



**Board of Trustees of
EASTERN ILLINOIS UNIVERSITY**
DEPARTMENT OF PROCUREMENT,
DISBURSEMENTS AND CONTRACT SERVICES
600 Lincoln Avenue
Charleston, Illinois 61920-3099

INVITATION TO BID

TODAYS DATE: April 22, 2013

Bids Due By: May 7, 2013
2:00 P.M. Prevailing Time

To: (Insert Company Name and Address Here)

Ship To:
Eastern Illinois University
Central Receiving
University Drive & Hayes Street
Charleston, Illinois 61920

REQUEST NUMBER	PURCHASING CONTACT	PHONE NUMBER	F.O.B. POINT	DEPARTMENT CONTACT
BH013960	Danielle Green	217-581-5599	EIU	Danielle Green 581-5599

DEPT. OF HUMAN RIGHTS #	TAX IDENTIFICATION #	EXPECTED DELIVERY DATE
_____	_____	_____

DESCRIPTION
<p>Eastern Illinois University - Fuel</p> <p>Prevailing Wages: Bids on all work of this contract shall be subject to the provisions of the "Illinois Prevailing Wage Act" (820 ILCS 130/). Not less than prevailing hourly wage as determined by the Illinois Department of Labor for Coles County, shall be paid for any part of the work.</p> <p>The University reserves the right to award by line item, group of items or grand total.</p> <p>Bids will be evaluated by lowest responsible and responsive bidder whose bids meet the requirements & criteria set forth in the invitation for bids.</p> <p style="text-align: center;">SEE ATTACHED!</p> <p>Sealed bids will be accepted until May 7, 2013, 2:00 P.M. prevailing time in the Department of Procurement, Disbursements and Contract Services, 1135 Old Main, 600 Lincoln Avenue, Charleston, IL 61920. On the outside of the envelope must appear the Bid Number and the Bid Due Date.</p>

QUOTATION MUST BE HELD FIRM FOR NINETY (90) DAYS PHONE: _____ FAX: _____ 800 #: _____	Insert Total Bid Price Here
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Signature Required Date

Eastern Illinois University - Specifications for Fuel

Scope

Offer price per gallon to provide and deliver # 1 ULS dyed diesel fuel, DSLX ULS dyed diesel fuel and Fuel oil # 2 dyed for the time period July 1, 2013 through June 30, 2015, with the University's option to renew for three (3) additional two-year periods.

Delivery Information

The fuel referred to in these specifications shall be delivered, by metered truck, to tanks located throughout campus. Deliveries shall be made between 7:00 AM and 2:00 PM as scheduled by Eastern Illinois University. Each delivery must be made within 48 hours of request.

Payment

Fuel described in these specifications shall be paid by the standard U.S. gallon. Vendor shall deliver to Physical Plant Garage, 409 Hayes Street, Charleston, Illinois 61920, a delivery ticket/invoice showing the number of gallons delivered, with proof of Rack Rate per gallon on date of delivery.

The University will initiate payment for gasoline. Separate invoices shall be processed for each delivery.

Insurance

The successful bidder will be requested to furnish certificates of insurance according to the specifications outline in this bid form.

Claims for Extra Compensation

Bidders shall acquaint themselves thoroughly with all of the difficulties that may be encountered in furnishing and delivering fuel in accordance with these specifications. No pleas of ignorance of conditions that exist, or difficulties that may be encountered in furnishing and delivering gasoline under these specifications as a result of failure to make the necessary examinations and investigations will be accepted as an excuse or omission on the part of the vendor to fulfill in every detail all of the requirements of said specifications or will be accepted as a basis for any claims whatsoever for extra compensation.

Substitution

No deviation in the quality of the fuel furnished under these specifications or substitution of quality, kind or grade of fuel or subcontracting shall be made without the notification to the University in writing and attaining by Vendor of a written approval from the University.

Exemption

The University is exempt from all Federal taxes and Illinois State Sales Tax except the Illinois State Motor Fuel Tax, Federal Leaking Underground Storage Tank (LUST) and the Illinois Lust Tax, which consists of the Illinois Tank Tax, and the Illinois Environmental Impact Fee. These taxes shall be included in the final figure.

Specification # 1 (Generators)

Diesel Fuel # 1 ULS dyed - approximately two thousand five hundred (2,500)* gallons of # 1 ULS dyed diesel fuel, for use in off road equipment. No biodiesel. Diesel shall not gel in winter.

