

State of Illinois
Public Institutions of Higher Education

Invitation for Bid



Marching Band Uniforms REBID
EIUMJT2604
April 7th 2026 at 2:00pm CT

Vendor:
Vendor Contact:
Address:
Phone:
Email:

- Vendor (other than an individual acting as a sole proprietor) must be a legal entity prior to submitting the bid. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. This does not apply to construction contracts that are subject to the requirement of Sections 30-20 and 33-10 of the Illinois Procurement Code which require Vendor to be registered with the Secretary of State at time of bid opening.
- Vendors must be registered with the Illinois State Board of Elections prior to submitting response.
- Hold a current Illinois Department of Human Rights (IDHR) Bidder Eligibility Number.

It is the State's policy to promote small businesses and businesses owned by veterans, minorities, women, and persons with disabilities, and sheltered workshops for the severely disabled. Consider using these businesses to meet the need for suppliers and subcontractors on State and private contracts.

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

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1 Submission Instructions and General Information

Vendor must read this entire solicitation package and submit its response in accordance with the instructions.

Please utilize the “Doing Business with Illinois Public Universities” document for all applicable links.

1.1 Project Description:

The Board of Trustees of Eastern Illinois University (“the University”) is seeking proposals from qualified suppliers to provide stylish, uniquely designed band uniforms of high quality workmanship as per sketch attached below as Attachment I. The successful Respondent shall supply the University with 160 band uniforms that includes each of the following: marching coats, bibbers – pants, shako, plume and shoulder cords.

1.2 Pre-Submission Conference:

Mandatory Attendance: Yes No

If attendance is marked “mandatory”, Vendor must attend the entire Pre-Submission Conference. Vendor will be considered non-responsive and will be disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early, or does not sign the attendance sheet. This includes incumbent vendors. Temporary disconnection due to technical difficulties will not necessarily be considered a violation of this provision, subject to the judgment of the Chief Procurement Officer/State Purchasing Officer and the extent of the disconnection/technical issue. Vendor must allow adequate time to accommodate security screenings.

Additional Information: _____

(Virtual): Yes No

Date: 3/11/2026 Time: 10:00am CT

If virtual conference, add call-in #, access code, password, etc.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/24685640097401?p=CDF8p8YCbq9dpbmlrm>

Meeting ID: 246 856 400 974 01

Passcode: GF98y9Wk

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 469-998-2555,,528082926#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 528 082 926#

1.3 Pre-Submission Site Visit:

Yes No

Mandatory Attendance: Yes No

Date: N/A

Time:

Location: (state physical location, room number, parking information)

Additional Information: _____

If attendance is marked “mandatory”, Vendor must attend the entire site visit. Vendor will be considered non-responsive and will be disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early, or fails to sign the attendance sheet. This includes incumbent vendors. Vendor must allow adequate time to accommodate security screenings.

1.4 Submission of Responses:

Vendor must submit its response in accordance with the delivery method(s) selected below. Vendor should only submit response through one of the University identified delivery methods selected below.

Accepted Delivery Methods:

Paper Responses with USB Flash Drive

1.4.1 Paper Responses with USB Flash Drive: If “Paper Responses with USB Flash Drive Accepted” is marked in Section 1.4, submit a signed original and 1 copies. In addition, submit a USB Flash Drive in the following format PDF . USB Flash Drive should be labeled according to the Bulletin Referenced Number. The paper and the USB Flash Drive must be identical in content. If the paper copy and USB Flash Drive content are not identical and/or the USB Flash Drive is corrupt, the paper copy will be used in the evaluation of responses.

Paper: All forms and signature areas contained in the solicitation package must be completed in full and sent as part of Vendor’s response. Information using a format other than a State of Illinois form must refer to the page number, section, or other identifying reference in this solicitation and provided in the same sequence as in the solicitation document.

Responses must be delivered to the submission address shown in this section in a sealed envelope or container.

Submit/Deliver Responses To:	Label Outside of Envelopes/Containers:
Eastern Illinois University	SEALED RESPONSE-DO NOT OPEN
Attn: Matt Thomas	Project Title: Marching Band Uniforms
1135 Old Main, 600 Lincoln Ave	Bulletin Reference#: EIUMJT2604
Charleston, IL 61920	Due Date & Time: 4/7/2026 at 2:00pm CT
	Vendor Name:
	Vendor Address:
	Vendor City, State, Zip:

1.4.2 Form A – Vendor Disclosures and Form B – IPG Active Registered Vendor Disclosures

Responses must include Form A – Vendor Disclosures or Form B – IPG Active Registered Vendor Disclosures based on the following criteria:

Form A – Vendor Disclosures: If Vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have an active, unexpired IPG Number, Vendor must complete and attach Form A – Vendor Disclosures.

Form B – IPG Active Registered Vendor Disclosures: If Vendor is registered in the IPG and has an active unexpired IPG Number, Vendor must either submit Form A – Vendor Disclosures or Form B – IPG Active Registered Vendor Disclosures. Form B – IPG Active Registered Vendor Disclosures is a simpler alternative to Form A – Vendor Disclosures. Form B – IPG Active Registered Vendor Disclosures is available only to vendors with an active unexpired IPG Number.

An IPG Number is a seven-digit number beginning with the letters “IPG.” The IPG system emails an IPG Number to the vendor when the vendor’s registration is accepted and becomes active. If

Vendor does not have a seven-digit number beginning with the letters “IPG,” Vendor does not have an IPG Number.

Before using Form B – IPG Active Registered Vendor Disclosures, Vendor must check the Vendor Directory to ensure Vendor is registered and has an active unexpired IPG Number. If Vendor’s name does not appear in the directory, Vendor does not have an active unexpired IPG Number.

- 1.5 Due Date and Time for Submission of Responses:** A public opening will be conducted at the specified due date and local time. Responses must be received in accordance with Section 1.4 at the physical location or E-bid platform indicated prior to the due date and time listed in this section.

Due Date: 4/7/2026

Time: 2:00pm CT

- 1.6 Late Submissions:** Responses received late will not be considered. The University will notify the Vendor of a late response and will return it, if requested, at the Vendor’s expense. The Vendor is responsible for submitting the response in accordance with Section 1.4 above.

- 1.7 Response Firm Time:** The response must remain firm for 120 days from the opening date.

- 1.8 Official Procurement Information:** Official procurement information, including solicitations, updates, and award, is published on The Illinois Procurement Bulletin for Higher Education (“Bulletin”). The Vendor is responsible for checking the Bulletin for addenda and other updates. The University is not responsible should Vendor not receive optional email notices.

- 1.9 Solicitation Contact:** The individual listed below will be the single point of contact for this solicitation except for protests (see section 1.16).

Unless otherwise directed by the Solicitation Contact, do not discuss this solicitation, directly or indirectly, with any other University or State employee.

The University will not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing by the solicitation contact, including answers to questions, will be binding on the University. Suspected errors in the solicitation must be reported immediately to the Solicitation Contact.

