

Southern Illinois University Edwardsville

State of Illinois
Public Institutions of Higher Education

Invitation for Bid

General Printing Projects
3322
May 8, 2017 2:00 P.M. Prevailing Time

Vendor Submitting Offer: _____

Please Note: Vendors MUST be registered with the Illinois Secretary of State (unless a sole proprietor) AND the Illinois State Board of Elections.

Southern Illinois University Edwardsville requests responses from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

Brief Description: Southern Illinois University Edwardsville is seeking proposals from qualified vendors to provide comprehensive services by:

- 1) Printing a variety of materials, consisting of but not limited to: brochures, booklets, postcards, annual reports, fliers, invitation packages, holiday cards and posters;
- 2) Providing bindery and mailing services as needed;
- 3) Providing high-quality end products;
- 4) Providing plan for efficient turnaround;
- 5) Identifying cost effective techniques;
- 6) Providing pre-press and design work as needed;
- 7) Providing a strong customer service program;
- 8) Providing delivery services of printed materials, at times to multiple locations;
- 9) Providing invoices in a timely manner after project completion;
- 10) Producing a comprehensive annual accounting report on all services provided.

Please read the entire solicitation package and submit your response in accordance with the instructions.

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. Please visit <http://www.illinois.gov/cpo/HigherEd/Pages/Preferences.aspx> for more information regarding these programs.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

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1. Instructions for Submitting Responses

- 1.1 Responding to the Solicitation:** Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor's situation, then enter "N/A". **Failure to provide the requested information may result in disqualification.**
- 1.2 Published Procurement Information:** The University publishes procurement information, including updates and award information, on The Illinois Procurement Bulletin / Public Institutions of Higher Education ("Bulletin") (<http://www.procure.stateuniv.state.il.us>). Official solicitation documents are found or referenced on this website. Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The University will not be held responsible if Vendor fails to receive the optional email notices.
- 1.3 Solicitation Contact:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the University.

Solicitation Contact:	Kathryn Holden	Phone:	618-650-3912
University Name:	SIUE	Email:	kholden@siue.edu
Street Address:	#2 Supporting Services Rd	Fax:	618-650-3251
City, State, Zip:	Edwardsville IL 62026-1012		

- 1.4 Vendor Questions / University Responses:** All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and emailed to Kathryn Holden, kholden@siue.edu, no later than April 28, 2017 at 12:00 noon prevailing time. Questions received and University responses may be posted as an addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for addenda and other updates.
- 1.5 Pre-Submission Conferences and / or Site Visits:** Yes No
Mandatory Attendance: Yes No

Date: _____ Time: _____
Location: _____
Additional Information: _____

If attendance is mandatory, Vendor (including incumbent) will be considered non-responsive and disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet. Vendor must allow adequate time to accommodate security screenings at the site.

1.6 Due Date, Time and Address for Submission of Responses: Responses will be opened at the “Submit / Deliver To” address provided below at the specified Due Date and Time.

1.6.1 Due Date: May 8, 2017

Time: 2:00 p.m. prevailing time

1.6.2 Submit / Deliver Responses To:

Label (outside of envelopes / containers):

Sealed Response – DO NOT OPEN

Southern Illinois University Edwardsville
Attn: Kathryn Holden
#2 Supporting Services Rd
Edwardsville, IL 62026-1012

Project Title: General Print Projects
IFB #3322

Due Date/Time: May 8, 2017/2:00 p.m.
prevailing time

Vendor Name

Vendor Address

1.6.3 Submission of Responses: Vendor must submit a signed original and 5 copies of the response in a sealed envelope or container. In addition, Vendor must submit 2 copies on CD or USB flash drive in the following format: PDF

1.6.4 If SIUE is closed due to inclement weather/emergency conditions on the pre-bid and/or bid opening dates, the pre-bid meeting and/or bid will be due the first day SIUE is open at the same time as referenced in the bid documents. In the event of extreme weather or emergency conditions, information is found on the following radio stations: KMOX (AM 1120); WSIE (FM 88.7); WBGZ (AM 1570); WSMI (AM 1540); WGEL (FM 101.7). Additionally, three (3) television stations will provide information relevant to University operations and programs: KTVI-Channel 2; KMOV-Channel 4; and KSDK-Channel 5. Notices will be posted on the University website at <http://www.siu.edu>.

1.7 Late Submissions: Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. Responses received after the specified date and time may be returned at the Vendor’s request and expense.

1.8 Response Firm Time: The response must remain firm for 90 days from the opening date.

1.9 Security: Bid Bond <N/A> Performance Bond <N/A> If a bid bond is required, Vendor must submit the bond with the response. If a performance bond is required, Vendor must submit the bond to the Solicitation Contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.