*The above estimate is indicative of past usage only and there is no guarantee, expressed or implied, that usage will remain the same, increase, or decrease. Eastern Illinois University will not guarantee an amount of fuel to be purchased and will only purchase the amount of fuel required for operations.

Tank Location and Sizes

<u>Building</u>	<u>Tank Size/gallons(above ground)</u>
Stevenson Hall	500
Taylor Hall	500
Carman Hall	300
Life Science Building	400
Booth Library	300
Buzzard Hall	400
Klehm Hall	100
Physical Plant	500
MLK Union	300
Lantz Arena	550
Student Services Building	1,000
Human Services Building	366
Doudna Fine Arts	700
Portable Generator	500 (Location will be indicated prior to delivery)
Renewable Energy Center	750

Base Bid # 1

Vendor shall offer a rack rate (government) plus margin above rack rate per gallon to provide and deliver during the contract period. Deliveries shall be supported by proof of rack rate on the day of delivery with each invoice.

Government Rack Rate as of April 30, 2013	\$ _____/gal
Margin above Rack Rate (including freight)	\$ _____/gal
Price per Gallon (excluding taxes)	\$ _____/gal
Current Applicable Taxes as of April 1, 2013	\$0.221_____/gal
<i>Illinois State Motor Fuel Tax</i>	<i>\$0.190/gal</i>
<i>Federal Leaking Underground Storage Tank (LUST)</i>	<i>\$0.001/gal</i>
<i>Illinois (LUST)</i>	<i>\$0.019/gal</i>
<i>-Illinois Tank Tax-\$0.003/gal</i>	
<i>-Illinois Environmental Impact Fee-\$0.008/gal</i>	
TOTAL:	\$ _____/gal

Specification # 2 (Grounds)

Diesel Fuel DSLX ULS Dyed - approximately seven thousand five hundred (7,500)* gallons of DSLX ULS dyed diesel fuel, for use in off road equipment. No biodiesel. Diesel shall not gel in winter.

*The above estimate is indicative of past usage only and there is no guarantee, expressed or implied, that usage will remain the same, increase, or decrease. Eastern Illinois University will not guarantee an amount of fuel to be purchased and will only purchase the amount of fuel required for operations.

Tank Location and Sizes

<u>Building</u>	<u>Tank Size/gallons(above ground)</u>
Central Stores (NE Corner)	1,000

Base Bid # 2

Vendor shall offer a rack rate (government) plus margin above rack rate per gallon to provide and deliver during the contract period. Deliveries shall be supported by proof of rack rate on the day of delivery with each invoice.

Government Rack Rate as of April 30, 2013	\$ _____/gal
Margin above Rack Rate (including freight)	\$ _____/gal
Price per Gallon (excluding taxes)	\$ _____/gal
Current Applicable Taxes as of April 1, 2013	\$0.221 _____/gal
<i>Illinois State Motor Fuel Tax</i>	<i>\$0.190/gal</i>
<i>Federal Leaking Underground Storage Tank (LUST)</i>	<i>\$0.001/gal</i>
<i>Illinois (LUST)</i>	<i>\$0.019/gal</i>
<i>-Illinois Tank Tax-\$0.003/gal</i>	
<i>-Illinois Environmental Impact Fee-\$0.008/gal</i>	
TOTAL:	\$ _____/gal

Specification # 3 (Backup Fuel for the Renewable Energy Center)

Fuel oil # 2 dyed - approximately seven thousand five hundred (7,500)* gallons of fuel oil # 2 dyed, for use as oil back up for the Renewable Energy Center. Fuel oil must meet ASTM D975-08 standard for Grade No. 2-D S15, ultra-low sulfur content less than 15PPM.

*The above estimate is indicative of past usage only and there is no guarantee, expressed or implied, that usage will remain the same, increase, or decrease. Eastern Illinois University will not guarantee an amount of fuel to be purchased and will only purchase the amount of fuel required for operations.

Tank Location and Size

<u>Building</u>	<u>Tank Size/gallons(above ground)</u>
Renewable Energy Center	49,070

Base Bid # 3

Vendor shall offer a rack rate (government) plus margin above rack rate per gallon to provide and deliver during the contract period. Deliveries shall be supported by proof of rack rate on the day of delivery with each invoice.

