

## Sealed Bid Proposal

No. 1NRC1107

**Electronic Database Subscriptions – CARLI**

**PROPOSAL ISSUED DATE: April 12, 2011**

**PROPOSAL DUE DATE: May 3, 2011**

**PROPOSAL DUE TIME: 2:00 PM Local Time**

***NOTE: Proposer must complete the enclosed Standard Qualifications, Certifications, Representations, and Disclosures (Exhibit A) and State Board of Elections Certification. Failure to complete and return these forms with Proposer's response may result in its being considered non-responsive to this solicitation.***

Technical questions regarding this Sealed Bid specifications should be directed to:

Cindy Clennon  
CARLI  
100 Trade Centre Drive, Suite 303  
217-333-4895  
clennon@uillinois.edu

Questions regarding general Bid Proposal procedures should be directed to:

Natalie R. Crook  
OBFS, UIUC Purchasing  
212 Tech Plaza  
616 E. Green St  
Champaign, IL 61820  
nmoore@uillinos.edu

**Send or deliver Bid Proposal to:**

University of Illinois Purchasing  
Division  
ATTN: Bid Desk  
212 Tech Plaza  
616 East Green Street  
Champaign, IL 61820

**Clearly mark 1NRC1107 on the outside of all packages.**

**BIDDERS SHOULD SUBMIT ONE ORIGINAL AND ONE COPY OF THEIR BID PACKAGE**



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

# Sealed Bid Proposal

No 1NRC1107

April 12, 2011

Bid Proposal Date

May 3, 2011

Date Bid Due

Bid is due by  
 2:00 PM Local  
 Time

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Suite, PO Box #

\_\_\_\_\_  
 City, State, Zip

Deliveries are to be Urbana Champaign unless otherwise designated.

F. O. B. Delivered

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

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

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

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

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

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

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

\_\_\_\_\_  
 (Signature of responsible officer)

Fein/Social Security No. \_\_\_\_\_

Required \_\_\_\_\_ (9 digits)

Date \_\_\_\_\_

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

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

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

Buyer Natalie Crook

Description	Quantity	Units	Unit Price	Amount
<p><b>Note: Respondent must complete the enclosed <u>Standard Qualifications, Certifications, Representations, and Disclosures Attachment (Exhibit A) and State Board of Elections Certification.</u> Failure to complete and return the enclosed Exhibit A and this Certification with your offer will result in your offer being considered as "non-responsive" to this solicitation.</b></p> <p><b>AVAILABILITY OF DOCUMENTS: All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at: <a href="http://www.procure.stateuniv.state.il.us">http://www.procure.stateuniv.state.il.us</a></b></p> <p><b>Firms intending to respond to any posted requirement are encouraged to visit that site to insure that they have received a complete and current set of documents. Some notices may provide a downloadable copy of the pertinent procurement documents, as well as any amendments to those documents. Any firm receiving a copy of procurement documents from a third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. The issuing University is not responsible for insuring that all or any procurement documentation is received by a firm that is not formally registered with the issuing University.</b></p> <p>Furnish electronic access to the following LexisNexis databases for any and all community college, and university members of CARLI that wish to subscribe as described on next page.</p>				

**Furnish electronic access to the following LexisNexis databases for any and all community college, and university members of CARLI that wish to subscribe:**

- ProQuest Congressional
- ProQuest Congressional - Statutes at Large
- ProQuest Congressional - Indexes
- ProQuest Environmental
- ProQuest Statistical Insight
- ProQuest Statistical Insight - American Statistics Index
- ProQuest Statistical Insight - Statistical Reference Index
- ProQuest Statistical Insight - Index to International Statistics
- ProQuest Government Periodicals Index

CARLI will provide centralized management of the license through the University of Illinois Office of the Vice President for Academic Affairs. Access shall be through a web-based interface from end-user locations to one or more vendor locations. Vendors shall have or supply a commercially supported computer-based search engine with interfaces to provide access to the databases.

**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 electronic 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 ELECTRONIC REGISTRATION CERTIFICATE TO THIS PAGE.**

If you are not required to register, check here

## PRICING

**The response to this Pricing request must also be made available on CD-ROM or USB flash drive using Microsoft Excel. This is in addition to the requirement to submit a hard-copy of Attachment A. Receipt of an electronic copy alone does not meet the requirements established by the State of Illinois Procurement Code.**

Bidder must provide an all-inclusive subscription price for each institution listed in Attachment A of this Sealed Bid Proposal. It is expected that not all institutions will subscribe.

**Total Maximum Annual Price Submitted in Attachment A:**            \$ \_\_\_\_\_

Describe all factors included in pricing model (e.g., price/FTE, minimum subscription fees, weighting factors, pricing tiers).

<p><b><u>Pricing Model Factors</u></b></p>
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Any contracts and payments will be processed through the University of Illinois Office of the Vice President for Academic Affairs, CARLI. Subscription contract will begin July 1, 2011 through June 30, 2012. Subscriptions will have five (5) annual options to renew beginning July 1, 2012 through June 30, 2017.