1.10 Small Business Set-Aside: Yes No If “yes” is marked, Vendor must be qualified as a small business at the time the response is due in order to be evaluated. (30 ILCS 500/45-45)

1.11 Minorities, Females and Persons with Disabilities Participation and Utilization Plan:

Yes No If “yes” is marked, this solicitation contains a goal of 0% to include businesses owned and controlled by minorities, females and persons with disabilities in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

1.12 Veteran-Owned Small Business Participation and Utilization Plan:

Yes No If “yes” is marked, this solicitation contains a goal of 0% to include businesses owned and controlled by military Veterans in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a Veteran’s goal is identified, you must complete and attach the Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit (<http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification.

1.13 Employment Tax Credit: The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

1.14 Governing Law and Forum: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS” (Illinois Compiled Statutes). The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.

1.15 Public Records and Requests for Confidential Treatment: Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University’s legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor’s name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor’s request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.

- 1.16 Reservations:** Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.
- 1.17 Protest Review Office:** Vendor may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules. (44 Ill. Admin. Code 4.5550) For protests related to the solicitation, including specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual responses, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier. The Protest Review Office's information is as follows:

Chief Procurement Office for Higher Education
Attn: Protest Review Office
513 Stratton Office Building
401 South Spring Street
Springfield, IL 62706
Email: EEC.CPOHE@illinois.gov

2. Evaluation Process:

2.1 Evaluation: The University evaluates three categories of information: responsiveness, responsibility, and price. The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

2.1.1 Responsiveness: A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.

2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed.

2.1.1.3 When the specification calls for "Brand Name or Equal", the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

2.1.2 Responsibility: A Vendor is considered responsible when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University will determine whether the University can or should do business with a Vendor. The University may consider factors including, but not limited to political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the Vendor's probable ability to deliver in the quality and quantity within the time and price as specified in the solicitation.

2.1.3 Price: The University will rank responses in order of price to determine the lowest priced response that meets requirements of responsiveness and responsibility.

- 2.2 Award:** The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible and responsive vendor who submits the lowest price.
- 2.2.1 The University will post a notice to the Bulletin identifying the apparent low cost vendor. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.
- 2.2.2 Awarded Vendors must at all times, including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

End of Instructions

4. Vendor's Offer

The undersigned authorized representative of the identified Vendor hereby submits this offer to perform in full compliance with the subject solicitation. By completing and signing this form, we are making an offer to the University that the University may accept. The offer consists of this signature page, our response to the subject solicitation and any attachments referenced in the response.

We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this offer. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

- Resident Vendor (30 ILCS 500/45-10)
- Soybean Oil-Based Ink (30 ILCS 500/45-15)
- Recycled Materials (30 ILCS 500/45-20)
- Recycled Paper (30 ILCS 500/45-25)
- Environmentally Preferable Supplies (30 ILCS 500/45-26)
- Gas Mileage (30 ILCS 500/45-40)
- Small Businesses (30 ILCS 500/45-45)
- Illinois Agricultural Products (30 ILCS 500/45-50)
- Corn-Based Plastics (30 ILCS 500/45-55)
- Disabled Veterans (30 ILCS 500/45-57)
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- Biobased Products (30 ILCS 500/45-75)
- Historic Preference Area (30 ILCS 500/45-80)
- Procurement of Domestic Products (30 ILCS 517)
- Public Purchases in Other State (30 ILCS 520)
- Illinois Mined Coal Act (30 ILCS 555)
- Steel Products Procurement (30 ILCS 565)
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)
- Veteran's Preference (330 ILCS 55)

We are providing the following explanation of qualification for the preference or special programs checked above:

We certify that we have made no alterations or modifications to the original content of this solicitation or other related procurement documents, either text or graphics and whether transmitted electronically or hard copy.

Vendor Name: _____

Signature of Authorized Representative: _____ Date: _____

Printed Name: _____ Title: _____

5. Description of Supplies and Services

- 5.1 University's Need for Supplies / Services:** Vendor to provide and maintain a high-level of quality and efficient turnaround time for a variety of print communications. The contractor will be responsible for the complete process including job pick-up from the Graphic Design (GD) office, printing, bindery, delivery of proofs and final product and invoicing.

There is an expectation of cost reductions on all products due to the volume of materials involved over a multi-year period and an expectation of standard costs and standard production times for each product type for estimating and billing efficiency. Additionally, there will be infrequent but high priority rush treatment for upper management tasks.

GD is responsible for the visual image of these materials, thus, maintaining timely communication with GD is essential. GD will conduct press checks on high-end projects at the vendor's business. GD will continue to be the primary liaison between the vendor and customers. Proofs will be routed through GD for review before being forwarded to the customer. GD and the SIUE Purchasing Office will oversee all processes and procedures involved in the production of these materials. As the general overseer, no changes in paper, ink, design, deadlines, or other factors are to take place without permission from GD.