Government Rack Rate as of April 30, 2013 \$ _____/gal

Margin above Rack Rate (including freight) \$ _____/gal

Price per Gallon (excluding taxes) \$ _____/gal

Current Applicable Taxes as of April 1, 2013 \$0.221 _____/gal

- Illinois State Motor Fuel Tax* \$0.190/gal
- Federal Leaking Underground Storage Tank (LUST)* \$0.001/gal
- Illinois (LUST)* \$0.019/gal
- Illinois Tank Tax-\$0.003/gal*
- Illinois Environmental Impact Fee-\$0.008/gal*

TOTAL: \$ _____/gal

Labor Rate for Fuel-Related Maintenance: Bidders are requested to quote on the cost (labor rate only) for fuel-related maintenance, which may include transferring of fuel between tanks, spill containment and clean-up. This rate should remain constant for the length of the contract.

\$ _____ per hour

Please provide a copy of your Spill Prevention Controls and Counter Measures.

The vendor may submit, attached to this bid, a letter containing any limiting or qualifying statements pertinent to the bid.

TERMS OF CONTRACT

Contract shall be for a two-year period beginning July 1, 2013 and extending through June 30, 2015 with the University's option to renew for three (3) additional two-year periods.

Indicate below if you agree to offer the University the right to renew this contract for the periods shown at the same bid pricing, and stated condition, contingent upon continuous needs, availability of funds, favorable market conditions and over-all satisfaction with vendor service as determined by the University.

Option Period 1:
FY16-FY17 July 1, 2015 through June 30, 2017

The Bidder's price shall (check one):
 Remain the same for option period 1.
 Increase up to ___% for option period 1.
 Decrease ___% for option period 1.

Prices will vary based on other factors. Explain below:

Option Period 2:
FY18-FY19 July 1, 2017 through June 30, 2019

The Bidder's price shall (check one):
 Remain the same for option period 2.
 Increase up to ___% for option period 2.
 Decrease ___% for option period 2.

Prices will vary based on other factors. Explain below:

Option Year 3:
FY20-FY21 July 1, 2019 through June 30, 2021

The Bidder's price shall (check one):
 Remain the same for option period 3.
 Increase up to ___% for option period 3.
 Decrease ___% for option period 3.

Prices will vary based on other factors. Explain below:

Before Submitting Your Sealed Bid, have you:

- _____ Signed your Bid Form?
- _____ Read and signed the Instructions to Bidders?
- _____ Completed the Certification's Page?
- _____ Completed the Vendor Disclosure of Financial Interest's Form?
- _____ Completed the Insurance Requirement Form?
- _____ Supplied your Illinois Board of Election registration certificate?
- _____ Supplied Your Department of Human Rights Number (DHRN)?
- _____ Inserted your Company Name, Bid Number and Due Date on the outside of your envelope?

EASTERN ILLINOIS UNIVERSITY, Charleston, Illinois
INSTRUCTIONS TO BIDDERS

SIGNATURES: Quotation must be made on enclosed form. Sign and return original; make a copy for your files. Unsigned bids will not be considered. Signatures of bidders on these forms shall be construed as acceptance of all items on proposal and specifications.

ALTERNATES: Manufacturer's trade names are used in specifications for express purpose of establishing standard of quality and coordination of design, not for purpose of limiting competition. Unless manufacturer's name and catalog number are inserted opposite individual items, it is understood bidder is bidding exact item specified. If bidding other than specified, descriptive literature must accompany bid.

SAMPLES: Samples may be required. Each sample should be clearly labeled with vendor's name, address and brief description of item. All transportation charges on samples must be paid by vendor. Failure to comply with a request to submit samples may be cause for rejection of bid. No payment will be made for samples. However, samples not destroyed by examination or testing will be returned to bidders if such request is made by bidder. Samples will be returned at bidder's expense.

TAX EXEMPT: Eastern Illinois University is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.

DELIVERY REQUIREMENTS: Prices quoted shall include all charges for packing, transportation and delivery to Eastern Illinois University, Charleston, Illinois.

FIRM QUOTATIONS: Prices quoted shall be firm for a period of sixty (60) days after the date established for opening of the bids.

EXECUTION OF BIDS: In order to provide for increases or decreases in quantity specified because of changes in requirements or conditions, bidders are encouraged to indicate, in spaces provided, both unit and total amounts. In the event bidder does not supply unit costs, it will be assumed the unit cost is the total cost divided by quantity specified. Failure to indicate unit costs will not result in a technical disqualification.

BID INSPECTIONS: Bids will be available for inspection in the Office of Director of Department of Procurement, Disbursements and Contract Services after an award is made.

