevance of references
2. Overall cost and cost certainty
3. Quality & relevance of Service Level Agreement
4. Demonstrated experience & expertise with Drupal Hosting Services
5. Demonstrated experience & expertise with Drupal
6. Quality & relevance of Backup/Recovery & Disaster Recovery
7. Demonstrated ability to provide satisfactory response rates
8. Match of proposed solution to NEIU's needs

#### **CLARIFICATIONS AND QUESTIONS REGARDING THE RFP**

Requests for clarifications and/or questions regarding technical or specification issues must be directed in writing via e-mail to Jean Potillo, Director – University Technology Services – Applications at J-Potillo@neiu.edu. The e-mail subject line should state “RFP – Drupal Hosting”. Phone calls or faxes will not be responded to.

Questions regarding procurement issues must be directed in writing via e-mail to Thomas Hutchings, Purchasing Officer at T-Hutchings@neiu.edu. The e-mail subject line should state “RFP – Drupal Hosting”. Phone calls or faxes will not be responded to.

Requests for clarifications and/or questions must be submitted no later than 3:00 pm CST Friday, September 7, 2012. Responses will be published via the Illinois Higher Education Procurement Bulletin no later than 3:00 pm CST, Friday, September 14, 2012.

## **OUT OF STATE PREFERENCES**

If the Proposer is out-of-state (not having an establishment for transacting business within the State of Illinois) and if the Proposer's state for transacting business has a preference law favoring in-state Proposers, indicate the percentage of this preference.

## **MAFBE CONTRACTING GOALS**

Northeastern Illinois University strongly supports the participation of businesses owned by Minorities, Females and Persons with Disabilities (MAFBE) in the implementation and execution of the Contract resulting from this RFP. The University desires participation either on a direct basis or through sub-contracting efforts.

If the Proposer's firm is not owned by a minority, a female or disabled person, include a plan to order supplies or subcontract for services with such firms. The plan should indicate the estimated value as a percentage of the total pricing Proposal, Appendix II. The plan should also indicate the names of the minority, female and disabled businesses that will be used, the type of certification they have, and the agency certifying their status.

## **SIGNATURE**

By signing Appendix VI of this Proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP. Any exceptions to terms, conditions and specifications must be clearly identified in the Technical Proposal referencing the pertinent section of the RFP. The person signing Appendix VI represents that he/she has the authority to bind his/her company.

**APPENDIX II**

**PRICING PROPOSAL**

This Appendix II and Proposer's response will be incorporated into the final Contract.

## 1. COST AND DELIVERY OF SERVICE

The proposer must provide sufficient details to permit the University to understand the basis of the quotation. At a minimum, the University requires detailed information on the relative cost of each service offered. Provide details of any discounts applied and all assumptions or requirements upon which prices are contingent.

The University has the following expectations for pricing:

- Proposers should quote their best price for a standard package contract that is in line with the products and services proposed in their RFP response.
- Include a detailed breakdown of costs for all components (licensing, technical services, training, consulting, support, and maintenance). The University will assume that the price quoted will include everything necessary to provide Drupal hosting services.
- Complete and thorough responses are critical. Evaluations may be done on the basis of information provided in the initial response.
- If the proposer is sub-contracting any consulting or support services, you **MUST** provide names and addresses of all sub-contractors and the expected amount of money that will be received under this contract.
- All price quotes in this proposal must remain valid for acceptance for one hundred twenty (120) days after the proposal opening.

### 1.1. METHOD AND RATE OF PAYMENT

**Cost of Baseline Service Level Agreement** \$ \_\_\_\_\_

#### Usage Fee Rate Detail (i.e. CPU, Storage, etc.)

| Description | Unit Measurement | Cost  |
|-------------|------------------|-------|
| _____       | _____            | _____ |
| _____       | _____            | _____ |
| _____       | _____            | _____ |
| _____       | _____            | _____ |

**Consulting Hourly Rate** \_\_\_\_\_

#### Identify any other associated costs

| Description | Unit Measurement | Cost  |
|-------------|------------------|-------|
| _____       | _____            | _____ |
| _____       | _____            | _____ |

**1.2 ESTIMATED MAXIMUM PRICE**

Solely for the purpose of evaluating the Proposal, the Respondent’s response to the items identified above will be totaled to arrive at a low-total proposed price. The University makes no guarantee that the services identified in this RFP will be required in any specific quantity, at any specific date.