**RENEWAL OPTIONS**

The bidder grants at the sole option of the University, the option to renew with the same general terms and conditions, specifications, listing, and any special conditions for the following option period(s) contingent upon the university's continuing need, availability of funds and in accordance with the pricing option checked below:

**Option Period I - July 1, 2012 through June 30, 2013.**

- A. \_\_\_\_\_ Price will remain firm for the option period.
- B. \_\_\_\_\_ Prices will increase no more than \_\_\_\_\_% for the option period.
- C. \_\_\_\_\_ We do not offer an option.

**Option Period II - July 1, 2013 through June 30, 2014.**

- A. \_\_\_\_\_ Price will remain firm for the option period.
- B. \_\_\_\_\_ Prices will increase no more than \_\_\_\_\_% for the option period.
- C. \_\_\_\_\_ We do not offer an option.

**Option Period III - July 1, 2014 through June 30, 2015.**

- A. \_\_\_\_\_ Price will remain firm for the option period.
- B. \_\_\_\_\_ Prices will increase no more than \_\_\_\_\_% for the option period.
- C. \_\_\_\_\_ We do not offer an option.

**Option Period IV - July 1, 2015 through June 30, 2016.**

- A. \_\_\_\_\_ Price will remain firm for the option period.
- B. \_\_\_\_\_ Prices will no increase more than \_\_\_\_\_% for the option period.
- C. \_\_\_\_\_ We do not offer an option.

**Option Period V - July 1, 2016 through June 30, 2017.**

- A. \_\_\_\_\_ Price will remain firm for the option period.
- B. \_\_\_\_\_ Prices will increase no more than \_\_\_\_\_% for the option period.
- C. \_\_\_\_\_ We do not offer an option.

## **SPECIFICATIONS**

1. Bidder is to provide the complete list of titles for each database specified:

- ProQuest Congressional
- ProQuest Congressional - Statutes at Large
- ProQuest Congressional - Indexes
- ProQuest Environmental
- ProQuest Statistical Insight
- ProQuest Statistical Insight - American Statistics Index
- ProQuest Statistical Insight - Statistical Reference Index
- ProQuest Statistical Insight - Index to International Statistics
- ProQuest Government Periodicals Index

2. Access to be Web based with determination of eligibility by IP authentication. Remote access with proper authentication supported by the subscribing institution to be allowed.

3. Bidder is to provide a display interface for the products.

4. Bidder is to provide a copy of established standard company contract. The next section of this Sealed Bid Request provides a standard CARLI Agreement applicable to online electronic resources. Similar language will be incorporated into any contract resulting from an award of this Sealed Bid Proposal. Specific additional contract details may be added to the contract based on substantive information provided in any successful Bidder's response.

Any exceptions to CARLI's standard terms and conditions listed in the Agreement below must be made explicit and clearly indicated in the Bidder's response.

Additionally, any alternate language and/or terms and conditions to an exception must be provided by the Bidder in the response submitted to the Sealed Bid Request.

**[CARLI STANDARD AGREEMENT - INFORMATIONAL ONLY]**

**AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
AND  
VENDOR**

Agreement made this 1<sup>st</sup> day of July 2011, by and between **VENDOR**, having offices at **VENDOR ADDRESS**, (hereinafter referred to as "**Vendor**") and the Board of Trustees of the University of Illinois, on behalf of the Consortium of Academic and Research Libraries in Illinois (CARLI), having a principal place of business at Office of the Vice President for Academic Affairs, 100 Trade Centre Drive, Suite 303, Champaign, Illinois 61820 (hereinafter referred to as "**Licensee**"; collectively with Vendor, referred to as the "**Parties**") provides for use by Licensee of the Licensed Materials, as defined below, subject to the terms and conditions set forth in this "**Agreement.**"

**1.0 DEFINITIONS**

- 1.1 "Licensed Materials"** means the **Vendor** databases as specified in Attachment 1 of this Agreement.
- 1.2 "Authorized Sites(s)"** means participating Consortium of Academic and Research Libraries in Illinois. Licensee may add or eliminate Authorized Sites beyond those set forth at time of Agreement as mutually agreed to by written consent and will be incorporated into and become part of this Agreement.
- 1.3 "Authorized Users"** means Licensee and Authorized Sites authorized to provide on-site access to the Licensed Materials to employees, students, registered and walk-in patrons, and other persons affiliated with, or permitted to use the facilities of any Authorized Site. Any Authorized Site is authorized to provide remote access to the Licensed Materials under security conditions adequate to ensure that only users specifically granted access under this Agreement will be authenticated and authorized, and that individuals that are not parties to this Agreement are excluded.
- 1.4 "Permitted Use"** means the use of the Licensed Materials by Authorized Users for instruction, study, or personal research and training. Authorized Users may search the Licensed Materials; view, retrieve and display data contained therein; print data resulting from searches and make limited copies of such printed results; download data obtained from searches; and e-mail data obtained from searches. Authorized Sites may use a reasonable portion of the Licensed Materials in the preparation of Course Packs and in a program of electronic reserves. Authorized Sites may supply through interlibrary loan a copy of an individual document being part of the Licensed Materials by post, fax or electronic transmission, for the purposes of research or private study and not for commercial use. Such copies are to be made in compliance with Section 108 of the Copyright Act of the United States and within all CONTU guidelines.