The University reserves the right to award multiple orders for all work to assure timely delivery of all work, best price, and project specifications. For each project, SIUE Marketing and Communication will develop a scope of work and solicit quotes from one or more of the vendors awarded these contracts. Quotes may be requested with detailed breakdowns including (but not limited to) quantity, size, ink, stock, proofs, and art. Quotes shall be good for a minimum period of 30 calendar days. SIUE also reserves the right to receive quotes for projects under the formal bid limit from vendors not awarded this project.

5.2 Supplies / Services Required:

The following are a sampling of projects typically produced. Additional projects may be needed that go beyond the typical scope. The quantity, page count, paper requirement, etc. will vary according to the job specifications. Provide pricing and high-quality samples of each project listed below.

Project 1: Brochure

Quantity:	250 VS. 500 VS. 1,000 (digital vs. offset pricing)
Size:	Flat: 11" x 8.5" Finished: 3.667" x 8.5" VS. Flat: 12" x 9" Finished: 4" x 9"
Ink:	4c, 2 sides, with bleeds
Stock:	Rolland Enviro100 Satin 80# Text VS. Rolland Enviro100 Satin 80# Cover
Other:	Satin Aqueous Coat, 2 sides
FSC Certification:	Vendor to add FSC Certification line with logo
Bindery:	2 folds
Proofs:	PDF & High-Quality hard copy proof indicating color accuracy, photo quality, bindery, bleeds, etc.
Art:	Files provided VS. Vendor to make minor text changes & photo updates to existing files

Project 2: Annual Report with Remit Envelope

Quantity: 5,000-Reports, 5,000-Remits
Pages: 12 + cover
Size: Report: Flat: 17" x 11" Finished: 8.5" x 11"
 Remit: Flat: 7.25" x 6.5" Finished: 3.625" x 6.5"
Ink: Report: 4 color with bleeds throughout
 Remit: black, 2 sides
Other: Report: gloss aqueous on outside cover
Stock: Cover: 80# Sterling Premium gloss cover
 Text: 80# Sterling Premium gloss text
 Remit: 6-3/4" Combination Statement & Return Envelope
FSC Certification: Vendor to add FSC Certification line with logo
Bindery: Report: 1 fold; saddle stitch
 Remit: 1 fold; envelope inserted in-between saddle
Proofs: PDF & High-Quality hard copy proof indicating color accuracy, photo quality, bindery, bleeds, etc.
Art: Files provided

Project 3: Booklet

Quantity: 48,000
Pages: 36 pages plus cover
Size: Flat: 20" x 10.75" Finished: 8" x 10.75"
Ink: 4-color throughout w/bleeds
Stock: Cover: Rolland Enviro100 Satin 80# Cover
 Text: Rolland Enviro100 Satin 80# Text
Other: Satin aqueous coat on outside cover, with holdout for BRM
FSC Certification: Vendor to add FSC Certification line with logo
Bindery: Cover: 2 folds (one 4" fold on the back cover with 2 perfs to make BRM contact card); Saddle Stitch
 Text: 1 fold
Proofs: PDF & High-Quality hard copy proof indicating color accuracy, photo quality, bindery, bleeds, etc.
Art: Files provided

Project 4: Poster

Quantity: 250 VS. 500 VS. 1,000 (digital vs. offset pricing)
Size: 11" x 17"
Ink: 4-color w/bleeds
Stock: Rolland Enviro100 Satin 80# Cover
FSC Certification: Vendor to add FSC Certification line with logo
Proofs: PDF & High-Quality hard copy proof indicating color accuracy, photo quality, bleeds, etc.
Art: Files provided

Project 5: Invitation & Envelope

Quantity: 100 each VS. 500 each VS. 1,000 each (digital vs. offset pricing)
Size: Invitation: Flat: 6-1/4" x 9" Folded: 6-1/4" x 4-1/2"
 Envelope: Standard A6 Envelope: 6-1/2" x 4-3/4"
Ink: Invitation: PMS 485 (red) and black, 2 sides with bleeds
 Envelope: PMS 485 (red) and black, 1 side no bleeds
Stock: Invitation: 80# white cover, uncoated (specify stock)
 Envelope: A6 to match (specify stock)

Bindery: 1 fold
Proofs: PDF & High-Quality hard copy proof indicating color accuracy, photo quality, bleeds, etc.
Art: Files provided

Project 6: Flier

Quantity: 250 VS. 500 VS. 1,000 (digital vs. offset pricing)
Size: 8.5" x 11"
Ink: 4-color, 2 sides with bleeds
 VS.
 PMS 485 (red) and black, 2 sides with bleeds
Stock: Rolland Enviro100 Satin 80# Text
Proofs: PDF & High-Quality hard copy proof indicating color accuracy, photo quality, bleeds, etc.
Art: Files provided