Solicitation Contact: Matt Thomas

University Name: Eastern Illinois University

Street Address: 1135 Old Main, 600 Lincoln Ave

City: Charleston State: IL Zip: 61920

Email: mjthomas5@eiu.edu

- 1.10 Vendor Questions:** Any questions must be received by 3/19/2026 at 4:30pm CT in writing. Questions, including those asked at a pre-submission conference, and answers will be published in an addendum to the solicitation for all to see. If the pre-submission conference is mandatory, the questions and answers may be distributed only to those who attended. All other questions must be in written form and sent to the Solicitation Contact listed in Section 1.9.

- 1.11 Governing Law and Forum:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the proper court in Illinois. References in this document to ILCS mean the Illinois Compiled Statutes. The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 ILAC 4) apply to this solicitation.

- 1.12 Federal Funds:** For purchases funded in whole or in part by United States Government funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. To obtain this information, contact the Solicitation Contact identified in Section 1.9. (44 ILAC 4.2005(x)).

Funded in whole or in part by the United States Government Funds Yes No

- 1.13 Confidential Information:** If Vendor requests confidential treatment of any part of its response, Vendor must submit with its response a separate attachment consisting of a copy of its response with the proposed confidential information redacted by the date and time for submission of responses identified in Section 1.5. Send an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and must retain as much of the original response as possible. Along with the redacted copy, Vendor must show in Section 12 of its response the specific grounds in the Illinois Freedom of Information Act (FOIA, 5 ILCS 140) or other law or rule that supports application of confidential treatment. Vendor must list the provisions, shown by section number, for which it seeks confidential treatment, name the statutory basis under Illinois or other applicable law, and include a detailed justification for exempting the information from public disclosure.

Requests to keep entire responses confidential will not be honored. Requests for confidential treatment under FOIA will be considered. A request for confidential treatment will not supersede legal obligations under FOIA. Vendor agrees the State may copy the response to facilitate evaluation or to respond to requests for public records. Regardless of any request for confidential treatment, the State will disclose the successful Vendor's name, the substance of the response and the price. Requests for confidential treatment will not be honored unless Vendor provides (a) a separate redacted response submitted by the date and time for submission of responses and (b) Vendor's explanation and detailed justification for confidential treatment in Section 12.

Information submitted with a claim of confidentiality or exemption from FOIA may still be disclosed to the public if determined under applicable law that the claim or exemption does not meet the requirements for withholding the information under FOIA. (44 ILAC 4.2005(t)(2)). Materials submitted with a claim of confidentiality may also be disclosed pursuant to a lawful subpoena or court order. Vendor will hold harmless and indemnify the University, its Board of Trustees, the State of Illinois, and the State of Illinois's agencies, officers, employees, and agents from all costs, damages, and attorney's fees associated with the University, its Board of Trustees, the State of Illinois, or the State of Illinois's agencies, officers, employees or agents honoring Vendor's request for confidential treatment.

- 1.14 Public Records:** Responses to the solicitation become the property of the State. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules and will become part of the publicly available procurement file. (30 ILCS 500/20-155).

- 1.15 Reservations:** Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects.

The University may ask for a clarification via email, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response.

- 1.16 Protest Review Office:** Vendors may send a written protest to the Chief Procurement Office following the requirements of the Higher Education Standard Procurement Rules. (44 ILAC 4.5550).

For protests related to the solicitation, including specifications, the Protest Review Officer must receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin.

For protests related to awards or rejection of individual responses, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier.

Protests must be sent to:

Chief Procurement Office – Higher Education
Attn: Protest Review Office
401 S Spring Street
Suite 516 Stratton Office Building
Springfield, IL 62706
Email: EEC.CPOHE@illinois.gov

The preferred method for receipt of protests is electronic via email. If sent electronically, protests do not need to be sent via regular postal mail.

1.17 Evaluation

1.17.1 Evaluation: The purpose of the evaluation is to determine the lowest price from a responsible and responsive vendor. Accordingly, responsiveness, responsibility, and price will be evaluated. If the University finds a failure or deficiency, the response may be rejected, or the failure or deficiency may be reflected in the evaluation, as appropriate.

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

1.17.2.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and requirements that, by law, must be part of the submission and are not curable, a Vendor may be required to correct immaterial deficiencies that have negligible impact on the suitability of the supply or service to meet the University’s needs as a condition of further evaluation.

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

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

1.17.4 Price: The University will rank responses in order of price to decide the lowest priced response. Renewal pricing, if requested, will be factored in as part of the total price to be evaluated, and must be included in the bid response to be considered responsive. A Vendor's response may be rejected by the University if it deems any of the bid prices to be materially unbalanced either above or below the amount of a reasonable bid price for the supplies or services to be provided or performed.

1.18 Award: The solicitation may be cancelled before or after opening when determined to be in the State's best interest. (44 ILCA 4.2040(a)). If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another Vendor. The University is not bound to award a contract under this solicitation or to enter into a contract after award. If the University issues an award, the award will be made to the responsible and responsive vendor who submits the lowest price.

1.18.1 Upon publication of award, the response firm time is extended until the parties sign a contract or decide not to sign a contract.

1.18.2 Awarded Vendors must at all times, including during any resulting contract, have financial resources sufficient to ensure performance of the contract. The Vendor must provide proof upon request. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

1.18.3 Preferences, including but not limited to those in the Illinois Procurement Code, may apply in deciding the lowest cost responsive and responsible bidder.

**Sections 2 through 16 of this solicitation
must be returned with Vendor's response as set forth in the following pages.**

2 Offer to the University

This offer includes the following provisions that are fully incorporated as material components of the offer.

Vendor to complete the items below and include with response:

- | | | |
|-------------------------|---|--|
| Section 2 | Vendor's Offer Letter completed & signed | <input type="checkbox"/> Yes |
| Section 3 | BEP Utilization Plan | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |
| Section 4 | VBP Utilization Plan | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |
| Section 5 | Preferences & Special Programs | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Section 6 | Response to Statement of Work | <input type="checkbox"/> Yes |
| Section 7 | Subcontracting | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Section 8 | Contract Term | <input type="checkbox"/> Yes |
| Section 9 | Pricing and Payment | |
| 9.1 | Initial Pricing Offer | <input type="checkbox"/> Yes |
| 9.2 | Type of Pricing | <input type="checkbox"/> Yes |
| 9.3 | Discount | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9.4 | Renewal Pricing Offer | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |
| 9.5 | Bid/Performance Bond | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |
| 9.6 through 9.12 | - Additional Payment Terms | <input type="checkbox"/> Yes |
| Section 10 | Standard Terms and Conditions | <input type="checkbox"/> Yes |
| Section 11 | References | <input type="checkbox"/> Yes <input type="checkbox"/> None Required |
| Section 12 | Vendor's Claim for Confidentiality | <input type="checkbox"/> Yes <input type="checkbox"/> None Requested |
| Section 12 | Redacted Copy included | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Section 13 | Vendors Exceptions to Standard Terms & Conditions | <input type="checkbox"/> Yes <input type="checkbox"/> No Exceptions |
| Section 14 | Vendors Supplemental Terms & Conditions | <input type="checkbox"/> Yes <input type="checkbox"/> None Stated |
| Section 15 | University Supplemental Terms and Conditions | <input type="checkbox"/> Yes <input type="checkbox"/> None Requested |
| Section 16 | Certifications & Disclosures | |
| 16.1 | Form A- Vendor Disclosures – for vendors who do not have an active, unexpired IPG Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 16.2 | Form B – IPG Active Registered Vendor Disclosures for vendors who do have an active, unexpired IPG Number (or Form A – Vendor Disclosures is acceptable). | <input type="checkbox"/> Yes <input type="checkbox"/> No |

In submitting this response, I certify that we have made no changes to the original content of this solicitation, attachments, or other related procurement documents, either text or graphics, whether transmitted electronically or hard copy. By completing and signing this offer, I make an offer to the University that the University may accept, and we will enter into a contract on this basis.