**Estimated Total of Proposal** \_\_\_\_\_

**1.3 PAYMENT FOR COMPLETED SERVICES**

**METHOD OF BILLING**

The University agrees to pay the Contractor for services rendered under the resulting contract in accordance with amounts proposed in Appendix II.

To receive payment, the Contractor must submit an appropriately itemized invoice to the University for services performed and allowable travel expenses. Invoices are to be sent to the billing address specified below.

Payment will be made on the basis of a monthly payment for the services provided on a progress payment schedule as detailed in the consultant’s proposal. If progress payments are allowed, request for payment should be made no more frequently than monthly, unless otherwise specified in the contract. Reasonable travel expenses will be reimbursed with prior University approval. Reimbursement requires appropriate documentation as determined by the University.

Please send invoices to: Accounts Payable Department  
Northeastern Illinois University  
5500 North St. Louis Avenue  
Chicago, IL 60625-4699

**PAYMENTS WITHHELD**

The University may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as the University may deem necessary to protect the University from loss on account of:

- a. Unsatisfactory work performed
- b. Failure of the Contractor to make required payments to Subcontractors
- c. Damage to University’s property or related liability
- d. Incomplete, inaccurate or unauthorized billing

**2. PRICING ADJUSTMENTS**

**2.1** For the contract period of approximately July 1, 2012 to June 30, 2013 proposal pricing will:

\_\_\_\_\_ Remain firm for the period \_\_\_\_\_

\_\_\_\_\_ Will increase up to \_\_\_\_\_% for the period \_\_\_\_\_

\_\_\_\_\_ Will decrease up to \_\_\_\_\_% for the period. \_\_\_\_\_

**2.2** The University reserves the sole right to renew this Agreement for any or all of the option periods specified based on continuing need and favorable market conditions, when in the best interest of the University.

For the contract period of approximately July 1, 2013 to June 30, 2014 proposal pricing will:

\_\_\_\_\_ Remain firm for the period \_\_\_\_\_

\_\_\_\_\_ Will increase up to \_\_\_\_\_% for the period \_\_\_\_\_

\_\_\_\_\_ Will decrease up to \_\_\_\_\_% for the period. \_\_\_\_\_

2.3 The University reserves the sole right to renew this Agreement for any or all of the option periods specified based on continuing need and favorable market conditions, when in the best interest of the University.

For the contract period of approximately July 1, 2014 to June 30, 2015 proposal pricing will:

\_\_\_\_\_ Remain firm for the period \_\_\_\_\_  
\_\_\_\_\_ Will increase up to \_\_\_\_\_ % for the period \_\_\_\_\_  
\_\_\_\_\_ Will decrease up to \_\_\_\_\_ % for the period. \_\_\_\_\_

**Failure to Provide Pricing for Option Periods**

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

**3. SIGNATURE / CERTIFICATION:**

Each Proposer's price quotation must be accurate and comprehensive, including all costs (excluding taxes) involved. Except to the extent the University agrees otherwise in writing, any costs, expenses or components not stated in a Proposer's proposal shall be the Proposer's responsibility, not the University's. The Proposer shall be responsible to be informed of all matters contained in the specifications to insure that all prices are quoted accurately and completely and that all labor, materials and equipment can be provided according to the proposed specifications.

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

Please complete all the information requested below:

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of individual signing proposal

## APPENDIX III

### DISCLOSURES AND CONFLICTS OF INTEREST

NOTE: This form is available electronically at:

<http://www.procure.stateuniv.state.il.us/financialdisclosure.pdf>

***NOTE: RESPONDENT MUST COMPLETE THE ENCLOSED "DISCLOSURES AND CONFLICTS OF INTEREST" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER WILL RESULT IN ITS BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION.***

## DISCLOSURES AND CONFLICTS OF INTEREST

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

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

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: \_\_\_\_\_

D/B/A (if used): \_\_\_\_\_

Name of any Parent Organization: \_\_\_\_\_

### Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

*Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.*

- A. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k , 20f , or 40f .