AVAILABILITY OF DOCUMENTS: All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at: <http://procure.stateuniv.state.il.us>

Suppliers intending to respond to any posted requirement are encouraged to visit that site to ensure that they have received a complete and current set of documents. Some notices may provide a download copy of the pertinent procurement documents, as well as any amendments to those documents. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format. Any supplier receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for ensuring that they have received all necessary procurement documentation including amendments. Interested suppliers should note that the State Universities in Illinois do not charge (unless otherwise stated in the Bid/RFP documents) any fees to obtain a copy of or respond to documents posted for competitive solicitation. The issuing University is not responsible for ensuring that all or any procurement documentation is received by a supplier that is not appropriately registered with the issuing University.

HANDLING OF BIDS: Correspondence must be addressed to Director, Department of Procurement, Disbursements and Contract Services. All bids must be submitted in a sealed envelope addressed to: Department of Procurement, Disbursements and Contract Services, 1135 Old Main, Eastern Illinois University, Charleston, Illinois, 61920. On the outside of the envelope in the lower left-hand corner must appear: Sealed Bid, bid number, vendor name, and bid opening time. All formal sealed bids received after specified time and date will be marked "**Received too late for consideration**" and will be returned to bidder unopened. Telephone, telegraph or faxed quotes for sealed bids will not be considered. Bidders may change or withdraw their sealed bid in writing prior to bid closing time.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any vendor orally. The Board of Trustees of Eastern Illinois University will not be responsible for any interpretations of the documents which any presumes to make on its behalf, other than written addenda signed by the University Department of Procurement, Disbursements and Contract Services. All correspondence must be addressed to the Director, Department of Procurement, Disbursements and Contract Services.

The special attention of Vendors is directed to the fact that no claim for relief because of errors or omissions in the bidding will be considered. Vendors will be held strictly to the proposals submitted. Should a vendor find any discrepancies in, or omissions, from any of the documents or to be in doubt as to the meanings, they shall advise the Director, Department of Procurement, Disbursements and Contract Services who will issue the necessary clarifications to all prospective vendors by means of addenda.

RESERVATION OF RIGHTS OF UNIVERSITY: Board of Trustees of Eastern Illinois University reserves the right to reject any or all bids, to waive irregularities, and to accept the bid which is considered to be in the best interest of the University. The University reserves the right to split award if it is in the best interest of University. If a split award is not acceptable to the bidder, it must be stated so in the bid.

COMPLIANCE WITH LEGISLATION: Bidders signatures shall be construed as acceptance of a willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Illinois Human Rights Act, Equal Employment Clause, Prevailing Wage Act for workers in our area, preference to citizens of United States and residents of State of Illinois. Provisions of said acts are hereby incorporated by reference and become a part of specifications.

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

INDEMNIFICATION CLAUSE: Contractor shall defend, indemnify, keep and save harmless the Board of Trustees, its board members, representatives, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, performance of work under a contract by contractor or their subcontractors to the full extent which would render these provisions void or unenforceable. In event of any such injury (including death) or loss or damage, or claims therefore, contractor shall give prompt notice to owner.

NON-RESIDENT CLAUSE: In submitting bid to Board of Trustees of Eastern Illinois University, bidder, as a part of bid recognizing that it is non-resident of the State of Illinois, hereby agrees, in event this bid is accepted, bidder will thereupon name an agent corporation, resident within State of Illinois, as a condition precedent, for service of process or notice of any kind, so, in the event of any litigation or controversy resulting between bidder and the said Board of Trustees relationship for EIU arising out of the contractual relationship this created, courts of the State of Illinois will have jurisdiction of Bidder for all such purposes to the same extent as though bidder were a resident of the State of Illinois.

DEPARTMENT OF HUMAN RIGHTS NUMBER: All bids require your Illinois Department of Human Rights (DHRN-- previously FEPC) or a certification by bidder that a PC-I Employer Prequalification Form has been filed with commission three (3) days prior to bid due date for vendor to be eligible to bid on contract. Please insert your number on bid form in space provided. If you do not have a DHRN you may write to the following:

Illinois Department of Human Rights
100 W Randolph Suite 10-100
Chicago, IL 60601 (312) 814-2431

I have read the Instructions to Bidders and understand them.