By signing this Offer Letter, I am confirming that I have reviewed the entire solicitation, including all instructions, referenced documents, and any applicable addenda to the solicitation. On that basis, as the authorized representative of the Vendor, I am submitting this offer to perform in full compliance with this solicitation.

Vendor Name: _____

Signature of Authorized Representative: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____

**3 Business Enterprise Program (BEP) Goal
Minorities, Women and Persons with Disabilities Program (BEP)**

Yes, there is a BEP goal of _____%.

This solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities in the State's procurement and contracting/subcontracting processes. If a BEP goal is identified above, the Vendor must complete and attach the Utilization Plan. A Utilization Plan demonstrates a vendor's proposed utilization of BEP-certified vendors to meet the targeted goal. The Utilization Plan shall demonstrate that the Vendor has either: (1) met the entire contract goal or (2) requested a full or partial waiver and made good faith efforts towards meeting the goal.

All BEP-certified vendors registered in this solicitation's NIGP Codes can be found in the Commission on Equity and Inclusion's Supplier Diversity Management Portal (SDMP) Public Vendor Directory. The complete list of requirements prime vendors must meet to satisfy good faith efforts is located in Section 7(3)(a) of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP Act) and the Utilization Plan. Primes that are self-performing BEP-certified firms must be registered in all of the solicitation NIGP Codes for the State to count 100% of the value of the contract towards the State's aspirational BEP goals. All BEP subcontractors identified in the Vendor's Utilization Plan and Participation Agreement(s) must be certified with the Commission on Equity and Inclusion's BEP and registered in at least one of the NIGP Code(s) identified in this solicitation at the due date and time for submission of responses identified in Section 1.5.

Applicable NIGP Codes:

Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal.

If a Utilization Plan is required, the properly completed Utilization Plan is due at the time of response submission. BEP responsiveness and curability will be determined in accordance with 30 ILCS 575/4(e). Non-responsive offers will be rejected.

No, there is no BEP goal

4 Veterans Business Program (VBP) Goal

Yes, there is a VBP goal of _____%.

This solicitation contains a goal to include businesses owned and controlled by veteran-owned small business (VOSB) and service-disabled veteran-owned small business (SDVOSB) certified vendors in the State's procurement and contracting/subcontracting processes. If a VBP goal is identified above, the Vendor must complete and attach the Utilization Plan. A Utilization Plan demonstrates a vendor's proposed utilization of VBP-certified vendors to meet the targeted goal. The Utilization Plan shall demonstrate that the Vendor has either: (1) met the entire contract goal or (2) requested a full or partial waiver and made good faith efforts towards meeting the goal.

The above VBP goal for this solicitation was calculated using the applicable NIGP Codes listed below, representing this solicitation's scope(s) of work. NIGP Codes identify solicitation scopes of work defined by the National Institute of Governmental Purchasing. This five-digit class item commodity and service code establishes and defines the detailed scope(s) of work for the contract. The first three digits of the NIGP Code represent the class or broad category of the work to be performed, and the second two digits of the NIGP Code identify a more specific focus of work within the class category.

The Commission on Equity and Inclusion's SDMP Public Vendor Directory lists all VBP-certified vendors registered in this solicitation's NIGP Codes. Primes that are self-performing VBP-certified firms must be registered in all of the solicitation NIGP Codes for the State to count 100% of the value of the contract towards the State's aspirational VBP goals. All VBP subcontractors identified in the Vendor's Utilization Plan and Participation Agreement(s) must be certified with the Commission on Equity and Inclusion's VBP and registered in at least one of the NIGP Code(s) identified in this solicitation at the due date and time for submission of responses identified in Section 1.5.

Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal.

If a Utilization Plan is required, the properly completed Utilization Plan is due at the time of response submission. Non-responsive offers will be rejected.

Applicable NIGP Codes: 201-98

No, there is no VBP goal.

5 Preferences & Special Programs

By completing and returning this Section 5 as part of my response, I am stating that I believe we are eligible for the preferences or special programs shown below and have checked each that applies to this offer. I understand that the University reserves the right to make a final determination regarding whether the preference or special program applies.

- Resident Bidders or Offerors (30 ILCS 500/45-10)
- Soybean Oil-Based Ink and Vegetable Oil-Based Ink (30 ILCS 500/45-15)
- Recycled Supplies (30 ILCS 500/45-20)
- Compostable Foodware/Recyclable Foodware (30 ILCS 500/45-23)
- Recyclable Supplies (30 ILCS 500/45-25)
- Environmentally Preferable Procurement (30 ILCS 500/45-26)
- Not-for-profit Agencies for Persons with Significant Disabilities (30 ILCS 500/45-35)
- Gas Mileage (30 ILCS 500/45-40)
- Small Businesses (30 ILCS 500/45-45)
- Illinois Agricultural Products (30 ILCS 500/45-50)
- Corn-Based Plastics (30 ILCS 500/45-55)
- Veterans (30 ILCS 500/45-57)
- Veterans Preference (330 ILCS 55)
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- Biobased Products (30 ILCS 500/45-75)
- Historic Area Preference (30 ILCS 500/45-80)
- HUBZone Business Contracts (30 ILCS 500/45-95)
- Electric Vehicles (30 ILCS 500/45-100)
- Illinois Bidders Preference (30 ILCS 500/45-105) [applies to State Construction Contracts]
- Procurement of Domestic Products Act (30 ILCS 517)
 - Product(s) is Manufactured in the United States (30 ILCS 517)
 - Product(s) is Manufactured in Illinois (30 ILCS 517)
- Public Purchases in Other States Act (30 ILCS 520)
- Illinois Mined Coal Act (30 ILCS 555)
- Steel Products Procurement Act (30 ILCS 565)
- Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575)

Vendor offers the following explanation of qualification and supporting documentation for the preference or special programs checked above, if applicable. Vendor must include a list of items that qualify for the preference:

6 Statement of Work

Respond to each item requested and detail how it will meet the requirement.

- 6.1 Overview of the University's Need:** The Board of Trustees of Eastern Illinois University ("the University") is seeking proposals from qualified suppliers to provide stylish, uniquely designed band uniforms of high-quality workmanship as per sketch attached as Attachment I. The successful Respondent shall supply the University with 160 band uniforms that includes each of the following: marching coats, bibbers – pants, shako, plume, and shoulder cords.

Respondent must provide one complete sample uniform for evaluation, including jacket/coat, bib pants, shako, plume, and shoulder cords. The sample uniform will be assessed for quality of materials, construction methods, workmanship, durability, and conformity with the design specified. Sample items will be returned to the Respondent upon request after evaluation. Failure to provide a complete sample uniform may result in the response being deemed non responsive.