OR

- B. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- C. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.
1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?  
 Yes  No
  2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?  
 Yes  No



3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)  
 Yes  No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?  
 Yes  No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: \_\_\_\_\_. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):  
 0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 2.0% \_\_\_\_\_ >2.0 to 3.0 % \_\_\_\_\_ > 3.0 to 4.0% \_\_\_\_\_ %  
 >4.0 to 5.0% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:  
 Sole Proprietorship  Stock  Partnership  Other (explain) \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

- ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here \_\_\_\_\_.
- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes  No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes  No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes  No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes  No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes  No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes  No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes  No

**Section 2: Section 50-13 Conflicts of Interest** *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:            No Conflicts Of Interest  
                            Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

**Section 3: Debarment/Legal Proceeding Disclosure** *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

|   |                              |                             |
|---|------------------------------|-----------------------------|
| Debarment from contracting with any governmental entity | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Professional licensure discipline                       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Bankruptcies  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Adverse civil judgments and administrative findings     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Criminal felony convictions                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

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**Section 4: Disclosure of Business Operations with Iran** *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

OR

- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

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**Section 5: Current and Pending Contracts** *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes  No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

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**Section 6: Representative Lobbyist/Other Agent** *(All Vendors must complete this section).*

Is the Vendor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes  No

If yes, please identify each agent / lobbyist, including name and address.

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Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

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Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

**This Disclosure is signed and made under penalty of perjury.**

This Disclosure information is submitted on behalf of: \_\_\_\_\_  
(Vendor/Subcontractor Name)

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX IV**

### **BIDDERS APPLICATION FORM**

NOTE: This form is available electronically at:

<http://www.procure.stateuniv.state.il.us/bidderapp.pdf>



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

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

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

- FEIN \_\_\_\_\_  
 SSN \_\_\_\_\_

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

IDHR Contractor Registration Number \_\_\_\_\_

- Exempt

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

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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

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11. Net worth of business:

12. Bank reference - name and address:

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

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













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**23. I understand that:**

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

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

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

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

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

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

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

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

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

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

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Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

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## APPENDIX V

### STATE OF ILLINOIS BOARD OF ELECTIONS CERTIFICATION

#### STATE OF ILLINOIS REQUIREMENT FOR ALL BIDDERS

**Please Read Carefully Before Responding.**

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

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

The Act was amended by P.A. 097-0895 effective August 3, 2012, and the amendment is available at <http://www.ilga.gov/legislation/publicacts/97/097-0895.htm>

For any bid or proposal for a contract with a State agency by a business entity required to register under this Section, the chief procurement officer shall verify that the business entity is required to register under this Section and is in compliance with the registration requirements on the date the bid or proposal is due. A chief procurement officer shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements as of the date bids or proposals are due.

If you wish to submit a bid or proposal in response to this solicitation you must certify your compliance with the registration requirements of the Act by checking the appropriate box on the form below.

**You must certify compliance with the Act, and if required, be registered with the Board of Elections prior to bid opening. THERE IS NO GRACE PERIOD ALLOWING FOR REGISTRATION WITH THE BOARD OF ELECTIONS AFTER BID OPENING.**

**Note:** vendors who registered with the State Board of Elections by mail or e-mail prior to August 1, 2009 must re-register on-line at <https://BEREP.elections.il.gov>.

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

Please read all of the following explanatory notes before completing the certification:

- If you are a for-profit vendor submitting a bid or proposal exceeding \$50,000, you must check Box #2, and register with the State Board of Elections.

- If you are a for-profit vendor submitting a bid or proposal for less than \$50,000 but the annual total value of all of your contracts and offers with all State agencies (including all current State contracts, the bid or proposal you are submitting, any other pending offers, and offers you previously submitted this year where you were not awarded a contract) exceeds \$50,000, you must check Box #2, and register with the State Board of Elections,
- If you are a for-profit vendor submitting a bid or proposal for less than \$50,000, and the annual total value of all of your contracts and offers with all State agencies is also less than \$50,000, you may check Box #1 indicating that you are not required to register.
- If you are a not-for-profit organization or governmental entity, you may check Box #1 indicating that you are not required to register regardless of the amount of your bid or proposal or the annual total value of all of your contracts and offers with all State agencies.
- There are no exceptions to the registration requirements for out-of-state or non-U.S. vendors.