Signature: _____

Print Name: _____

Date: _____

EASTERN ILLINOIS UNIVERSITY (EIU) CERTIFICATIONS

IMPORTANT NOTE:

All resulting contracts shall be in full compliance with the Illinois Procurement Code, 30 ILCS 500, and Illinois Public Act (P.A.) 96-0795, <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0795>. The terms of this Act shall apply to the awarded vendor, contractor, bidder, offeror, respondent or proposer, hereinafter referred to as "vendor" and their subcontractors and may include but are not limited to disclosure of financial interests, annual certifications and filing of subcontracts.

The vendor shall include these terms in any subcontract and acknowledges that the State may declare any resultant contract void without penalty or obligation to pay additional compensation if any certifications are false or if a contract has been made in violation of the Procurement Code or other law.

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

ALTERATION/MODIFICATION OF ORIGINAL DOCUMENTS: The vendor certifies that no alterations or modifications may be made to the original content of this bid, request for proposal (RFP) or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternate or exceptions (whether to products, services, terms, conditions or other procurement document subject matter) are apparent and clearly noted in the offered response. The vendor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

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

BOYCOTT (P.A. 88-671): (Pertains to orders which exceed \$10,000.) The vendor certifies neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of provisions of U.S. Export Administration Act of 1979 or the regulations of U.S. Department of Commerce promulgated under that Act.

BRIBERY (30 ILCS 500/50-5): The vendor certifies that it is not barred from being awarded a contract. Section 50-5 prohibits a vendor from entering into a contract with a state agency if the vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or if the vendor has made an admission of guilt of such conduct which is a matter of record. The vendor further acknowledges that the Chief Procurement Officer (CPO) may declare the related contract void if this certification is false.

BUSINESS ENTERPRISE PROGRAM (BEP) (P.A. 87-701): A minority owned business is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock which is owned by one or more minority persons and the management and daily operations of which are controlled by one or more of the minority individuals who own it. Minority shall mean a person who is a citizen or lawful permanent resident of the U.S. and who is Black, Hispanic, Asian American, American Indian, Alaskan Native, female or qualified disabled person. For clarification of ethnic categories, contact the BEP of the Illinois Department of Central Management Services (CMS).

_____ Check here if you have been certified by the BEP Division of CMS and indicate your BEP # _____
_____. We reserve the right to verify this information with CMS.

COLLUSION (30 ILCS 500/50-40, 50-45, 50-50): The vendor shall report to the Illinois Attorney General and the CPO any suspected collusion or other anti-competitive practice among any vendor or employees of the State.

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

_____ The vendor certifies that it is neither an employee of the State of Illinois (including EIU) nor the spouse or child of an employee of the State of Illinois (including EIU).

OR

_____ The vendor certifies that it is an employee of the State of Illinois (including EIU) or the spouse or child of an employee of the State of Illinois (including EIU). Indicate individual, relationship and agency or state department involved.

CONFLICTING DOCUMENTS: In the event of a conflict between the contract certifications and the contract or purchase order, whichever may be the case, these contract certifications shall control.

DEBT DELINQUENCY (30 ILCS 500/50-11): The vendor certifies that it, and any affiliate, is not barred from being awarded a contract under this statute. Section 50-11 prohibits a vendor from entering into a contract with a state agency if the vendor knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The vendor further acknowledges that the CPO may declare the related contract void if this certification is false.

DISCLOSURE OF BUSINESS IN IRAN (P.A. 95-616): You must respond to the following request for information. Failure to respond shall 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 vendor, 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.

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

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

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

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

ENVIRONMENTAL (30 ILCS 500/50-14): The vendor certifies it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act for a period of five years prior to the date of the bid or contract. The vendor acknowledges that EIU shall declare the contract void if this certification is false.

EXCLUSIONS PARTY LIST: The vendor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this contract are currently subject of an investigation or proceeding to exclude it as a provider under Medicare, Medicaid, any other federal or state health care program or any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare, Medicaid or other federal or state health care program or any third party insurer. The 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 U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. The vendor also 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 the vendor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. EIU shall terminate contract without penalty to EIU if the vendor becomes excluded during the life of this contract.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): Many student educational records are protected by FERPA and the written authorization of student(s) must be obtained before student data can be released to anyone. The vendor shall be required to ensure all work under the contract complies with FERPA and to indemnify and hold harmless EIU from any claims, complaints and/or causes of action arising from an alleged violation of FERPA.

FELONY (30 ILCS 500/50-10): The vendor certifies that it is not barred from being awarded a contract. Section 50-10 prohibits a vendor from entering into a contract with a state agency if the vendor has been convicted of a felony and five years have not passed from the completion of the sentence for that felony. The vendor further acknowledges that the CPO may declare the related contract void if this certification is false.