The University reserves the right to inspect, examine, and evaluate the sample uniform in full, including but not limited to fabric quality, construction methods, stitching, design accuracy, durability features, and compliance with all specifications outlined in this solicitation. The University may request additional clarification, materials, or construction details if elements of the submitted sample do not sufficiently demonstrate compliance. The University further reserves the right to reject any response if the sample uniform fails to meet the required standards or specifications.

6.2 Specifications and Requirements:

6.2.1 Fabric:

- 6.2.1.1 Shall resist dirt, mildew and mold. Fabric must be colorfast, fade-out heat resistant, and dry clean fabric.
- 6.2.1.2 Thread used in construction of the garments must be heat resistant, colorfast and dry cleanable.
- 6.2.1.3 The jacket/coat and pants must be completely dry cleanable (including all pads and linings) and made of 55% dacron / 45% wool. Include instructions for care.
- 6.2.1.4 Uniform Colors: Blue (Pantone 661C), Secondary Blue (Pantone 660C), White, Black, Silver/Grey (Cool Gray 4C)
- 6.2.1.5 Uniform patterns must be designed to provide ample seam allowances and to allow easy alterations of all parts of the uniform. Provide instructions for performing alterations.
- 6.2.1.6 Uniforms must have adjustable sleeve lengths and pant hem lengths.
- 6.2.1.7 Uniforms must be designed to provide non-restrictive full range of movement.
- 6.2.1.8 Uniform patterns must cover a full range of sizes 26 to 60, including separate patterns for male and female uniforms (both jacket and pants).
- 6.2.1.9 Respondent must also provide specific technical details of the construction and composition of the garments. Please include as an attachment to your response.

6.2.2 Jacket/Coat/Tunic:

- 6.2.2.1 To include "Panther" logo and "EASTERN ILLINOIS UNIVERSITY" in script. See sketch attached as Attachment I. Note: All University logo/marks shall have the proper trademark indicia.
- 6.2.2.2 Jacket/coats must be fully lined. Lining must be non-shrinkable and dry cleanable. The lining must be completely sewn around the armhole, not just tacked.
- 6.2.2.3 Jacket shoulder pads must be fully adjustable and dry cleanable.
- 6.2.2.4 Jackets/coat must have perspiration shield that is non-shrinkable and dry cleanable.

6.2.3 Bib Pants

- 6.2.3.1 Pants must have built-in pockets.
- 6.2.3.2 Pants must have reinforced crotch.
- 6.2.3.3 Pants must have adjustable straps.
- 6.2.3.4 Pants must have YKK metal zipper or approved equal and metal snap closure.

6.2.4 Gauntlets/ Independent Cuffs

- 6.2.4.1 If included in design, present with sample uniform. If applicable, include an additional sample of the percussion version.
- 6.2.4.2 All gauntlets must be available in extended size/fit and range (extra small, small, medium, large and x-large and xx-large). – again, only if included in design.

6.2.5 Shoulder Cords

- 6.2.5.1 Cords must be black

6.2.6 Identification

- 6.2.6.1 Each major garment item must have identification and size numbers sewn into the individual pieces. Coats and trousers shall have woven numerals. Trousers must include inseam and waist information; coats shall have chest size and length indicated on a linen ticket. The original order must include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include chest size, height, weight, and inseam for each uniform. Bound in the identification record shall be a size chart for use as a reference for purchase of future uniforms.

6.2.7 Inspection

- 6.2.7.1 All garments must be carefully inspected before final packing and shipping. All thread ends to be picked and cut and specifications, trim and details to be critically checked for each individual garment before shipment. Buttons are to be applied and sewn at that time.

6.2.8 Replacement items

- 6.2.8.1 Respondent must be able to guarantee the ability to provide exact replacement uniforms and/or individual parts, for a period of not less than ten years from the date of delivery. Do you agree to extend this offer for additional items on orders placed using this proposal after the original order? Yes No

6.2.9 Warranty

- 6.2.9.1 Describe in detail your warranty

6.2.10 Uniform Management System

- 6.2.10.1 Describe in detail any Uniform Management System you offer or have available.

- 6.2.10.2 Does this system incur an extra cost? Yes No

6.3 Milestones and Deliverables: Upon award, the entire order must be shipped within 75 calendar days after selection and receipt of necessary details and all measurements. Entire order must be received no later than October 1, 2026. Can you meet this deadline? Yes No

6.4 Vendor and Staffing Specifications: Respondent must furnish a representative to handle all details of the order. This includes measuring and serving, “after the sale”. Respondent is to provide name, address and telephone number of the representative who shall be responsible for handling the order.

6.5 Transportation and Delivery: Uniforms must be shipped on wishbone style hangers. Hangers shall be hard black plastic, not wood. Wood hangers shall not be accepted. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform must be delivered in its own clear polyethylene bag to prevent soiling. Uniforms must be delivered in 200 lb. test cardboard wardrobe containers, opening from the front and having a metal bar reinforcement at the top with clasp to prevent hangers from disengaging from the metal structure. Each carton shall be properly marked on the outside, with identification numbers of the uniforms contained in that specific carton.

6.6 Location where Services are to be Performed:

Section 25-65 of the Illinois Procurement Code requires Vendors whose contracts call for the provisions of services to the State to identify where those services, including by subcontractors, will be performed and whether any services will be performed outside the United States. If this solicitation does not include any services, this section does not apply.

This solicitation includes services: Yes No

7 Subcontracting

Subcontracting is allowed is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform part of the work covered by the contract.

7.1 The maximum percentage allowed to be provided by a subcontractor is 95 %.

7.2 Will subcontractors be used? Yes No

If “Yes”, Vendor must name any subcontractor(s) who will have a subcontract with an estimated value of \$100,000 or more.

Subcontractor name:

Address:

Description of work:

Estimated Amount to be paid:

Note: Add additional page for additional subcontractors if needed

All subcontracts must include the Certifications, any other required registrations, and the Financial Disclosures and Conflicts of Interest or Financial Disclosures Affidavit for contracts over \$100,000 annually, completed, and signed by the subcontractor. The Financial Disclosures Affidavit may be used, under the circumstances referenced in 30 ILCS 500/50-35(j), in place of the full vendor Financial Disclosures and Conflicts of Interest otherwise required by the Procurement Code.

- 7.3** The Vendor must obtain approval of the University to add or substitute subcontractors during the term of any resulting contract and give the information shown in Subsection 7.2. If the Prime Vendor wishes to substitute its BEP/VSB certified subcontractor, a BEP/VSB certified vendor Utilization Plan and Participation Agreement must be executed and submitted to the University within five (5) business days of Vendor's receipt of the University approval for the substitution.
- 7.4** The Vendor must provide the names and addresses of all subcontractors, including additional or replacement subcontractors, to be used by the Vendor in the performance of the resulting contract, together with a description of the work to be performed and the amount of money that each subcontractor is expected to receive under a subsequent contract.

8 Contract Term

8.1 Initial Term:
N/A

The maximum term of the resulting contract, including any renewal terms or extensions, must not exceed ten (10) years.

Vendor must not begin, and will not be paid for, any billable work prior to the start date of the contract or receipt of an executed purchase order.