Permitted Use expressly precludes uploading, downloading, copying or redistributing the Licensed Materials in its entirety or any substantial portion thereof; copying, duplication, redistribution, retransmission, publication, or transfer of information from the Licensed Materials for commercial purposes or other exploitation of the contents of the Licensed

Materials; or the preparation of derivative works or the incorporation of the Licensed Materials in whole or in part, in any other work or system.

- 1.5** “**Course Pack**” means a collection or compilation of materials (e.g., book chapters, journal articles) assembled by members of staff of an Authorized Site for use by students in a class for the purposes of instruction.
- 1.6** “**E-reserve**” means electronic copies of materials (e.g., book chapters, journal articles) made by the staff of an Authorized Site for use by students in connection with specific courses of instruction, with access to said copies offered through the library of the Authorized Site and limited to students registered in said courses.
- 1.7** “**Interlibrary Loan (ILL)**” means the library to library transmission of a single copy of a specified document for the purposes defined under the terms of Section 108 of the Copyright Act of the United States. It is the responsibility of the library requesting the document to ensure compliance with the copyright laws. Authorized Users who do print items must maintain all copyright and other notices on the printed items.

## **2.0 LICENSE**

- 2.1** The Licensee has a nonexclusive and nontransferable license to use the Licensed Materials as set forth in Section 4.0 of this Agreement.
- 2.2** Licensee and Authorized Sites are authorized to provide on-site access to the Licensed Materials to any employee, student, registered or walk-in patron or other person affiliated with, or permitted to use the facilities of the Licensee and who is authorized by the Licensee to access the Licensed Materials. The Licensee and Authorized Sites are authorized to provide remote access to the Licensed Materials only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions or individuals that are not parties to this Agreement who are not expressly and specifically granted access by Vendor.
- 2.3** Any Authorized User may search, download, and save electronic material included in Licensed Materials and make single printed copies of individual writings for private use or research. Multiple copies may be made for classroom use, provided: that no charge is made for such copies, other than a nominal charge to cover the cost of reprography; and that such copies are not made or distributed for commercial advantage. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21.
- 2.4** Should a significant portion of the Licensed Materials be deleted or removed from access, Vendor shall notify Licensee immediately. Licensee shall have at least thirty (30) days from receipt of notification to cancel the Agreement and request a pro-rated refund of the license fee.
- 2.5** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Parties.

## **3.0 LIMITED WARRANTY AND RISKS**

- 3.1** VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT AS SET FORTH HEREIN, WHICH ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 3.2** VENDOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR VENDOR ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE MATERIALS UNDER THIS AGREEMENT AND/OR ITS USE THEREOF BY THE LICENSEE AND AUTHORIZED SITES OR THEIR RESPECTIVE PATRONS.
- 3.3** VENDOR REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT AND AUTHORITY TO MAKE THE LICENSED MATERIALS AVAILABLE PURSUANT TO THESE TERMS AND CONDITIONS AND THAT THE MATERIALS, WHICH CONSTITUTE THE LICENSED MATERIALS NOT INFRINGE UPON ANY COPYRIGHT, PATENT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PERSON OR PARTY.
- 3.4** VENDOR AGREES TO DEFEND AND INDEMNIFY THE LICENSEE IN THE CASE OF A THIRD PARTY CLAIM OF INFRINGEMENT.
- 3.5** VENDOR WILL USE ALL REASONABLE EFFORTS TO MAINTAIN ADEQUATE INTERNET CONNECTION BANDWIDTH AND SERVER CAPACITY TO PROVIDE LICENSEE WITH PROMPT ACCESS TO THE LICENSED MATERIALS. IF, DUE TO CAUSES WITHIN ITS REASONABLE CONTROL, VENDOR IS UNABLE TO PROVIDE LICENSEE WITH ACCESS TO THE LICENSED MATERIALS FOR A PERIOD EXCEEDING TWENTY-FOUR (24) CONSECUTIVE HOURS, VENDOR AGREES TO EXTEND THE LICENSE PERIOD FOR CORRESPONDING TWENTY-FOUR (24) HOUR INCREMENTS AT NO ADDITIONAL COST TO LICENSEE.
- 4.0 TERM AND FEES**
- 4.1** The initial term of this Agreement shall be for one (1) year, beginning July 1, 2011 through June 30, 2012. Licensee may, for a period of five (5) additional contract years (July 1, 2012 through June 30, 2017), exercise the annual renewal of this Agreement.
- 4.2** The price to Licensee for use of the Licensed Materials as set forth in Attachment 1 of this Agreement shall be based on the selection of Licensed Materials by Authorized Sites at the beginning of each period ending June 30.
- 4.3** From the information provided by Licensee, Vendor shall invoice Licensee at the beginning of each fiscal period for selected Licensed Materials. Payment will be due 30 days after receipt of invoice. If changes are made to the subscribed Licensed Materials, pro rata adjustments of the contracted price will be calculated by Vendor and invoiced to Licensee or Authorized Sites accordingly as of the date of any changes. Payment will be due 30 days after receipt of invoice for any additional pro rata adjustments.
- 4.4** In accordance with the State Prompt Payment Act (30 Illinois Compiled Statutes 540), Licensee shall deny or approve an invoice for payment within 30 days after physical receipt of the invoice. A payment is late if the date of payment is not within 60 days after the date of approval of the invoice. Interest is calculated at the rate of 1% per month, or a daily interest factor of .00033. Interest amounting to \$5 or less will not be paid by Licensee.
- 5.0 TERMINATION**
- 5.1** In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from Vendor. Within the period of such notice Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent