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

GOVERNING LAW: Notwithstanding anything in the contract or purchase order to the contrary, this transaction shall be governed by the laws of the State of Illinois.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) (45 CFR Parts 160 and 164): The use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosure of protected health information shall be in compliance with the HIPAA of 1966 and its promulgated regulations. The vendor shall be required to indemnify and hold harmless EIU from any claims, complaints and/or causes of action arising from an alleged violation of HIPAA.

ILLINOIS DEPARTMENT OF HUMAN RIGHTS (IDHR) PUBLIC CONTRACTS NUMBER: If the vendor has employed fifteen or more full-time employees within the State of Illinois at any time during the term of this contract, then the vendor must have a current public contract number or have proof of having submitted a completed application. Complete the appropriate section below:

Name of Company (and _____
D/B/A): _____
IDHR Public Contracts _____ Expiration Date: _____
Number: _____
_____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees in Illinois.

ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT (IITAA) (P.A. 095-0307): The vendor certifies all information technology, including electronic information, software, systems and equipment, developed or provided under any resulting contract must comply with the applicable requirements of the IITAA Standards as posted at <http://www.dhs.state.il.us/iitaa>.

ILLINOIS USE TAX (30 ILCS 500/50-12): The vendor certifies that it is not barred from being awarded a contract under this statute. Section 50-12 prohibits a vendor from entering into a contract with a state agency if the vendor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The vendor further acknowledges that the CPO may declare the related contract void if this certification is false.

INDEMNIFICATION: The vendor shall defend, indemnify, keep and save harmless the Board of Trustees, its board members, representatives, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, performance of work under a contract by contractor or their subcontractors to the full extent which would render these provisions void or unenforceable. In event of any such injury (including death) or loss or damage, or claims therefore, contractor shall give prompt notice to owner.

LABOR (30 ILCS 583/10): The vendor certifies no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction.

LEAD POISONING ACT (P.A. 94-879): if the vendor is the owner of residential rental property in Illinois, the vendor certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.

OUT OF STATE PREFERENCES: If you are an out-of-state vendor (not having an establishment for transacting business within Illinois), and if your state has a preference law favoring in-state vendors, what is the percentage preference? _____%

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

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

PROCUREMENT OF DOMESTIC PRODUCTS ACT (P.A. 93-0954):

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

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

_____ We certify that all offered articles were/shall be manufactured in the U.S. We understand that, if we are awarded a contract based on a preference for U.S. manufactured goods under the Procurement of Domestic Products Act, this certification shall become part of the contract. And, if we knowingly supply non-U.S. manufactured goods, we shall be subject to penalties that include debarment for five years, voiding of the contract and civil damages.
_____ We are unable to certify that all offered articles were/shall be manufactured in the U.S.

PROHIBITED POLITICAL CONTRIBUTION (30 ILCS 500/50-37): The vendor (as "business entity") certifies that it shall not make a prohibited political contribution.

PROHIBITED VENDORS (30 ILCS 500/50-10.5): The vendor certifies that it is not barred from being awarded a contract. Section 50-10.5 prohibits a vendor from entering into a contract with a state agency if the vendor, or any officer, director, partner or other managerial agent of the vendor, has been convicted within the last five years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the vendor is in violation of subsection (e). The vendor further acknowledges that the CPO shall declare the related contract void if this certification is false.

PROHIBITION OF GOODS FROM CHILD LABOR (P.A. 94-0264): The vendor certifies no foreign-made equipment, material or supplies furnished to the State of Illinois under the contract have been produced in whole or in part by the labor of any child under the age of twelve.

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

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

RESPONSIBLE VENDOR REQUIREMENTS (P.A. 93-0642 – 30 ILCS 500/30-22): To be considered a responsible vendor on a construction contract, a vendor must comply with all of the following requirements and must present satisfactory evidence of that compliance:

1. The vendor must comply with all applicable laws concerning the vendor's entitlement to conduct business in Illinois.
2. The vendor must comply with all applicable provisions of the Prevailing Wage Act.
3. The vendor must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (U.S.C.) (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
4. The vendor must have a valid Federal Employer Identification Number (FEIN), or if an individual, a valid Social Security Number (SSN).
5. The vendor must have a valid certificate of insurance showing the following coverage: general liability, professional liability, product liability, worker's compensation, completed operations, hazardous occupation and automobile.
6. The vendor and all vendor's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States (U.S.) Department of Labor's Bureau of Apprenticeship and Training.
7. The vendor must submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

REVOLVING DOOR (30 ILCS 500/50-30): The vendor certifies that it is not in violation of the "Revolving Door" section of the Illinois Procurement Code.