8.2 Renewals:

8.2.1 The resulting contract will will not have renewal options. If no renewals options are allowed, the contract will not be renewed.

8.2.2 The contract will not renew automatically nor solely at the Vendor's choice.

8.2.3 The University reserves the right to renew for a total of N/A. The terms and conditions will be the same as the original contract, unless otherwise specified. The University may renew the resulting contract for any or all of the renewal option periods, may exercise any of the renewal options early, and may exercise more than one option at a time when in the best interest of the University based on continuing need and favorable market conditions. The universities' right to renew is subject to requirements of the BEP Act. (30 ILCS 575).

8.2.4 If resulting contract will include renewals per Section 8.2.1, renewal pricing must be included in the Vendor's response or Vendor will be deemed non-responsive. Renewal pricing will be included in calculating the total cost to determine lowest bid.

8.2.5 Prior to any renewal, the University will confirm that Vendor has met all requirements of the contract, including BEP/VBP utilization.

The University will review the contract to determine whether:

- i. any established BEP goal is being met by the vendor;
- ii. the established BEP goal should be increased;
- iii. a BEP goal should be set, if one was not previously set;
- iv. the contract should be re-bid/re-solicited if the vendor has not shown good faith efforts toward meeting the BEP goal (30 ILCS 575/8i (a, b, c)).

The University will review renewals at least 6 months prior to renewal to allow adequate time to rebid if it is determined that the prime contractor has not demonstrated good faith efforts towards meeting the contract goal (30 ILCS 575/8i(d)).

8.3 Indefinite Quantity Contract: The resulting contract will will not be an indefinite quantity contract. An indefinite quantity contract is a contract for an indefinite amount of supplies or services furnished at specified times, or as ordered, that establishes unit prices of a fixed price type. (44 ILAC 4.2055(g)).

8.4 Termination for Cause: The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor for any of the conditions referenced in 4.2065(a) of the Administrative Rules.

Prior to terminating, the University will give written notice to the Vendor to cure the problem by a specific date. If not cured by that date, the University may terminate the contract without further written notice, retaining the rights to seek any available legal or equitable remedies or damages, or the University may enforce the terms and conditions of the contract.

8.5 Termination for Convenience: The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the contract in whole or in part and without penalty or incurring any further obligation to the Vendor. The Vendor will be entitled to compensation for supplies and/or services provided in compliance with the contract through the date of termination.

9 Pricing and Payment

9.1 Initial Pricing Offer: Vendor’s Total Price: _____

<u>Qty</u>	<u>Item</u>	<u>Unit Price</u>	<u>Extended Price</u>
160 each	Jacket	_____	_____
160 each	Bib Pants	_____	_____
160 each	Shako	_____	_____
160 each	Plume	_____	_____
160 each	Shoulder Cords	_____	_____
20 dozen	Replacement Buttons (if applicable)	_____	_____
	Shipping Charges	_____	_____
	Other Cost – if there are other billable expenses associated with the executed project, describe in detail and provide costs.	_____	_____
	TOTAL COST	_____	_____

Price increases due to an increase in wage rates (including Prevailing Wage rates), materials, equipment, or in any other of Vendor’s costs, or payment of premium wages for overtime work will not be allowed. Vendor’s total price must include transportation, transit insurance, delivery, installation, and any other costs.

9.2 Type of Pricing: Pricing under the resulting contract will be firm estimated

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

9.4 Renewal Pricing Offer: If renewals are requested, all renewal pricing will be included when calculating the lowest cost bid and must be included with your response or Vendor will be deemed non-responsive.

9.5 Bid / Performance Bond: If a bid bond is required, the Vendor must send the bond with the response. If a performance bond is required, the Vendor must send the bond to the Solicitation Contact within 10 days after award. Bonds must meet statutory requirements and be issued by a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.

- Bid Bond _____ <\$ or %>
- Performance Bond <\$ or %>
- No Bond is Required

9.6 Invoicing:

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

Eastern Illinois University
 Attn: Accounts Payable
 600 Lincoln Avenue, 1135 Old Main
 Charleston IL 61920

9.6.2 By submitting an invoice, Vendor certifies a) compliance with the contract, b) the supplies or services provided meet all requirements of the contract, and c) the amount billed, and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210). University may withhold final payment until all services, supplies, reports, or other deliverables specified have been completed in a form satisfactory to the University.

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

9.7 Minority Contractor Initiative: The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any bidder or offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more, other than statewide master contracts, is required to pay a fee of \$15. The State Comptroller will deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.

9.8 Procurement of Domestic Products

It is the policy of the State of Illinois to use State procurements to maximize the use of goods, products, and materials produced in Illinois (30 ILCS 517). If this procurement is for a product, then preference shall be given to a product manufactured in the United States. The preference shall not be given if the procurement includes a service.

At the time of bid or offer submission, vendor must affirmatively declare in Section 5 that the product being proposed to the State is manufactured in the United States and/or Illinois. The University may request documentation verifying the product’s manufacturing origin. The University shall purchase the product manufactured in the United States and/or Illinois unless the University determines that any of the following applies: (1) the procured products is not manufactured in the United States in reasonably

available quantities, or (2) the price of the procured products manufactured in the United States exceeds the price of available and comparable procured products manufactured outside of the United States by 12% or more, or (3) the quality of the procured products manufactured in the United States is substantially less than the quality of the comparably priced, available, and comparable procured products manufactured outside of the United States, or (4) the purchase of the procured products manufactured outside of the United States better serves the public interest by helping to protect or save life, property, or the environment, or (5) the purchase of the procured products is made in conjunction with contracts or offerings of telecommunications, fire suppression, security systems, communications services, Internet services, or information services, or (6) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the federal Food, Drug and Cosmetic Act (30 ILCS 517).

If there is a tie between 2 bidders or offerors who have certified that they will provide products manufactured in the United States, the bidder or offeror that certifies it will provide products manufactured in Illinois shall be given preference. At the due date and time of submission, vendor must affirmatively declare in Section 5 that the product being proposed to the State is manufactured in Illinois.

- 9.9 Taxes:** Pricing will not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.
- 9.10 Late Payment:** Payments, including late payment charges, will be paid per the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 ILAC 900). This will be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices will have no force or effect.
- 9.11 Prevailing Wage:** Certain services require Vendors to pay prevailing wage rates. See Section 15 for University Supplemental Terms and Conditions. If applicable, Vendor and its subcontractors must pay employees prevailing wages in the locality in which the work is to be performed. Vendor must file certified payrolls to the University as required by the Illinois Prevailing Wage Act (820 ILCS 130/5). Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.
- 9.12 Availability of Appropriation:** (30 ILCS 500/20-60): The contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend the contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

10 Standard Terms and Conditions

- 10.1 Assignment and Novation:** The contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University.
- 10.2 Audit / Retention of Records:** Vendor and its subcontractors (if allowed in Section 7) must keep books and records relating to the performance of the resulting contract or subcontract that are necessary to support amounts charged to the University.
- 10.2.1** Books and records, including information stored electronically, must be kept by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor (if allowed in Section 7) for a period of three years from the later of final payment under the contract or completion of the subcontract.