future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, Vendor may (at its option) terminate this Agreement upon written notice to the Licensee.

- 5.2** If Vendor becomes aware of a material breach of the rights of the Licensee under this Agreement that Vendor reasonably believes will cause immediate and severe economic injury, Vendor will notify the Licensee immediately in writing and shall have the right to temporarily suspend the access to the Databases for the Authorized Site(s) involved in said breach. Licensee shall have the right to remedy the breach within thirty (30) days, upon receipt of written notice from Vendor. Once the breach has been remedied or the breaching activity halted, Vendor shall immediately reinstate the Authorized Site's access to the Database(s). If the Licensee does not satisfactorily remedy the breaching activity within thirty (30) days, Vendor may terminate this Agreement upon written notice to the Licensee.
- 5.3** In the event of a breach of any of its obligations under this Agreement, Vendor shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from Licensee that such breach has occurred. Within the period of such notice Vendor shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If Vendor fails to remedy such a breach within the period of thirty (30) days, Licensee may (at its option) terminate this Agreement upon written notice to the Vendor.

At that time, Vendor shall immediately refund the license fee pro-rated to the unexpired term of the subscription.

**6.0 NOTICES**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within three (3) days after posting if sent certified mail to the following parties or their delegates:

VENDOR [Insert Name]  
RESPONSIBLE PERSON [Insert Name]  
RESPONSIBLE PERSON TITLE [Insert Title]  
VENDOR ADDRESS [Insert Address]

Customer Contract Issues:  
[Insert Name]  
[Insert Title]  
University of Illinois Purchasing Division  
Tech Plaza, Suite 212  
616 E. Green St.  
Champaign, IL 61820

Customer Technical Issues:  
Cindy Clennon  
Director, Electronic Resources  
CARLI  
100 Trade Centre Drive, Suite 303  
Champaign, IL 61820

Customer Billing Contact:  
Connie Walsh  
Chief Financial Officer  
CARLI  
100 Trade Centre Drive, Suite 303  
Champaign, IL 61820

**7.0 MISCELLANEOUS**

- 7.1** This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. This Agreement may not be modified or amended except by written consent of the Parties or in accordance with the provisions set forth in Section 2.5 of this Agreement. In negotiating this agreement, the Licensee has relied upon the written responses provided by Vendor in Sealed Bid Request No. \_\_\_\_\_, issued on \_\_\_\_\_, 2011, and the information and responses provided therein are expressly incorporated in the Agreement as Attachment 3, except those modified by mutual agreement of the parties. There are no representations, warranties, promises, covenants or undertakings, except as described herein.
- 7.2** This Agreement and the license granted herein may not be assigned by either party to any third party(ies) without written consent of the other party. In the event of assignment by the Vendor, Licensee reserves the right to require performance security from the assignee in the form of a bond or letter of credit.
- 7.3** Governing Law/Jurisdiction. This Agreement, including any executed modifications thereto, shall be governed by, interpreted, and adjudicated under the applicable laws of the State of Illinois.
- 7.4** If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.
- 7.5** Vendor will not be liable or deemed to be in default for any delays or failure in reasonable control, including but not limited to acts of god, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the internet.
- 7.6** The headings for each section are stated for convenience only and are not construed as limited.
- 7.7** Collection and analysis of data on usage of the Licensed Materials will assist both Vendor and the Licensee to understand the impact of this Agreement. Any such usage data compiled by Vendor will be collected by a method consistent with applicable privacy laws and written confidentiality requirements of this Agreement. The anonymity of individual users and the confidentiality of their searches shall be fully protected by Vendor. All usage data, such as number of searches or articles downloaded, will be used for private, internal use only and reported at least quarterly by Vendor to the Licensee. Statistical usage data will be summarized for the institutions as a whole, and also sorted and listed by individual server access.