STATE BOARD OF ELECTIONS CERTIFICATIONS (P.A. 95-971)

Any firm or individual who wishes to submit a bid or proposal in response to this solicitation must complete the certifications below. If you do not complete the certification below (and attach a copy of the certificate of registration from the State Board of Elections, if required), your bid or proposal cannot, by law, be accepted by EIU.

Note: If you conduct \$50,000 worth of business annually with the State of Illinois (state universities, CMS, IDOT, DCFS, etc.), you are required to register with the State Board of Elections and obtain from them a certificate confirming your registration. Responses to Invitations to Bid, RFPs, Requests for Information and all other types of procurement solicitations are included in the calculation of this \$50,000 annual amount whether you receive a resulting award or not. If you do less than \$50,000 worth of business annually, you are exempt from the registration requirement.

Refer to P.A. 95-971, which is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971&GA=095> and the State Board of Elections website (<https://BEREP.elections.il.gov>) for more specific information on whether you are required to register or not. You must check the line that applies to you. The vendor certifies that:

_____ The vendor is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;

OR

_____ (a) The vendor has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; (b) it has provided a copy of its Certificate of Registration with its response to this solicitation; and (c) it acknowledges a continuing duty to update its registration. **Note: You are required to provide a copy of your certificate of registration with your bid or proposal.**

STEEL PRODUCTS (30 ILCS 565/): (Pertains to orders of \$500 or more) The vendor certifies in accordance with the State of Illinois Steel Products Procurement Act that each contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or more, made by a public agency shall contain a provision that steel products used or supplied in the performance of that contract or any subcontract shall be manufactured or produced in the U.S.

SUBCONTRACTORS: The vendor must indicate use of subcontractors. All subcontractors are required to complete Subcontractor Certifications and other required documentation. The vendor shall not utilize the services of a subcontractor in fulfilling its obligations under a contract without obtaining EIU's prior approval.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT (P.A. 095-0635): The vendor certifies that it is in compliance with this Act. The Act requires, in part, that a written substance abuse prevention program which meets or exceeds the program requirements of the Act be filed with EIU prior to commencement of any work. The Act also requires the program to be made available to the general public. The provisions of the Act apply only to the extent that there is not a collective bargaining agreement in effect dealing with the subject matter of the Act.

SUCCESSOR VENDOR CLAUSE: As provided in Section 25-80 of the Procurement Code, in order to be considered "responsible" under the Code any successor company to the winning vendor or vendor on a service contract (except for heating and air conditioning, plumbing or electrical services) must certify to EIU that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract.

UNLAWFUL DISCRIMINATION AND 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 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", and its amendments and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The vendor agrees to incorporate this clause into all subcontracts under this order.

U.S. CIVIL RIGHTS ACT/FEDERAL REHABILITATION ACT (SEC 504)/ AMERICANS WITH DISABILITIES ACT (42 U.S.C. and 12101 ET SEQ.): The vendor, its employees and subcontractors shall comply with applicable provisions of the U.S. Civil Rights Act, Section 04 of the Federal Rehabilitation Act, the Americans with Disabilities Act and applicable rules in performance under this contract.

VENDOR LEGAL AUTHORIZATION (30 ILCS 500/1.15.80, 20-43): The vendor certifies it is a properly formed and existing legal entity; and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)/ DAVIS-BACON ACT (40 U.S.C. 276A): (Pertains to construction contracts over \$2,000 and mechanics and laborers contracts over \$2,500.) The vendor certifies that it complies with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act. Section 102 requires the vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1 ½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

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

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 5701): Vendor certifies that they will comply with the Employment of Illinois Workers on Public Works Act.

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

TAXPAYER IDENTIFICATION NUMBER (TIN): For individuals and sole proprietors, this is your SSN. For other entities, it is the FEIN. The FEIN shall not be used for sole proprietorships. If you fail to furnish the correct TIN to EIU, you are subject to an IRS penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

LEGAL STATUS: Under penalties of perjury, I certify _____ is my correct FEIN/SSN or I am waiting for a number to be issued to me, **and** I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding **and** I am a U.S. person (including a U.S. resident alien). I am doing business as a: (CHECK WHERE APPROPRIATE)

- | | |
|---|---|
| <input type="checkbox"/> Individual* | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Sole Proprietor* | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Partnership/Legal Corporation* | Other: _____ |
| <input type="checkbox"/> Tax Exempt | |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | |
| <input type="checkbox"/> Governmental | <input type="checkbox"/> D = disregarded entity |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's TIN. For all other entities, enter the name of the entity as used to apply for the entity's TIN.