Project 7: Postcard

Quantity: 2, 500 VS. 5, 000 VS. 10,000
Size: 11" x 6"
Ink: 4-color, 2 sides with bleeds
 VS.
 PMS 485 (red) and black, 2 sides with bleeds
Stock: 12pt C2S cover (specify stock)
Proofs: PDF & High-Quality hard copy proof indicating color accuracy, photo quality, bleeds, etc.
Art: Files provided

5.3 Milestones and Deliverables:

Vendor will maintain a tracking system of all jobs in progress, and a history of past projects. This information needs to be available to GD electronically, in spreadsheet form, at all times. Vendor may be requested to provide other reports such as total jobs to date, break-down of one-color versus two-color, versus 4-color jobs, breakdown by accounts or departments, and total number of projects. Vendor will provide plan for efficient turnaround to meet deadlines. Upon project completion, final project files must be provided to GD, either by disk, email or file transfer.

5.4 Vendor and Staffing Specifications:

5.4.1 Potential bidding vendors should provide list of anticipated project staff highlighting the areas of:

- Printing
- Bindery
- Pre-press
- Design
- Accounting
- Account Management
- Delivery

5.4.2 Potential bidding vendors must meet the following requirements:

- Vendor must be located within a 35-mile radius of the SIUE campus (reference section 5.5)
- Operate offset printing presses capable of producing 5-, 4-, 2-, and 1-color printing, with aqueous coating; equipment list must be provided
- Have an advanced knowledge of color, capable of matching University's Pantone 485, out of 4-color process
- Vendor must have Forest Stewardship Council (FSC) chain of custody certification and meet requirements to use FSC logos on eligible printed materials; FSC certification number must be provided

- Capable of printing a minimum of 190-line screen and higher as needed for gloss coated paper
- Allow for press-check for jobs as indicated by GD, during a mutually agreed schedule
- Have a high-quality digital printer for smaller runs (500 quantity or less)
- Support Adobe InDesign, Illustrator and Photoshop software up to Creative Cloud versions, and Adobe Acrobat (PDF) software up to DC version

5.5 Transportation and Delivery Terms: Vendor must pick up and deliver materials related to jobs, including, but not limited to art files, proofs, and printed files to multiple locations on the SIUE Edwardsville campus and other locations including contracted mail house, East St. Louis Center and Alton campuses. Any associated costs must be included in the print estimates. Generally, sufficient time is allowed to produce all jobs; however, rush jobs do occur and must be accommodated on an individual basis.

5.6 Subcontracting:

5.6.1 Subcontracting is allowed is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.

5.6.2 The maximum percentage allowed to be provided by a subcontractor is 25%.

5.6.3 Will subcontractors be utilized? Yes No

If "Yes", identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.

Subcontractor Name: _____
 BEP, Veterans, or Small Business certification # (if applicable): _____
 Anticipated / Estimated Amount to be Paid: _____
 Address: _____
 Description of work: _____

Subcontractor Name: _____
 BEP, Veterans, or Small Business certification # (if applicable): _____
 Anticipated / Estimated Amount to be Paid: _____
 Address: _____
 Description of work: _____

All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

5.6.4 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.

5.7 Location where Services are to be Performed:

5.7.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.

5.7.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.

5.7.3 Location where services will be performed: _____
 Percentage of services performed at this location: _____
 Anticipated value of services performed at this location: _____

5.8 Term:

5.8.1 Any contract resulting from this solicitation will have an initial term of July 1, 2017- June 30, 2018. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.

5.8.2 In no event will the total term of the resulting contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

5.8.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

5.9 Renewal:

5.9.1 The resulting contract will will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

5.9.2 The University reserves the right to renew for a total of four (4), one-year renewal options. SIUE will provide a 30-day notice of our intention to renew.

5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.

5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.

5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor's option.

- 5.10 Termination for Cause:** The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.
- 5.11 Termination for Convenience:** The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.

6. Pricing

6.1 Pricing Offer: Attach additional pages if the specified pricing format requires additional pages.

6.1.1 Vendor's Price for the Initial Term: reference section 5.2 for details

Project	Pricing
1 – Brochure	
2 – Annual Report with Remit Envelope	
3 – Booklet	
4 – Poster	
5 – Invitation & Envelope	
6 – Flier	
7 – Postcard	

6.1.2 Price shall not be increased should vendor experience an increase in wage rates, materials, equipment, or in any other of Vendor's costs, or should Vendor be compelled to pay premium wages for overtime work prior to completion of Vendor's work under the resulting contract.

6.1.3 Renewals:

6.1.3.1 If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the University formula is shown below, Vendor shall calculate renewal rates using that formula.