- 7.8 Vendor agrees not to use advertising, sales promotions, and other publicity matters relating to any product furnished by the Vendor wherein the name of the Licensee or any Authorized Site is mentioned or language is used from which the connection to institutions named therein may, in the Licensee’s judgment, be inferred or implied, without prior written consent of the Licensee and/or the Authorized Site.
- 7.9 All routine service-related communications should be directed to [support@carli.illinois.edu](mailto:support@carli.illinois.edu).
- 7.10 Membership in CARLI will be based on individual participation by institutions, and will be subject to change periodically. Licensee shall maintain a current list of libraries for each level of membership in the organization at the following website location: <http://www.carli.illinois.edu/mem-lib.html>.

The parties have caused this instrument to be executed by their duly authorized representatives.

LICENSEE:

The Board of Trustees  
of the University of Illinois  
on behalf of the Consortium of Academic  
and Research Libraries in Illinois

Office of Vice President for Academic Affairs  
CARLI  
100 Trade Centre Drive  
Suite 303  
Champaign, IL 61820

VENDOR NAME [Insert Name]  
VENDOR ADDRESS [Insert Address]

This AGREEMENT is hereby agreed to:

**LICENSEE:**

**THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS  
ON BEHALF OF THE CONSORTIUM  
OF ACADEMIC AND RESEARCH  
LIBRARIES IN ILLINOIS**

**LICENSOR:**

**VENDOR NAME [Insert Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Walter K. Knorr, Comptroller

[Insert name, title]

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

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

Attest: \_\_\_\_\_  
Michele M. Thompson, Secretary of the Board

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

**APPROVED:**

\_\_\_\_\_  
University Legal Counsel

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

\_\_\_\_\_  
[Insert Purchasing Agent Name, Title]

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

\_\_\_\_\_  
Susan Singleton, Office of Vice President  
for Academic Affairs/CARLI

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

## **ATTACHMENT 1**

### **List of Licensed Materials**

The following list of Databases comprises the complete offer of the Vendor as specified in this Agreement.

- ProQuest Congressional
- ProQuest Congressional - Statutes at Large
- ProQuest Congressional - Indexes
- ProQuest Environmental
- ProQuest Statistical Insight
- ProQuest Statistical Insight - American Statistics Index
- ProQuest Statistical Insight - Statistical Reference Index
- ProQuest Statistical Insight - Index to International Statistics
- ProQuest Government Periodicals Index

**ATTACHMENT 2**

This attachment comprises the complete text of the Vendor's response to the University's Sealed Bid Request No. \_\_\_\_\_, issued on \_\_\_\_\_, 2011, and any clarifications and revisions to that response specified and/or requested by the Licensee. Included in this attachment are the correct and final prices for each Database(s) listed in Attachment 1 of this Agreement that are to be offered to each Authorized Site as defined in this Agreement. No changes or modifications to the prices stated herein may be made without the express written consent of the Parties.

***[End of Standard CARLI Licensing Agreement]***



**BIDDER INFORMATION**

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

1. Vendor Sales Representative

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

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

a. Federal or State Agency

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

Telephone \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

b. Large Company

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

Telephone \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

c. University or College

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

Telephone \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **Standard Qualifications, Certifications, Representations, and Disclosures Attachment:** The respondent must complete, sign where appropriate, and return the enclosed "Standard Qualifications, Certifications, Representations, and Disclosures Attachment (Exhibit A)" along with their offer. In the event that further clarification is required on any of the information provided, the University reserves the right to make any necessary communication with a respondent for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.
2. **State of Illinois Business Entity Registration:** Companies are required to register with the State of Illinois, including the Illinois Secretary of State and Illinois Department of Revenue, to comply with various required reporting obligations. It is critical that you complete this registration prior to submitting your proposal. Information regarding registration and associated fees may be found at <http://business.illinois.gov/default.cfm>.
3. All respondents must register for an eligible bidder number through the Illinois Department of Human Rights (DHR) by filing an Employer Report Form (PC-1) with the DHR Public Contracts unit. All proposals require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the DHR prior to the Bid due date for the respondent to be eligible to propose an offer for this contract. The Employer Report form is available at [http://www.state.il.us/dhr/Programs/DHR\\_PBCT.htm](http://www.state.il.us/dhr/Programs/DHR_PBCT.htm).

Note: DHR numbers are valid for five years from the date of issuance. If a Proposer's DHR number was issued in excess of the five years, the proposer is required to renew their number with the DHR Public Contracts unit.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation

For more information, contact the DHR, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, (312) 814-2431, or see the following Web Sites: [http://www.state.il.us/dhr/Programs/DHR\\_PBCT.htm](http://www.state.il.us/dhr/Programs/DHR_PBCT.htm).