- 10.2.2** If federal funds are used to pay contract costs, the Vendor and its subcontractors (if allowed in Section 7) must keep its records for a minimum of five years after completion of work.
- 10.2.3** Books and records required to be kept under this section must be available for review or audit by representatives of the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors (if allowed in Section 7) must cooperate fully with any such audit and with any investigation conducted by any of these entities.
- 10.2.4** Failure to keep books and records required by this section will establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement.
- 10.2.5** The Vendor or subcontractors (if allowed in Section 7) will not impose a charge for audit or examination of their respective books and records (30 ILCS 500/20-65).
- 10.3 Time is of the Essence:** Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor must continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- 10.4 No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 10.5 Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration. Neither party shall be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to events such as (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of either party. In the event of any such delay both parties shall negotiate an equitable adjustment period or either party may terminate the Agreement after sixty (60) days if the event cannot be remedied during the equitable adjustment period. Notwithstanding the foregoing, under no circumstances will any force majeure event excuse University's payment obligations under this Agreement for services satisfactorily rendered.
- 10.6 Confidential Information:** Each Party to any resulting contract, including its agents and subcontractors (if allowed in Section 7), may have or gain access to confidential data or information owned or kept by the other Party while carrying out its responsibilities under that contract. Vendor, its agents and substitutes, will presume all information received from the University or to which it gains access under this solicitation and resulting contract is confidential.
- 10.6.1** Vendor information, unless marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, will be considered public.

- 10.6.2** No confidential data collected, maintained, or used during performance of the contract will be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return all confidential data collected, maintained, created, or used during the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction.
- 10.6.3** The foregoing obligations will not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 10.7 Freedom of Information Act:** This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the contract. (5 ILCS 140).
- 10.8 Use and Ownership:** All work performed, or supplies created by Vendor under any resulting contract, whether written documents, data, supplies, or deliverables of any kind, will be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing.
- 10.8.1** Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights and waives all claims that Vendor may have to such work, including any so-called "moral rights" in connection with the work.
- 10.8.2** Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work will be subject to confidentiality provisions of the executed contract.
- 10.9 Indemnification and Liability:** The Vendor will indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents, and volunteers from all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants, or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity, or omission of Vendor or any of its employees, representatives, subcontractors (if allowed in Section 7), or agents; or (d) any actual or alleged claim that the services or supplies provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.
- Per Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party will be liable for incidental, special, consequential, or punitive damages.
- 10.10 Insurance:** Vendor must, at all times during the term and any renewals, keep and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be changed or canceled until at least 30 days' notice has been provided to the University. Vendor must provide at a minimum: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and

Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-Owned Auto, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance will not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 10.11 Independent Contractor:** Vendor will act as an independent contractor and not an agent or employee of the University.
- 10.12 Solicitation and Employment:** Vendor must not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor will give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.
- 10.13 Background Check:** Whenever the University believes it necessary for security reasons, the University may require background checks of Vendor's and subcontractor's (if allowed in Section 7) officers, employees, or agents. Vendor or subcontractor (if allowed in Section 7) will reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- 10.14 Applicable Law:** Any resulting contract will be construed under and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 ILAC 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/8). The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.
- 10.15 Compliance with the Law:** The Vendor, its employees, agents, and subcontractors must follow all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the contract. Vendor must follow applicable tax requirements and will be current in payment of such taxes. Vendor must obtain at its own expense, all licenses, and permissions necessary for the performance of any resulting contract.
- 10.16 Expatriated Entities:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, may submit a bid for or enter into a contract with a State University if that business or any member of the unitary business group is an expatriated entity. (30 ILCS 50-17).
- 10.17 Sexual Harassment:** Vendor shall have a sexual harassment policy in accordance with the Human Rights Act. (775 ILCS 5/2-105(A)(4)). A copy of the policy shall be provided to the University upon request. (30 ILCS 500/50-80).
- 10.18 Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor will assign to the University rights, title, and interest in and to the claim or cause of action.
- 10.19 Contractual Authority:** The University that signs the resulting contract will be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by the University, they do so as approving officer and will have no liability, personal or otherwise, to Vendor.

- 10.20 Notices:** Notices and other communications will be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice will be considered to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 10.21 Modifications and Survival:** Amendments, change orders, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, will be ignored and the remaining provisions will be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, will survive termination.
- 10.22 Performance Record / Suspension:** Upon request of the University, Vendor will meet to discuss performance or give contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to decide whether to continue the contract, whether to recommend suspension of the Vendor from future business with the University for a specified period, or to decide whether Vendor can be considered responsible on specific future contract opportunities.
- 10.23 Schedule of Work:** Any work performed on University premises will be done during the hours determined by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 10.24 Warranties for Supplies and Services**
- 10.24.1** Vendor warrants that the supplies furnished under any resulting contract will: (a) be new, unless otherwise specified, and conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months (or longer if so specified in writing), and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.
- 10.24.2** Vendor will ensure that all manufacturers' warranties are transferred to the University and will give a copy of the warranty. These warranties will be in addition to all other warranties, express, implied, or statutory, and will survive the University's payment, acceptance, inspection, or failure to inspect the supplies.
- 10.24.3** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor will monitor performances of each individual and will reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University or State policies.
- 10.24.4** Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

10.25 Reporting:

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

10.25.2 The State of Illinois encourages prospective Vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in proper circumstances. By August 31 of each year, the vendor must report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in either of these groups (35 ILCS 5/216, 5/217). Contact the Illinois Department of Revenue for information about tax credits.

11 References

References are requested are not requested

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

Type of References: **Higher Education Institution Marching Bands**

Number of Each Reference Type: **3**

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

12 Vendor Claim for Confidentiality: If Vendor requests confidential treatment of any part of its response, Vendor must, by the date and time of submission of responses identified in Section 1.5, send an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and must retain as much of the original response as possible. Along with the redacted copy, Vendor must show in Section 12 of its response the specific grounds in the Illinois Freedom of Information Act (FOIA, 5 ILCS 140) or other law or rule that supports application of confidential treatment. Vendor must list the provisions, shown by Section number, for which it seeks confidential treatment, name the statutory basis under Illinois or other applicable law, and include a detailed justification for exempting the information from public disclosure.

Requests to keep entire responses confidential will not be honored. Requests for confidential treatment under FOIA will be considered. A request for confidential treatment will not supersede legal obligations under FOIA. Vendor agrees the State may copy the response to facilitate evaluation or to respond to requests for public records. Regardless of any request for confidential treatment, the State will disclose the successful Vendor’s name, the substance of the response and the price. Requests for confidential treatment will not be honored unless Vendor provides (a) a separate redacted response submitted by the date and time for submission of responses and (b) Vendor’s explanation and detailed justification for confidential treatment in Section 12.

Information submitted with a claim of confidentiality or exemption from FOIA may still be disclosed to the public if determined under applicable law that the claim or exemption does not meet the requirements for withholding the information under FOIA. (44 ILAC 4.2005(t)(2)). Materials submitted with a claim of confidentiality may also be disclosed pursuant to a lawful subpoena or court order. Vendor will hold harmless and indemnify the University, its Board of Trustees, the State of Illinois, and the State of Illinois’s agencies, officers, employees, and agents from all costs, damages, and attorney’s fees associated with the University, its Board of Trustees, the State of Illinois, or the State of Illinois’s agencies, officers, employees or agents honoring Vendor’s request for confidential treatment.