6.1.3.2 If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Cost increases or decreases shall be allowed only at the time of contract renewal and shall be increased or decreased by no more than a percentage equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Midwest Region for wages for the month of _____, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

6.1.3.3 University Formula for Determining Renewal Compensation:

If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

6.1.3.4 Vendor's Price for Renewal(s):

Option I: The University reserves the right to renew this and any contract that may arise from this IFB during the period July 1, 2018 through June 30, 2019, at the Quote prices and stated terms and conditions contingent upon Agency performance and continuing need. If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Indicate your option offer below:

- Prices remain firm for this option period
- Prices will increase up to ____% for this period
- Prices will decrease up to ____% for this period
- We do not offer an option

Option II: The University reserves the right to renew this and any contract that may arise from this IFB during the period July 1, 2019 through June 30, 2020, at the Quote prices and stated terms and conditions contingent upon Agency performance and continuing need. If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Indicate your option offer below:

- Prices remain firm for this option period
- Prices will increase up to ____% for this period
- Prices will decrease up to ____% for this period
- We do not offer an option

Option III: The University reserves the right to renew this and any contract that may arise from this IFB during the period July 1, 2020 through June 30, 2021, at the Quote prices and stated terms and conditions contingent upon Agency performance and continuing need. If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Indicate your option offer below:

- Prices remain firm for this option period
- Prices will increase up to ____% for this period
- Prices will decrease up to ____% for this period
- We do not offer an option

Option IV: The University reserves the right to renew this and any contract that may arise from this IFB during the period July 1, 2021 through June 30, 2022, at the Quote prices and stated terms and conditions contingent upon Agency performance and continuing need. If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Indicate your option offer below:

- Prices remain firm for this option period
- Prices will increase up to ____% for this period
- Prices will decrease up to ____% for this period
- We do not offer an option

6.2 Type of Pricing: Pricing under the resulting contract will be firm estimated \$_____

6.3 Discount: The University may receive a _____% discount for payment within _____ days of receipt of correct invoice.

6.4 Invoicing:

6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).

6.4.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University. Send invoices to:

SIUE Billing
Attn: Toni Thomas
PO Box 1027
Edwardsville, IL 62026-1027

6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.

6.5 Taxes: Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.

7. Standard Terms and Conditions

7.1 Payment Terms and Conditions

- 7.1.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices shall have no force or effect.
- 7.1.2 Minority Contractor Initiative: The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more, other than statewide master contracts, is required to pay a fee of \$15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.
- 7.1.3 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.
- 7.1.4 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.
- 7.1.5 Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 Ill. Adm. Code 4.2005(w))
- 7.1.6 Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, 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. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

- 7.2 Assignment and Subcontracting:** Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and

addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

- 7.3 Audit / Retention of Records:** Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records (30 ILCS 500/20-65).
- 7.4 Time is of the Essence:** Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- 7.5 No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7.6 Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 7.7 Confidential Information:** Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 7.8 Freedom of Information Act:** This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)
- 7.9 Use and Ownership:** All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.
- 7.10 Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, 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 Vendor 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 Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 7.11 Insurance:** Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees 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 University. Vendor shall provide at a minimum: (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, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 7.12 Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University.
- 7.13 Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.
- 7.14 Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- 7.15 Applicable Law:** Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a

contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

- 7.16 Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.
- 7.17 Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
- 7.18 Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.
- 7.19 Notices:** Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 7.20 Modifications and Survival:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 7.21 Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 7.22 Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 7.23 Warranties for Supplies and Services**
- 7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies;

(d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

7.23.2 Vendor shall insure that all manufacturers' warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University's payment, acceptance, inspection, or failure to inspect the supplies.

7.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

7.23.4 Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

7.24 Reporting:

7.24.1 Vendor shall immediately notify the University of any event that may have a material impact on Vendor's ability to perform the contract.

7.24.2 By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

8. Supplemental Terms and Conditions

8.1 University Supplemental Terms and Conditions:

- University Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)
- University Specific Terms and Conditions
- Other (describe)_____

8.2 Vendor Supplemental Terms and Conditions:

This is supplemental information that supports a vendor's response (e.g. a vendor's licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed in Section 9.

9. Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor’s response.

9.1 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Vendor agrees with the terms and conditions set forth in the solicitation, including the standard terms and conditions, University supplemental provisions, certifications, and disclosures, with the following exceptions:

Page # / Section / Subsection #	State the exception such as “add,” “replace,” and / or “delete.”

9.2 CONFIDENTIAL INFORMATION

You must include a redacted copy of your response.

Page # / Section / Subsection #	State the information being claimed as confidential and the statutory basis for each claim. Include supporting information.

10. References

References are are not requested.

If requested, provide references, according to the instructions below. All references must be established firms or government agencies other than the procuring University that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation. These references will be contacted.

Type of References: *University & agency references should be provided in bidder's proposal*

Number of Each Reference Type: *At least three references*

1. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
2. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
3. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
4. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:

11. Form A or B**STOP - Please read the following instructions carefully.**

If you **ARE NOT registered** in the Illinois Procurement Gateway (IPG) and **do not have** an active IPG Registration Number with an unexpired date, **you must complete and attach Form A** which can be found at:
<http://www.illinois.gov/cpo/HigherEd/Documents/Form%20A.docx>.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.vendorreg.com>) and search the "IPG Registered Vendor Directory".