4. **Procurement Rules:** All bidding, proposals, offers and procurement will be conducted in accordance with the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education, which have been adopted pursuant to the Illinois Procurement Code. All respondents will be strictly held to these statutes and rules and they are considered incorporated herein by reference as if attached hereto. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, place, and office specified.
5. **"No Bid" Requirement:** If not submitting an offer, respond by returning this form, marking it "NO BID", and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor name from the mailing list. NOTE: to qualify as respondent, vendor must submit a "NO BID", and it must be received no later than the stated opening date and hour.
6. **University Form:** Please use our solicitation form for submitting your offer. Variations or exceptions from the specifications and general conditions should be shown on the attached Exceptions to Specifications sheet. Such exceptions or deviations may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation to facilitate

this requirement. Failure to comply with this condition may cause your offer to be considered "non-responsive."

7. **Signatures:** This solicitation should be signed in any space provided in this solicitation by an authorized official of the respondents' organization.
8. **Offer Acceptance:** All responses should be firm for acceptance for a period of 90 days.
9. **Contacts:** Questions regarding technical information should be addressed to  
  
Questions regarding bidding, proposals or procedures should be addressed to
10. **Specifications:** Any reference to brand names and numbers in the solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article offered and how it differs from the referenced brands. Unless the respondent specified otherwise, it is understood that the respondent is offering a referenced brand item as specified in the solicitation. The University will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the University may require a respondent offering a substitute to supply additional descriptive material and a sample.

If Items requested have quality guidelines of brand name or equal, the items offered must be equal to or better than the brands and model numbers specified as determined by the University of Illinois. The use of brand names in this solicitation are for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated may be considered for award. "Or Equal" submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use.

11. **Samples:** If requested, samples of items must be furnished free of charge and if not destroyed will, upon request, be returned at the respondents expense. Request for the return of samples must be made within ten (10) days following opening of Bid or RFP or submittal of samples, whichever is later. Each individual sample must be labeled with respondents' name, manufacturer's brand name and product number, bid or RFP number and item referenced. The University reserves the right to keep the samples of the low respondent. Failure to submit samples when requested will be considered grounds for rejection of your offer. **DO NOT** submit samples unless you are specifically requested to do so. Samples should arrive within 7 working days from receipt of request.
12. **Clarifications:** Should any respondent have questions concerning conditions and specifications, or find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should notify the Purchasing Division no later than five (5) days prior to the opening and obtain clarification prior to submitting a solicitation. Such inquires must reference the date of opening and University bid or RFP number.  
  
Interpretations that change the terms, conditions, or specifications will be made in the form of an amendment to the solicitation by the University. If issued, the University will send the amendment to all parties solicited in the original solicitation. In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.
13. **Quality:** It is the intention of the University of Illinois to purchase high quality material and/or services and evaluation of responses will be made on this basis.

14. **Product Documentation:** Furnish with your response, descriptive literature, including manufacturer's specifications, performance, other operational capabilities and contents if applicable.  
  
Failure to complete or provide any of the information requested by this solicitation, including all requested catalogs, literature, specifications, price lists, requested references, and/or additional information as indicated, may result in your response being considered as "**non-responsive**" and eliminated from consideration.
15. **Warranty:** If applicable, indicate repair service availability for items offered and conditions of warranty.
16. **Software Compliance:** If applicable, any equipment (including operating software) that you propose to furnish as well as your accounting functions, shall not be adversely affected as a result of any date changes from year to year, decade to decade, or century to century including leap year calculations. The respondent will be responsible for correcting any such problems of this nature should they occur. Any additional costs to the University of Illinois caused by this computer problem shall be borne by the respondent.
17. **Freight Terms:** All prices quoted should be F.O.B. delivered. Any responses quoted other than these terms may be rejected. Additionally if installation, setup or operator training are specified, prices for these services should be provided as requested. Any additional charges required for shipping, installation, insurance, bonding, operator training or other costs must be fully itemized and included with the response. Charges not specified at the time of the response will not be honored.
18. **Shipment Routing:** The University reserves the right under terms of this solicitation to specify the routing from point of shipment to destination utilizing our contract freight rates without any penalty to the University. Responder shall specify exact city or cities and states from which shipment(s) will originate.
19. **Additional Expenses to the University:** The successful respondent will be required to replace at no charge to the University of Illinois (including freight and handling) any shipment in which defects or damages are discovered and/or merchandise is non-conforming to specifications, after the shipment has been received. Respondent must address these defects or damage complaints within 7 working days of such complaints.
20. **Installation:** Should installation or set-up be required as part of the award, any attached Insurance, Labor, and Indemnity clauses shall apply to this transaction. If installation is required, it will be the successful respondents' responsibility to have the necessary Certificate of Insurance on file before commencing installation.
21. **Purchase Order Numbers:** Successful respondent will mark University Purchase Order Number on all cartons, correspondence, invoices and shipping documents. Failure to comply may result in delay of payment.
22. **Differences in Counts:** In the event of differences in counts or amounts of merchandise received, the University count shall prevail unless an error can be proven.
23. **Evaluation:** In comparing the offers and making awards, the University may consider such factors as relative quality and adaptability of supplies or services, the respondents' financial responsibility, skill, experience, record of integrity, ability to furnish repairs and maintenance of any service requirements, the time of delivery or performance offered, and any other element or factor in addition to that of the overall price which would affect the final cost to the University and whether the respondent has complied with the specifications. The results of testing and comparison by University staff shall be final.