**Certify your compliance with the Act by checking the appropriate box. For confirmation of your certification, please provide a copy of the registration certificate issued by the State Board of Elections.**

1.  **The bidder/proposer certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160).** Further, the bidder/proposer acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**OR**

2.  **The bidder/proposer certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160).** Further, the bidder/proposer acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

For confirmation of your certification, please provide a copy of the registration certificate issued by the State Board of Elections.

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

If you are not required to register, check here

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**APPENDIX VI**

**STATE OF ILLINOIS**

**CERTIFICATIONS, PREFERENCES AND SIGNATURE**



## CERTIFICATIONS, PREFERENCES AND SIGNATURE

(THESE SHEETS MUST BE **COMPLETED, SIGNED AND RETURNED** FOR YOUR SUBMISSION TO BE CONSIDERED.)

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

All subcontracts issued by Vendor under this Contract must include the Standard Qualifications, Certifications, Representations, and Disclosures Attachment.

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall reconfirm compliance with the following certifications by July 1 of each year that this contract remains in effect. All subcontractors shall reconfirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosure Attachment.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

As part of each certification, Contractor acknowledges and agrees that should Contractor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Contractor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor is not in default on an educational loan (5 ILCS 385/3).
- Vendor is an existing legal entity, and **as applicable**: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
- **This applies to service contracts and is otherwise not applicable.** Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
- Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

- If Vendor, or any officer, director, partner, or other managerial agent of 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, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- Vendor is not in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30).
- Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
- If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
- Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
- Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
- Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

- Domestic Products Act: If applicable, please check the statement below that applies to the articles you are offering in this 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. Contractor understands that, if it is 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 that if Contractor knowingly supplies non-US manufactured goods, it will be subject to penalties that include debarment for five 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.

- Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor’s obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
  - a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor’s salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
  - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
  - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- Vendor (as “business entity” under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.
- In accordance with 30 ILCS 500/20-160, Vendor certifies that either:
  - Vendor is not required to register as a business entity with the State Board of Elections.
  - Or
  - Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act.
- Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.
- **Disclosure of Business in Iran:** You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation.

Within the 24 months before submission of the renewal offer the vendor, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

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

**AND**

- (1) more than 10% of the company's revenues produced in, or assets located in, Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in, or assets located in, Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action;

**OR**

- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

- NO, the above information does NOT apply to our firm.
- YES, the above information DOES apply to our firm. We understand that the participating University is required to notify the State Comptroller of this disclosure.

- **Illinois Department of Human Rights (DHR) Public Contracts Number:** If Vendor has employed fifteen (15) or more full-time employees at any time during the term of this contract, then Vendor must have a current Public Contract Number or have proof of having submitted a completed application. If IPHEC cannot confirm compliance, it will not be able to consider the renewal offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): \_\_\_\_\_

DHR Public Contracts Number: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

\_\_\_\_ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the renewal period..

- In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.
- The Contractor (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.

- The Contractor and all Subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training (30ICLS 500/30-22).
- **CERTIFIED PAYROLL:** State law 820 ILCS 130/5 requires all contractors and sub-contractors working on University construction projects to submit certified payroll records to the University. Payroll records must include each worker’s name, classification or classifications, hourly wage paid in each pay period, number of hours worked each day, and the starting and ending times of work each day.
- **PREVAILING WAGE:** When applicable, all vendors must include payment of prevailing wages to all workers, in accordance with the Illinois Department of Labor, Rules and Regulations and the Current Prevailing Wage Rate Table for Cook County, Illinois (820 ILCS 130/3 et. seq.).
- **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT:** Pursuant to P.A. 095-0635, the contractor certifies that it is in compliance with the Substance Abuse Prevention on Public Works Project Act. Prior to commencing work, the Contractor shall file with the University a written program meeting or exceeding the program requirements.
- **RECYCLED MATERIALS (30 ILCS 500/45-30):** When a public contract is to be awarded to the lowest responsible bidder, an otherwise qualified bidder who will fulfill the contract through the use of products made of recycled materials may, on a pilot basis or in accordance with a pilot study, be given preference over other bidders unable to do so, provided that the cost included in the bid of products made of recycled materials is not more than 10% greater than the cost of products not made of recycled materials.
- **PLEASE NOTE:** Northeastern Illinois University pays all invoices in accordance with the State of Illinois Prompt Payment Act (30 ILCS 540).
- Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
- **PRINTING SERVICE:** If order is \$2,000 or more, employees who are to produce the printing are receiving the prevailing wage rate & are working under conditions prevalent in the locality where the work is to be performed (30 ILCS 500/25-60). Unless otherwise indicated, printing must be produced using soybean oil-based ink (50 ILCS 520/10).
- **This applies to information technology contracts and is otherwise not applicable.** Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at [www.dhs.state.il.us/itaa](http://www.dhs.state.il.us/itaa) (30 ILCS 587).