If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND you must submit FORM A with your solicitation response.

If you **ARE registered** in the Illinois Procurement Gateway and **have** an active unexpired IPG registration number, **you must complete and attach Form B** which can be found at:
<http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx>.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

END OF DOCUMENT

Financial Disclosures and Conflicts of Interest

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- Vendor
- Vendor’s Parent Entity(ies) (show 100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor’s Parent Entity(ies) > \$50,000

Project Name: _____

Procurement Bulletin Reference #: _____

Vendor Name: _____

Doing Business As (DBA): _____

Disclosing Entity Name: _____

Disclosing Entity’s Parent Entity: _____

Instrument of Ownership or Beneficial Interest (check one):

- Sole Proprietorship
 - Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
 - Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
 - Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
 - Not-for-Profit
 - Trust Agreement (Beneficiary)
 - Other
- If you selected Other, please describe: _____.

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

- Option 1 – Publicly Traded Entities
 - 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
 - 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

- Option 2 – Privately Held Entities with more than 100 Shareholders
 - 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
 - 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

- Option 3 – All other Privately Held Entities, not including Sole Proprietorships
 - 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

- Option 4 – Foreign Entities
 - 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
 - 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

- Option 5 – Not-for-Profit Entities
 - Complete Step 2, Option B.

- Option 6 – Sole Proprietorships
 - Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.
 Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning this solicitation? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor(\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years 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? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment 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
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee 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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided:

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____

CONTRACT CERTIFICATIONS AND CONFLICTS

TRANSACTION #: _____

By executing this Contract Vendor makes the following certifications and acknowledges that this Contract may be declared void if any certification is false:

1. Equal Employment Opportunity. The Vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. The equal opportunity clause of Section 2-105 of the Illinois Human Rights Act is incorporated herein. The Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Vendor agrees to incorporate this clause into all subcontracts under this Contract.
2. Educational Loan Default; Debt Delinquency. If the Vendor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3). Neither Vendor nor any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board (30 ILCS 500/50-11).
3. Criminal Convictions. Vendor has not been barred from contracting as a result of conviction of any of the following crimes: bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state; bribery or attempted bribery of an officer or employee of the State of Illinois or any other state (30 ILCS 500/50-5(a)); felony committed by any officer, director, partner or other managerial agent of Vendor under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 where conviction occurred within 5 years of date of Contract (30 ILCS 500/50-10.5); any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
4. Inducement to Refrain from Bidding. 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).
5. Employment of Former State Officers or Employees. Vendor is not in violation of the "Revolving Door" prohibitions of the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).
6. Membership in Discriminatory Clubs. 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).
7. Certain Service Contracts (does NOT apply to contracts for professional or artistic services). If this is a service contract as defined in 30 ILCS 500/25-80, Vendor (i) 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, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract. This certification does not apply to heating and air-conditioning, plumbing, and electrical service contracts. If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Vendor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
8. Printing Services. If this Contract includes printing services in any amount, Vendor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60). Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).
9. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10) or by the labor of any child under the age of 12 (30 ILCS 584/10).
10. International Boycott (applies to contracts which exceed \$10,000). Neither Vendor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
11. Steel Products. If steel products to be used or supplied for the "construction, reconstruction, alteration, repair, improvement or maintenance" of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).

12. Lead Poisoning Prevention Act (410 ILCS 45). If Vendor is the owner of residential buildings in Illinois, Vendor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).
13. Collection of Illinois Use Tax. Neither Vendor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
14. EPA Violation. Vendor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
15. Drug Free Workplace (applies to contracts which exceed \$5,000). If Vendor employs 25 or more employees, Vendor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Vendor is an individual, Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
16. State Board of Elections Registration. Vendor is either (1) not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160).
17. Legal Entity Authorized to Do Business in Illinois (does not apply to Vendors who are sole proprietors). Vendor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
18. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, 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.
19. Taxpayer ID. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Vendor to the University in University's vendor registration process is true and correct.
20. Audits. As required by 30 ILCS 500/20-65, Vendor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.
21. Medicare/Medicaid and Other Federal Debarments. Neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
22. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
23. IITAA Compliance (applies only to information technology contracts). 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/iitaa (30 ILCS 587).
24. This applies to chartered bus contracts and is otherwise not applicable. The Contractor certifies that it is in compliance with the Illinois Vehicle Code and that Contractor and all drivers of vehicles that will be provided under this contract are in compliance with the Uniform Commercial Driver's License Act, 625 ILCS 5/6-500.
25. Employment. Requires that individuals or entities with contracts with State agencies under the jurisdiction of the executive branch, universities and community colleges shall post certain employment vacancies on the Illinois Department of Employment Security's IllinoisJobLink.com system or provide an online link to its employment vacancies so the link is accessible through the web page of IllinoisJobLink.com.