24. **Compatibility:** Compatibility with existing departmental equipment and inventories may be a factor in making the award(s).
25. **Delivery Schedule:** Time is of the essence and delivery schedules may be considered in the overall analysis.
26. **Pricing:** All price and cost information requested in this solicitation should be provided by the respondent. While price is usually a primary factor in the evaluation of responses received, the relevant importance of price may vary based on the nature of the purchase and the related significance of other criteria as may be expressed elsewhere in this solicitation. In evaluating price, the University may give consideration to all cost factors relevant to determine the total final cost to the University, including but not limited to: life cycle cost, cost of replacing existing inventory, and administrative cost of issuing multiple awards. The University will be the sole determinant of the relevant and appropriate cost factors to be used in evaluating any Base or Alternate offers and/or Options.
27. **Awards:** The University may, at its discretion evaluate all offers submitted on the basis of any Base or Alternate offers and/or Options indicated in this solicitation. If offers on trade-in equipment are requested, the University reserves the right to evaluate and award with or without trade-in, whichever is in the best interest of the University. If trade-in equipment is part of this transaction, the vendor is responsible for removal of trade-in equipment including dismantling, crating, cartage, and/or shipping related costs unless otherwise indicated.
28. **Split Awards:** Unless otherwise stated in this solicitation, the University makes every attempt to award orders on an overall basis to the lowest responsible respondent meeting the specifications, terms and conditions. However, the right is reserved to make separate awards. If a split award is not acceptable to a respondent, it must be so stated in the response.
29. **University Rights:** The University reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the vendor, to accept any item in the offer. The University also reserves the right to accept or reject all or part of your offer, in any combination that is economically advantageous to the University of Illinois.
30. **Subcontracting:** Any contract or purchase order arising from this solicitation shall not be assigned or sublet in whole or in part without the written consent of the University of Illinois.
31. **Most Favored Customer:** For the duration of any purchase agreement resulting from this solicitation, if the vendor reduces the price for like quantities contained herein, the University must receive an adjusted reduced price or better terms the same as that offered to the vendors' most favored customer.
32. **Liquidated Damages:** If the vendor fails to perform, provides non-conforming or damaged merchandise, or the order is cancelled for cause, the University may be entitled to compensation by reimbursement or by other legal remedy liquidated damages including, but not limited to, the following:
  - a. The additional cost of services or goods bought elsewhere,
  - b. Cost of repeating the bid or proposal procedure,
  - c. Any expense incurred because of delay in service or delivery,
  - d. Any other damages caused by or antecedent to a breach of contract by the vendor.
33. **Cancellation for cause:** Any purchase agreement or contract arising from this solicitation will be subject to cancellation by the University of Illinois upon written notice and without penalty to the University of Illinois if, in the opinion of the University of Illinois, the quality, delivery schedule, specifications, terms, conditions, and other service requirements are not maintained as originally stated and accepted by the vendor.

34. **Multiple Year Contracts:** If the initial term of the contract spans multiple fiscal years (July 1 through June 30) the following funding clause is applicable. Any purchase agreement or contract arising from this solicitation is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the purchase agreement contract.
35. **Federal Funding:** In the event that Federal funds are used for any purchase arising from this solicitation, the “**FEDERAL SUBCONTRACT/PURCHASE ORDER FLOWDOWN PROVISIONS**” if attached apply to this transaction and will apply to any subsequent purchase order.
36. **Taxes:** Sales to the University, unless otherwise stated, are exempt from Illinois R.O.T. and Federal Taxes. The University of Illinois tax exempt number is E9989-9779-04.

The University is an instrumentality of the State of Illinois, and as such it is exempt from Federal Income Tax under Sections 115 and 501(c)(3) of the Internal Revenue Code and is exempt from State of Illinois Income Tax in accordance with the Illinois Income Tax Act (35 ILCS 5/205). However, the University is subject to Federal and State of Illinois Income Tax only if, and to the extent, it has unrelated business taxable income. In addition, the University is exempt from payment of state and local Retailers' Occupation Tax, state and local Service Occupation Tax, state Use Tax, and state Service Use Tax, as provided by Illinois law. Certificates of exemption will be provided upon written request.