- **MINORITY AND FEMALE BUSINESS ENTERPRISE STATUS (MAFBE)**

Identify whether or not the Proposer is a Minority or Female Business Enterprise as defined in Section 2 of the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, as amended (30 ILCS 575/0.01 et. seq.). If the Proposer is a MBE or FBE provide additional information relating to minority or female ownership, the applicable minority category, and the Bidder's certification status with the Illinois Department of Central Management Services (CMS).

Public Act 87-701 states the BEP goal for State contracts is 20% and requires that at least 1/6 of the total amount of State contracts awarded under the BEP Act shall be awarded to businesses controlled at least 51 percent owned by disabled persons, or to not-for-profit agencies employing disabled persons. **\*\*WE ARE REQUIRED BY STATE LAW TO PROVIDE THIS INFORMATION TO THE MINORITY & FEMALE BUSINESS ENTERPRISE DIVISION.\*\***

MINORITY OWNED BUSINESS means a business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock which is owned by one or more minority persons & the management & daily operations of which are controlled by one or more of the minority individuals who own it. Minority shall mean a person who is a citizen or lawful permanent resident of the United States & who is Black, Hispanic, Asian American, American Indian or Alaskan Native.

The following definitions apply:

1. **Minority:** The term "Minority," as used in the Contract Documents, shall mean a person who is a citizen or lawful permanent resident of the United States who is:
  - a. African American (a person having origins in any of the black racial groups in Africa);
  - b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
  - c. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or
  - d. Native American or Alaskan Native (a person having origins in any of the original peoples of North America).
2. **Female:** The term "Female," as used in the Contract Documents, shall mean a person who is a citizen or lawful permanent resident of the United States who is of the female gender.
3. **Minority-Owned Business (MBE's):** The term "Minority-Owned Business," as used in the Contract Documents, 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 is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

**Female-Owned Business (FBE's):** The term "Female-Owned Business," as used in the Contract Documents, means a business concern which is at least 51 percent owned by one or more females, or, in the case of a corporation, at least 51 percent of the stock is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.

**Person with a Disability (PBE's):** The term "person with a disability," as used in the Contract Documents, refers to a citizen or lawful permanent resident of the United States who qualifies as being disabled pursuant to the provisions of section 2(A)(2.1) of the above-referenced Act.

4.  Check here if you have been certified by the Minority & Female Business Enterprise Division of the IL Dept of Central Management Services & show your BEP # \_\_\_\_\_. We reserve the right to verify this information with CMS.

If the Proposer's firm is not owned by a minority, a female or disabled person, include a plan to order supplies or subcontract for services with such firms. The plan should indicate the estimated value as a percentage of the total Contract. The plan should also indicate the names of the minority, female and disabled businesses that will be used, the type of certification they have, and the agency certifying their status.

▪ **INSURANCE REQUIREMENTS**

The Vendor/Contractor shall cause a Certificate of Insurance to be issued indicating the bid/and or purchase order number and showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a current A.M. Best rating of B++;VII or better and be duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois. The Vendor/Contractor must agree to maintain such insurance for the duration of the contract or the term for which services will be rendered.

|           |   |   |
|-----------|---|---|
| <b>A.</b> | Worker's Compensation<br>(including Occupational Disease)<br>Employer's Liability (Part B):           | Statutory Limits (Illinois)<br><br>\$500,000 per occurrence   |
| <b>B.</b> | Commercial General Liability<br>(including Products & Completed Operations)<br>Combined Single Limit: | \$1,000,000 per occurrence                                    |
|           | <b>OR</b>   |   |
|           | Bodily Injury:<br>Physical Damage:  | \$1,000,000 per occurrence, and<br>\$1,000,000 per occurrence |
| <b>C.</b> | Commercial Automobile Liability<br>Combined Single Limit:   | \$1,000,000 per occurrence                                    |
|           | <b>OR</b>   |   |
|           | Bodily Injury:  | \$1,000,000 per occurrence, and                               |

Physical Damage:

\$1,000,000 per occurrence

With respect to Commercial General Liability and Automobile Liability insurance, the Board of Trustees of Northeastern Illinois University shall be named as an additional insured for any liability incurred by the University arising from activities of the Vendor/Contractor.