Business Enterprise Program for Minorities, Females and Persons With Disabilities: In order to promote the development and use of minority-owned businesses or services, Southern Illinois University, as an Illinois public university, is required to participate in the State of Illinois' Business Enterprise Program (BEP) for minorities, females, and persons with disabilities by Public Act 88-597 (30 ILCS 575/0.01, et seq.). This Act requires that each State of Illinois public university annually report its utilization of businesses owned by minorities, females and persons with disabilities. The completion of this section will play an important role in our University's goal to obtain goods and services from qualifying individuals or businesses.

PLEASE SELECT THE APPROPRIATE BOXES:

If an individual: Female Male

If a company: Female Owned (must own 51% or more) Not Applicable

Select appropriate category: African American Alaskan American Asian American Caucasian

Hispanic Native American Veteran-owned Small Business Decline to Answer

If disabled, please check: Person with Disability

All subcontracts of \$50,000 or more issued by Vendor under this Contract must include these Certifications, and, if applicable, the Financial Disclosures and Conflicts of Interest Form.

If this is a multi-year contract, including the initial term and all optional renewals, Vendor and all subcontractors shall reconfirm compliance with the above certifications by July 1 of each year that this Contract remains in effect.

NEW 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. 095-1038 effective March 11, 2009, and the amendment is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-1038>.

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. Furthermore, if you are required to register with the State Board of Elections, you must also provide a copy of your certificate of registration with your bid or proposal.

If you do not certify your compliance with the Act and provide a copy of the registration certificate issued to you by the State Board of Elections if you are required to register, your bid or proposal cannot be accepted by the University. You must 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.

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, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.
- 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, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.
- 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. If you fail to check any box, the University cannot accept your bid or proposal.

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).

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>.

ATTACH BOARD OF ELECTIONS REGISTRATION CERTIFICATE TO THIS PAGE.

If you are not required to register, check here

Vendors Legal Authorization: Vendors may qualify to submit bids to state universities of Illinois only if they are a legal entity authorized to do business in Illinois **prior to** submitting the bid. This applies to both in-state and out-of-state firms. Failure to provide the Certificate in Good Standing (or other qualifications as noted on the attached Vendor Legal Authorization Form) with your bid may result in your bid being considered as non-responsive. **Bidders must submit a true and correct copy substantiating legal registration (30 ILCS 500/1.15.80), according to the guidelines that are referenced on the Vendor Legal Authorization form. Specific information can be obtained from the Illinois Secretary of State.** First-tier subcontractors in which subcontracts exceed \$25,000 will be required to provide this same information to the awardee and to SIUE within 20 days of the award to the awardee of this bid.



State of Illinois
Illinois Department of Human Rights
Legal Division, Public Contracts Unit

Make payment to:
ILLINOIS DEPARTMENT OF HUMAN RIGHTS
MAIL TO: IDHR - FISCAL UNIT
100 W. RANDOLPH - SUITE 10-100
CHICAGO, ILLINOIS 60601
TELEPHONE: 312-814-2432 (TTY: 217-785-5125)
[Contact a Public Contracts Unit Representative](mailto:IDHR.PublicContracts@Illinois.gov)
IDHR.PublicContracts@Illinois.gov

IDHR EMPLOYER REPORT FORM (PC-1): FIRST TIME APPLICATION FOR AN IDHR NUMBER

Instructions: This form is to be used by entities applying for an IDHR number for the first time. IDHR Numbers expire five years after the date of issue, and may be renewed at that time for an additional \$75 fee. The information requested is necessary to accomplish the statutory purpose set forth in [775 ILCS 5/1-101 et seq.](#) Disclosure of this information is REQUIRED. Forms received with employment data omitted will not be processed. The gathering and retention of employee race/ethnicity and gender data is permitted by state and federal law so long as such data are kept separate from other personnel information and are not used for the purpose of committing unlawful discrimination. For administrative details, review [44 Ill. Admin. Code, Section 750.210\(a\)](#).

You must file an application if your company wants to be eligible to bid on state contracts and any one of the following applies:

- 1) your company employs 15 or more persons at the time of application for a public contract;
- 2) your company has employed 15 or more persons at any time during the 365 day period prior to the date of your applying for a public contract;
- 3) you are directed to file by a contracting agency of the State of Illinois, any political subdivision, or a municipal corporation.

A form is deemed filed when it is received by the IDHR Chicago office, PROPERLY completed, signed, and accompanied by a certified check, money order, or cashier's check for \$75 payable to the Illinois Department of Human Rights. No personal checks, business checks, or credit card numbers will be accepted. Any form without an approved form of payment will be returned unprocessed. This form must be filed prior to bid opening.

Sexual Harassment Policy: NO company without a sexual harassment policy will be issued an IDHR number. If your organization has no policy, and would like a model for creating one, please visit: http://www.state.il.us/dhr/Programs/dhr_pbsx.htm.