- Vendor is not claiming confidential information.
- Vendor has provided a redacted copy of the response and has shown below the page number, section, and statutory basis for each claim.

Page # / Section / Subsection #	Information being claimed as confidential. Include supporting information.	Statutory basis for exemption claim.

13 Vendor Exception to Standard Terms and Conditions

The University discourages taking exceptions to the Standard Terms and Conditions (Section 10) and doing so may impact the ability to award to the Vendor. Any exceptions must be included in the Vendor’s response. State law shall not be circumvented by the exception process.

Vendors requesting deviations from and exceptions to the Standard Terms and Conditions must describe in detail, signed by an authorized representative and included with the offer. A request must be accompanied by an explanation as to why the exception is being sought and what specific effect it will have on the Vendor’s ability to respond to the solicitation or perform the contract. Each exception request must reference the related page number and section/subsection number of this solicitation. In absence of such statement and information, the Vendor acknowledges that failure to raise an issue related to the Standard Terms and Conditions at the time of submission in the manner prescribed, constitutes a full and final waiver of the Vendor’s right to raise the issue later in any action or proceedings relating to this solicitation. The University reserves the right to address nonmaterial requests for exceptions to the Standard Terms and Conditions with the lowest responsive Vendor prior to award.

- Vendor does not take exceptions to the Standard Terms and Conditions
- Vendor takes exceptions to the Standard Terms and Conditions

14 Vendor Supplemental Terms and Conditions

The Vendor may provide supplemental information in this section that supports their response. If attaching supplemental material, indicate as such in this section.

Vendor Supplemental Terms and Conditions are are not requested.

15 University Supplemental Terms and Conditions

- University Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)
- Successor Contractor (assume the collective bargaining obligations of prior employer and offer employment in any existing bargaining unit performing substantially similar work that will be performed by the successor contractor for service contracts. Does not apply to heating and air conditioning, plumbing service or electrical service contracts (30 ILCS 500/25-80)
- University Specific Terms and Conditions
- Other (describe) _____

16 Certifications and Disclosures

16.1 Form A – Vendor Disclosures

If Vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have an active, unexpired IPG Number, Vendor must complete and attach Form A – Vendor Disclosures.

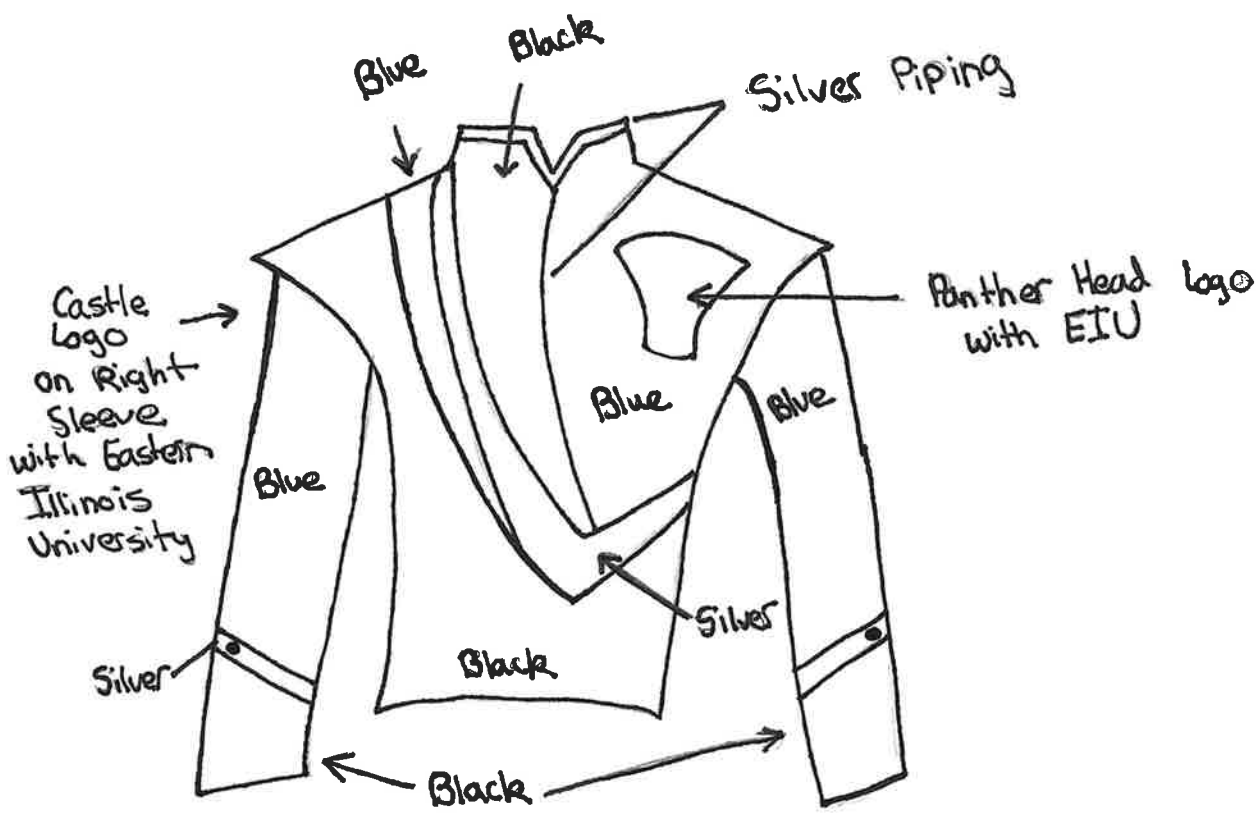
16.2 Form B – IPG Active Registered Vendor Disclosures