The Vendor/Contractor shall furnish original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and renewal Certificates of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. All certificates shall provide that the University be given thirty (30) days written notice prior to any change, substitution or cancellation before the stated expiration date.

The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the Vendor/Contractor shall not be deemed a waiver by the University.

Assigned Subcontractors must comply with the same insurance coverage requirements as the Vendor/Contractor. Subcontractors shall secure a Certificate of Insurance naming the Board of Trustees of Northeastern Illinois University as an additional insured and shall submit such Certificate(s) of Insurance through the Vendor/Contractor. The bid and/or purchase order number must be indicated on the Certificate.

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

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

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

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

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

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

- **IF THIS CONTRACT IS FEDERALLY FUNDED, THE VENDOR CERTIFIES THAT:**
  - **DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689):** Vendor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
  - **COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874 and 40 U.S.C. 276c):** (pertains to construction or repair contracts over \$2,000) The vendor and its subcontractors certifies that it complies with the Copeland Anti-Kickback Act which provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
  - **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333):** (pertains to construction contracts over \$2000 and mechanics and laborers contracts over \$2500) Vendor certifies that it complies with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act. Section 102 requires contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1 ½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous.

- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** (pertains to contracts for performance of experimental, developmental, or research work) Any resulting contract or agreement for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401.
- **CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended:** (pertains to contracts over \$100,000) Vendor certifies that it and its subcontractor(s) comply with all applicable standards, orders or regulations issued pursuant to this Clean Air Act and this Federal Water Pollution Control Act.
- **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** (pertains to contracts over \$100,000.) Vendor and its subcontractors certify that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The contractor and its subcontractor(s) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- **DAVIS-BACON ACT:** Any project authorized by the University and utilizing federal funding must follow the Davis-Bacon Act (the entire Act can be located within [www.dol.gov](http://www.dol.gov)). The requirements include the payment of prevailing wages and the submittal of certified payrolls to the Project Manager.

## SIGNATURE

By signing this form, the Vendor signifies agreement, compliance with and acceptance of all the terms, conditions, certifications and specifications shown in this RFP. The vendor certifies that the above information is accurate and complete. Any exceptions to terms, conditions, certifications and specifications must be clearly identified in the Technical Proposal referencing the pertinent section of the RFP. The person signing below represents and warrants that he/she has authority to bind his/her company.

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX VII**  
**SAMPLE CONTRACT**

SAMPLE CONTRACT: Proposer is required to sign this sample contract as indication of its understanding of the terms and conditions. A final contract will be issued to the successful Proposer.

CONTRACT BETWEEN  
THE BOARD OF TRUSTEES OF NORTHEASTERN ILLINOIS UNIVERSITY  
AND *insert Contractor name*

This contract, is made and entered by and between and on behalf of The Board of Trustees of Northeastern Illinois University, located in Cook County at 5500 North St. Louis Ave, Chicago, IL 60625-4699, hereinafter called "University" and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter called "Contractor".

1. Services:
2. Compensation: Upon approval and Acceptance of Contractor's detailed invoices listing services, dates of services, and purchase order number, the University will begin the process for payment.
3. Expenses (where applicable): The Contractor shall be reimbursed for necessary travel and other suchlike expenses incurred in fulfilling obligations under this contract. Such expenses shall be reimbursed at the rates and for purposes applicable to employees of the University. Total travel expenses shall not exceed \$ (n/a).
4. Contract Amount: The total amount payable under this contract is \$ \_\_\_\_\_.
5. Billing: The Contractor shall, after completion of services, submit an invoice for services rendered to the attention of Accounts Payable and include the purchase order number on the invoice. Payment in relation to this contract is subject to the State Prompt Payment Act (30 ILCS 540).
6. Term: The term of this contract shall be from \_\_\_\_\_ through June 30, 2013.
7. Termination: The State may, for its convenience and with 30 days prior written notice to Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.
8. Availability of Appropriation (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.
9. Work Product: All documents, including reports and all other work products produced by the Contractor under this contract, shall become/remain the property of the University.
10. Indemnification and Liability: The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; or (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. Insurance: If required under the terms of award or if work on any University property is to be performed by the Contractor, the Contractor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the "**The Board of Trustees of Northeastern Illinois University**" as additional insured for all required bonds and insurance. Certificates may not