Federal Employer Identification Number (FEIN) must be provided.

If your entity has multiple `cWUjcb` that all have the same FEIN, you are only obligated to pay one fee (\$75) to receive an IDHR number for all `cWUjcb` having the same FEIN and wishing to be eligible to bid on business with the State of Illinois. The following form must be filled out for EACH `cWUjcb` applying to do business with the State. [Click here to open additional blank copies of the following form.](#)

For definitions of "Employees", "Race or Ethnic Background" and "Job Category" or to review the Equal Employment Opportunity Clause, Requirements regarding Sexual Harassment Policies, or applicable regulations regarding the Discriminatory Club Act, [Click Here](#).



State of Illinois
 Illinois Department of Human Rights
 Legal Division, Public Contracts Unit
First Time Application

Make Payment (\$75 Certified Check, Cashier's Check, or Money Order) to:
 ILLINOIS DEPARTMENT OF HUMAN RIGHTS
and mail to:
 IDHR - FISCAL UNIT
 100 W. RANDOLPH - SUITE 10-100
 CHICAGO, ILLINOIS 60601

Name of Applying Company: _____ FEIN: _____

Address: _____

City: _____ State: _____ ZIP: _____ County: _____ Country: _____

Contact Name: _____ Phone: _____ Email: _____
 Individual or sole proprietor Corporation - not for profit Other-
 Partnership Government entity
 Corporation - for profit Educational institution

JOB CATEGORIES	WHITE (Not of Hispanic Origin)		BLACK OR AFRICAN-AMERICAN (Not of Hispanic Origin)		HISPANIC OR LATINO		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE		OVERALL TOTALS	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

M = MALE COLUMN L IS SUM OF ROWS B, D, F, H, AND J.
F = FEMALE COLUMN M IS SUM OF ROWS C, E, G, I, AND K.
Sole proprietorship: one employee and that same employee is the owner; must fill in the above chart for the one person.

DATE OF ABOVE DATA:
 NOTE: ANSWER EACH QUESTION BELOW WITH INFORMATION PERTAINING TO THE WORK FORCE REPORTED ABOVE.

Describe the goods or services produced at or provided by the employer.

Identify the geographical area from which the company draws its employees. Use city, county, metropolitan statistical area, or distance from location.

What is the maximum number of employees working for the company during a 12-month period?	
What is the average number of persons employed by the company on a year-round basis?	
How many disabled persons are employed by the company?	
	Yes No
Is the employer a federal contractor pursuant to federal executive order 11246 ?	
Does the company normally hire additional employees to perform contract work?	
Is the company minority owned?	
Is the company female owned?	
Does the company have a current written affirmative-action plan?	
Does the company have a current written sexual harassment policy?	
Within the past three years, has the company been declared ineligible for any public contract based on a finding of employment discrimination? If yes, attach a separate sheet fully explaining the situation.	
Is this form for a location which shares a FEIN with another location that is already registered with IDHR?	

I certify that the information provided in this report, and in any attachments thereto, is true and accurate to the best of my knowledge and belief. The employer filing this report agrees to conform with the requirements set forth in the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the rules and regulations of the Department of Human Rights. I am authorized to sign this form on behalf of the employer.

SIGNATURE _____ DATE _____

TYPED NAME AND TITLE _____ TELEPHONE _____ EMAIL _____

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.

Does the following information apply to your firm? You must affix your signature below indicating whether the information does or does not apply to your firm.

Within the 24 months before submission of the bid, offer, or proposal the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

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

AND

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

OR

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

NO, the above information does NOT apply to our firm.

Signature

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

Signature

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

In support of the Business Enterprise for Minority, Female and Persons with Disabilities Act (MAFBE; 30 ILCS 575 et seq., as amended) the University has established the goal of 20% of its contracts to be awarded to minority (11%), female (7%), and disabled (2%) businesses. University encourages minority, female and disabled business enterprises to compete for and participate in University contracts. The goals can be met by means of contracts let directly to minority, female and disabled business firms by University, or indirectly by Proposer's ordering goods or services from minority, female and disabled firms when suppliers or subcontractors are needed to fulfill the Contract.

Information about Proposer's MAFBE status must be included in Bidder's Application Form as part of the submission. Proposer, if awarded a Contract, agrees to notify Southern Illinois University Edwardsville of changes of its status as a minority, female or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

Proposer agrees to identify minority, female and disabled business firms providing the Proposer with goods or services in the fulfillment of the Contract requirements, and further agrees to report, upon request by the University, the dollar value of purchases made with these firms. Upon request, University will provide a list of certified minority, female and disabled business firms that may be contacted.

If the Proposer's firm is not owned by a minority, a female, or disabled person and the Proposer intends to use such a firm to provide supplies or subcontracting services, 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. 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.