*If you are an Individual, Sole Proprietor or Partnership/Legal Corporation you must complete MUST complete and return the attached W9 form.

COMPANY NAME _____ TELEPHONE _____ FAX _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ EMAIL _____

SIGNATURE _____ Title _____ Date _____

PRINT NAME _____

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

NOTE: EIU pays all invoices pursuant to the State of Illinois Prompt Payment Act (30 ILCS 540).

This form is mandatory. Be certain you have completed all necessary information and return all pages.

Small Business Identification

If you are a small business as defined below please check the appropriate boxes. We are requesting this information in furtherance of Public Act 97-307, the Small Business Contracts Act, which establishes a goal of contracting with small businesses in Illinois.

“Small Business” means a business that (1) operates with an Illinois address, (2) pays Illinois income tax, (3) is independently owned and operated, (4) is not dominant in its field of operation, and (5) has annual sales and number of employees within the limits set below.

Please check the appropriate boxes.

- Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$10,000,000.
- Retail business or business selling services – annual sales and receipts cannot exceed \$6,000,000.00
- Construction business – annual sales and receipts cannot exceed \$10,000,000.
- Combination business (any combination of a wholesale, retail or construction) – the annual sales for each type of business in the combination may not exceed the corresponding amounts shown above.
- Manufacturing business – cannot employ more than 250 persons and may not have annual sales and receipts that exceed the above criteria. If a manufacturing business has been in existence for less than a full fiscal year, its average employment shall be calculated for the period through one month prior to the bid or proposal due date.

Veteran Owned Small Business

If you are a veteran owned small business check the space above. We are requesting this information in furtherance of 30 ILCS 500/45-57 of the Illinois Procurement Code.

I certify that the above information is true and correct and may not be used and relied upon when making procurement decisions and awards.

Vendor Name: _____

Address: _____

Phone: _____

Officer's Signature: _____

Printed Name: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requestor. Do not
 send to the IRS.**

See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number										
<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td></tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td></tr> </table>				

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

Employer identification number										
<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td></tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td></tr> </table>				

Part II Certification

Under penalty of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The 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 previously submitted form is no longer accurate, 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) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor’s Parent Entity(ies) > \$50,000

Project Name and Reference #: _____

Vendor Name: _____

Doing Business As (DBA): _____

Parent Entity: _____

Subcontractor: _____

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, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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 each qualifying individual or entity holding any ownership share in excess of 5% and will 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 I will 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 4A. in Step 1, provide the name and address of each individual and 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	% of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual 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.

Name	Address

**STEP 3
DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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 or other agent 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 University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

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 a State/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 of any person 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% (\$354,824.00) 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? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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? 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 \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed through Step 2 and 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 and descriptive information regarding the nature of the debarment and/or legal proceeding.

**STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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, or other ongoing procurement relationships with State of Illinois agencies or universities? 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./ Bulletin #

Please explain the procurement relationship: _____

STEP 9
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 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: _____

INSURANCE REQUIREMENTS

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

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

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

The Vendor/Contractor shall furnish the Department of Procurement, Disbursements and Contract Services, Room 1135 Old Main, Eastern Illinois University, 600 Lincoln Avenue, Charleston, Illinois 61920, original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and renewal Certificates of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. All certificates shall provide that the University be given thirty (30) days written notice prior to any change, substitution or cancellation before the stated expiration date.

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

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

Please complete and sign below if specified insurance coverage can be furnished.

Printed Name of Organization _____

Signature of Authorized Representative _____

Printed Name and Title _____

Date _____

ADDRESS LABEL

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

<input type="checkbox"/> Please check if you are submitting a no bid.	EASTERN ILLINOIS UNIVERSITY DEPARTMENT OF PROCUREMENT, DISBURSEMENTS AND CONTRACT SERVICES ROOM 1135 OLD MAIN 600 LINCOLN AVENUE CHARLESTON, ILLINOIS 61920
Bid /RFP # BH013960	
Bid Due Date: May 7, 2013 2:00 P.M. Prevailing Time	