be modified or canceled until at least 30 days notice has been provided to the State. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of *Best's Key Rating Guide*. Contractor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

12. Entire Contract: It is understood and agreed by and between the Parties hereto that this Contract including all exhibits, bid documents and referenced documents constitutes the entire Contract of the parties with respect to the matters contained herein. No modification of or amendment to the Contract shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter or this Contract not expressly set forth herein are of no force or effect.
13. Change Orders: The University reserves the right to order changes to the Contract. Upon receipt of a request for change, the Contractor shall submit a price proposal for the specified changes in the work not covered by contract unit prices. The University may issue a change purchase order to incorporate work into the contract upon determination that the price is fair and reasonable. The Contractor shall not proceed with any changed work until the University issues a written change purchase order.
14. The Contractor and the University for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the above covenants herein contained.
15. Laws of Illinois: This contract shall be governed in all respects by the laws of the State of Illinois.

16. **STATE CERTIFICATIONS**

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section and each subsection applies to subcontractors used on this contract. Contractor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Contractor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

As part of each certification, Contractor acknowledges and agrees that should Contractor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Contractor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- A. Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

- B. Bribery Clause: The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a contractor from entering into a contract with a State agency if the Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the Contractor has made an admission of guilt of such conduct which is a matter of record. The Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- C. Loans: Contractor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs, but is otherwise not applicable.
- D. Barred from Contracting/Bid-Rigging Rotating Law: Contractor certifies that it is not barred from contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 of the laws of the State of Illinois. These violations concern the criminal offenses of bid rigging, bid rotating, or kickback in regard to public contracts.
- E. 30ILCS 500/50-10(b) Felons: The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the Contractor has been convicted of a felony and five years have not passed from the completion of the sentence for that felony. The Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- F. Revolving Door: Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- G. Conflict of Interest: Contractor agrees to comply with the provisions of the Illinois Purchasing Act prohibiting conflict of interest (30 ILCS 500/50-13, and 30 ILCS 500/50-35), and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this Contract the same as though they were incorporated and included herein.
- H. Record Retention (30ILCS 500/20-65 (b)): Contractor agrees to maintain books and records related to the performance of the contract and necessary to support the amounts charged to the State under the contract for a minimum of three years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor general, chief procurement officer, internal auditor and the purchasing agency.
- I. Debt Delinquency: Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- J. Collection and Remittance of Illinois Use Tax: Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a Contractor from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- K. State Board of Elections Registration (P.A. 95-971)). By acceptance of this contract:
- The Contractor certifies that it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160). Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under section 50-60 of the Procurement Code (30 ILCS 500/50-60).
  - The Contractor certifies that it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the procurement Code (30 ILCS/20-160. Further, the Contractor acknowledges that all contracts

between State agencies and a business entity that do not comply with this Section shall be voidable under section 50-60 of the Procurement Code (30 ILCS 500/50-60). Specific information on the State Board of Election registration process can be found <https://BEREP.elections.il.gov>.

- L. Contractor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- M. Prohibited Bidders and Contractors: The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner, or other managerial agent of the contracting business has been convicted within the last five years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, or if the Contractor is in violation of Subsection (e). The Contractor acknowledges that the chief procurement officer shall declare the contract void if this certification is false.
- N. Child Labor Act: The contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the state under this contract have been produced in whole or in part by the labor of any child under the age of 12.
- O. The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- P. Illinois Information Technology Accessibility Act: As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act standards as posted at <http://www.dhs.state.il.us/iitta>.
- Q. The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- R. Drug Free Workplace Act: Pursuant to the requirements of the Illinois Drug Free Workplace Act, the Contractor, if this agreement is in the amount of \$5,000 or more, certifies as follows:
  - 1. If Contractor employs 25 or more employees and this contract is worth more than \$5000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 2. If Contractor is an individual and this contract is worth more than \$5000, Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- S. Unlawful Discrimination:
  - 1. Contractor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
  - 2. Contractor agrees to comply with “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. 1et seq.). The provisions of the Act are made part of this contract by reference as though set forth in full herein.
- T. Subcontractor Disclosure: Contractor will state whether or not they will utilize the services of a subcontractor to fulfill obligations under this contract. This contract must include the names and addresses of all known subcontractors with an annual value of \$25,000 or greater, and the expected amount of money each will receive under the contract. The Contractor shall provide a copy of any