36. **Procurement Card:** Does respondent accept Procurement Cards (Master Card). Yes \_\_\_\_ No \_\_\_\_.
37. **Payment Terms:** Payment(s) in relation to any award for this proposal are subject to the State Prompt Payment Act (30 ILCS 540). Prompt payment discounts, of less than 30 days, will not be considered for evaluation purposes, however, applicable discount(s) will be taken if processed within the stated time limit.
38. **State Preference Percentage:** If respondent is an out-of-state vendor (not having an establishment for transacting business within Illinois), and if respondent's state has a preference law favoring in-state vendors, what is the percentage preference? \_\_\_\_\_ %
39. **Recycling:** Packaging which is readily recyclable, made with recyclable materials, and designed to minimize potential adverse effects on the environment when disposed of by incineration or in a landfill is desired to the extent possible. Product(s) offered which contain recycled materials may be acceptable provided they meet all pertinent specifications and performance criteria outlined in this proposal. If the product(s) offered are manufactured utilizing recycled materials, identify the percentage composition and nature of the recycled content:
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40. **Alteration/Modification of Original Documents:** The contractor certifies that no alterations or modifications may be made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered response. Contractor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

COMPLIANCE WITH LAWS, REGULATIONS AND LABOR AND EMPLOYMENT PROVISIONS:

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

- a. "An Act concerning Construction contracts; responsible bidder requirements (30 ILCS 500/30-22). To be considered a responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:
- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
  - (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
  - (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
  - (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
  - (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
  - (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
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The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt or use of federal funds in support of such a project.

(Source: P.A. 93-642, eff. 6-1-04.)

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

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

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

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

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

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

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

INDEMNITY AGREEMENT AND LIABILITY INSURANCE:

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

If required under the terms of award or if work on any University property is to be performed by the Vendor/Contractor, the Vendor/Contractor receiving the award shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of *Best's Key Rating Guide*. The Vendor/Contractor must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

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

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

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

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

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

INDEMNITY AGREEMENT AND LIABILITY INSURANCE (Continued):

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

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

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

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**ADDITIONAL REQUIREMENTS AND CERTIFICATIONS**

**Standard Qualifications, Certifications, Representations, and Disclosures Attachment:**

Contractor shall confirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosures attached as Exhibit A, which is hereby incorporated into this solicitation by reference.

**Taxpayer Identification Certification:**

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

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

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

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

**Instructions:**

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

If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for Social Security Number Card (for individuals) from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.

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

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

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

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

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

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

CERTIFICATIONS AND CONFLICTS

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

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

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

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor is not in default on an educational loan (5 ILCS 385/3).
3. **This does not apply to contracts with the state universities.** Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Vendor is an existing legal entity, and **as applicable**: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
5. **This applies to service contracts and is otherwise not applicable.** Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
6. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
8. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
9. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
10. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
11. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

12. 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).
13. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
15. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
16. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
17. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
18. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
19. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
21. 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).
22. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
25. **This does not apply to contracts with the state universities.** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. The prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
26. **This applies to information technology contracts and is otherwise not applicable.** Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa) (30 ILCS 587).
27. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

- a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

28. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.

29. In accordance with 30 ILCS 500/20-160, Vendor certifies that either:

Vendor is not required to register as a business entity with the State Board of Elections.

Or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. **A copy of the official certificate of registration as issued by the State Board of Elections is attached.**

30. Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.

31. **Disclosure of Business in Iran:** You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation.

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

(a) the Government of Iran;

(b) companies in which the Government of Iran has any direct or indirect equity share;

(c) consortiums or projects commissioned by the Government of Iran; or

(d) companies involved in consortiums or projects commissioned by the Government of Iran;

**AND**

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

**OR**

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

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

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

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

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

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

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

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

33. The Vendor acknowledges that this Contract may be voided if any of the certifications made herein by the Vendor are false.

34. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.

35. **This applies only if procuring university receives Medicare or Medicaid funding.** Contractor certifies that neither it 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. Contractor 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. Contractor 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 Contractor'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 Contractor becomes excluded during life of this Contract.

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

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

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

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

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

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

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

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

**DISCLOSURES AND CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

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

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

A. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

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

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

**OR**

B. If Vendor is a privately held corporation with more than 400 shareholders

- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

**OR**

C. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes  No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

Yes  No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

Yes  No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

Yes  No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: \_\_\_\_\_. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 2.0% \_\_\_\_\_ >2.0 to 3.0 % \_\_\_\_\_ > 3.0 to 4.0% \_\_\_\_\_ %  
>4.0 to 5.0% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship  Stock  Partnership  Other (explain) \_\_\_\_\_

Name: \_\_\_\_\_

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

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here \_

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes  No

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes  No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes  No

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes  No

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes  No

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes  No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes  No

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

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

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

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

Check One:  No Conflicts Of Interest

Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

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

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

- Debarment from contracting with any governmental entity Yes  No
- Professional licensure discipline Yes  No
- Bankruptcies Yes  No
- Adverse civil judgments and administrative findings Yes  No
- Criminal felony convictions Yes  No

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

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

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

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

or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please check if you  
are submitting a no bid.

**Bid/RFP #1NRC1107**

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