subcontract so identified within 20 days after the execution of this contract. Contractor's signature attests to the fact that subcontractors will not be utilized unless such a list is attached.

U. Federal Funded Projects:

If this Contract is federally funded, the Contractor certifies that:

It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

It has not, within a three (3) year period preceding this Contract, been convicted of, had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or Contract under a public transaction, violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement of receiving stolen property.

It is not presently indicted or criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated above.

It has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Any project authorized by the University and utilizing federal funding must follow the Davis-Bacon Act (the entire Act can be located within [www.dol.gov](http://www.dol.gov)). The requirements include the payment of prevailing wages and the submittal of certified payrolls to the Project Manager.

- V. Successor Vendor Clause. As provided in Section 25-80 of the Procurement Code, in order to be considered "responsible" under the Code any successor company to the winning bidder or offeror on a service contract (except for heating and air conditioning, plumbing, or electrical services) must certify to the University that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract.
- W. Certified Payroll: State law 820 ILCS 130/5 requires all contractors and sub-contractors working on University construction projects to submit certified payroll records to the University. Payroll records must include each worker's name, classification or classifications, hourly wage paid in each pay period, number of hours worked each day, and the starting and ending times of work each day.
- X. Environmental Protection Act: Contractor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14). The Contractor acknowledges that the contracting state agency shall declare the contract void if this certification is false.
- Y. Lead Poisoning Certification. Pursuant to P.A. 94-879, if Contractor [vendor, bidder,] is the owner of residential rental property in Illinois, Contractor [contractor, bidder, proposer] certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.
- Z. Domestic Products Act: If applicable, please check the statement below that applies to the articles you are offering in this contract.

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. Contractor understands that, if it is 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 that if Contractor knowingly supplies non-US manufactured goods, it will be subject to penalties that include debarment for five 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.

AA. Steel Products Procurement Act: It is understood and agreed by and between the Parties hereto that any contract for the construction, reconstruction, alteration, repair, improvement or maintenance contains the provision that steel products used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States.

BB. Substance Abuse Prevention on Public Works Project Act: Pursuant to P.A. 095-0635, the Contractor certifies that it is in compliance with the Substance Abuse Prevention on Public Works Project Act. Prior to commencing work, the Contractor shall file with the University a written program meeting or exceeding the program requirements.

CC. The Contractor and all Contractor's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training (30ILCS 500/30-22).

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

EE. That \_\_\_\_\_ (FEIN NO.) is my correct Federal Taxpayer Identification Number. I am doing business as (please check):

- |   |  |
|---|--|
| <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 (IRC 501(a) only)     |
| <input type="checkbox"/> Corporation                | <input type="checkbox"/> Trust or Estate                               |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Medical & Health Care Services Provider Corp. |

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representatives.

|               |   |
|---------------|---|
| FIRM:         | THE BOARD OF TRUSTEES ON BEHALF OF NORTHEASTERN ILLINOIS UNIVERSITY |
| SIGNATURE:    | SIGNATURE:  |
| DATE:         | DATE:   |
| PRINTED NAME: | PRINTED NAME:<br>Sharon Hahs  |
| TITLE:        | TITLE: President  |
| ADDRESS:      | SIGNATURE<br><br>BY: _____  |

|                               |                               |
|-------------------------------|-------------------------------|
|                               | DATE:                         |
| CITY/STATE/ZIP                | PRINTED NAME<br>Robert Filipp |
| TELEPHONE:<br>FAX:<br>E-MAIL: | TITLE: Director of Purchasing |

(Contract Invalid until signed by authorized representative of the University)