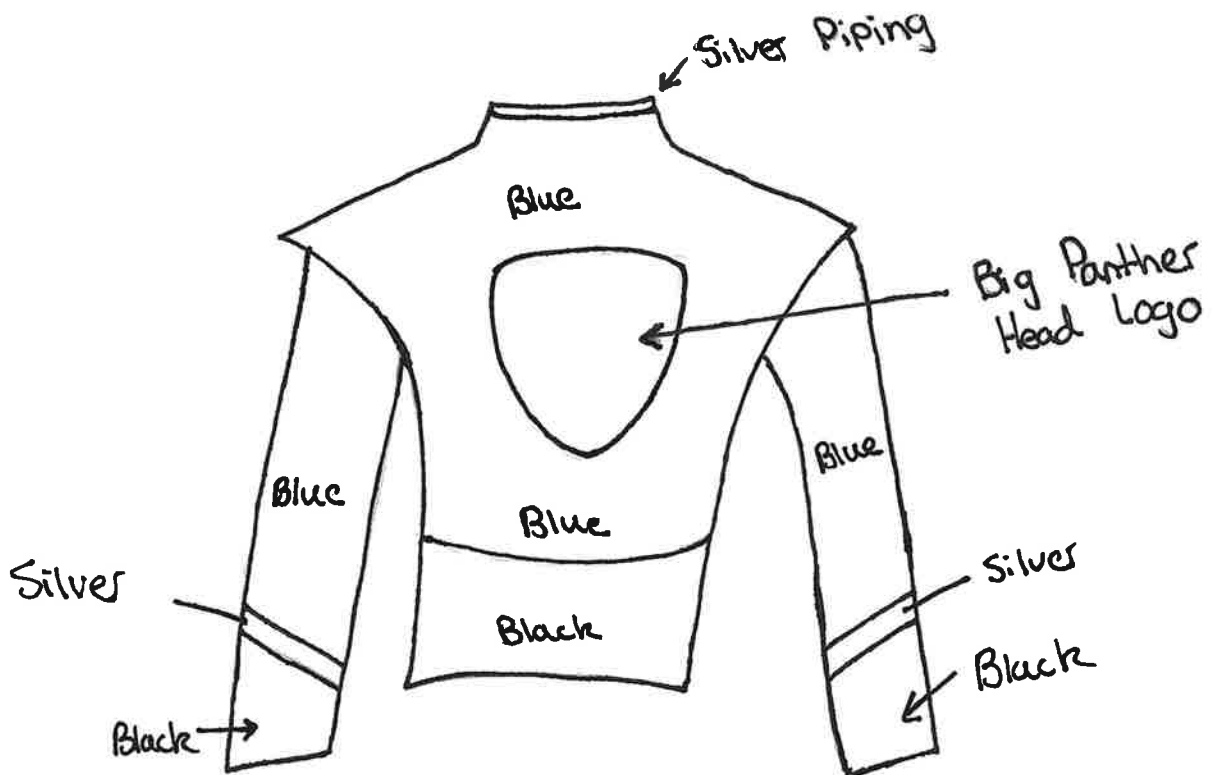
If Vendor is registered in the Illinois Procurement Gateway and has an active unexpired IPG Number, Vendor must complete and attach Form B – IPG Active Registered Vendor Disclosures or Form A – Vendor Disclosures is acceptable.

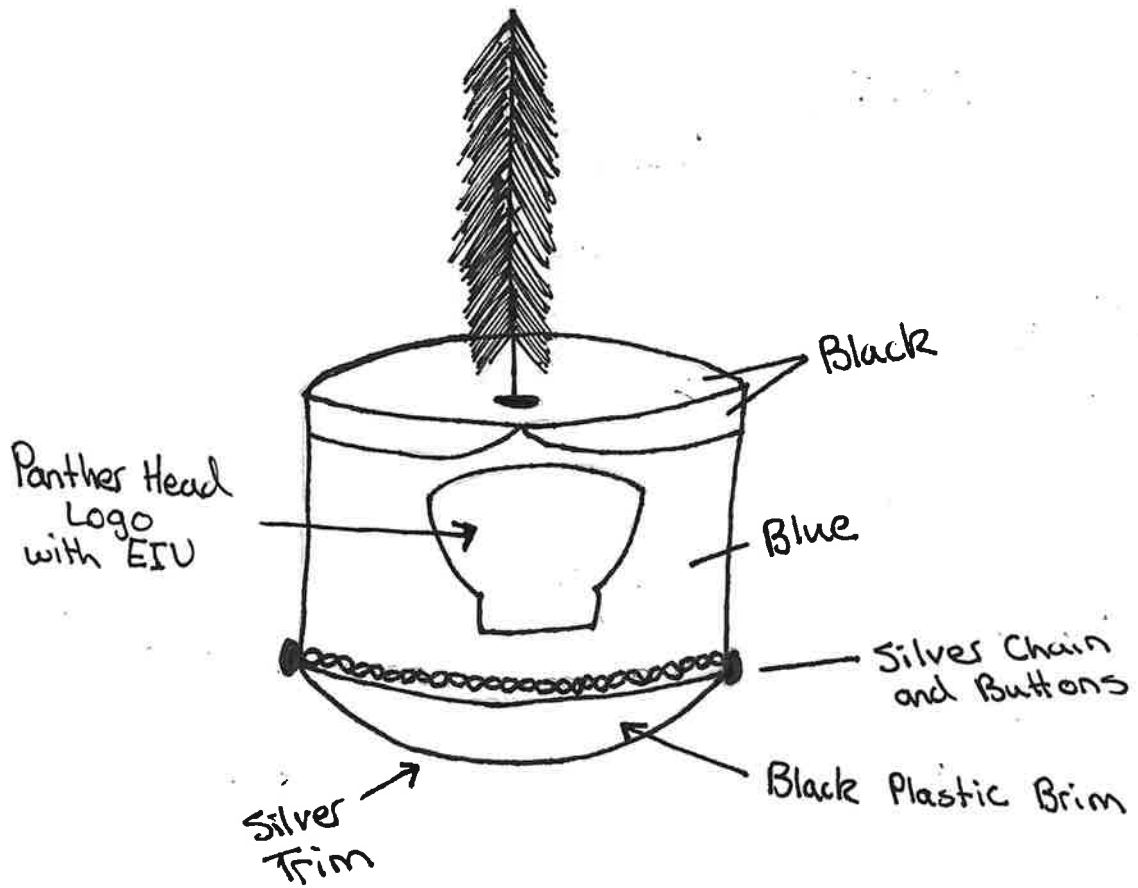
An IPG Number is a seven-digit number beginning with the letters “IPG.” The IPG system emails an IPG Number to the vendor when the vendor’s registration is accepted and becomes active. If Vendor does not have a seven-digit number beginning with the letters “IPG,” Vendor does not have an IPG Number.

Before using Form B – IPG Active Registered Vendor Disclosures, Vendor must check the Vendor Directory to ensure Vendor is registered and has an active unexpired IPG Number. If Vendor’s name does not appear in the directory, Vendor does not have an active unexpired IPG Number.

END OF DOCUMENT







Form A – Vendor Disclosures

Please read the following instructions carefully.

FORM A – Vendor Disclosures must be used when the vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have an active IPG Number with an unexpired date.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.illinois.gov>) and search the “Vendor Directory”. If you do not find your company name, you do not have an active, unexpired IPG Number and you must submit FORM A – Vendor Disclosures with your solicitation response.

If the vendor is registered in the IPG and does have an active unexpired IPG number, the vendor may complete and submit FORM B – IPG Active Registered Vendor Disclosures with their response.

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

Please read this entire form. All sections in Form A – Vendor Disclosures must be completed in full and submitted along with the vendor’s response. This information is submitted on behalf of:

Vendor Name: _____ Phone: _____
Street Address: _____ Email: _____
City, State Zip: _____ Contact Person: _____

1. Business Information

- 1.1 Name of Business (official name and DBA)
- 1.2 Business Headquarters (address, phone and fax)
- 1.3 If a Division or Subsidiary of another organization provide the name and address of the parent
- 1.4 Billing Address
- 1.5 Name of Chief Executive Officer
- 1.6 Company Web Site Address
- 1.7 Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID Form below)
- 1.8 Length of time in business
- 1.9 Annual Sales for Company’s most recently completed fiscal year
- 1.10 Show number of full-time employees, on average, during the most recent fiscal year
- 1.11 Is your company at least 51% owned and controlled by individuals in one of the following categories? If “Yes,” please check the category that applies:

Minority (30 ILCS 575/2(A)(1) & (3))

Yes

Female (30 ILCS 575/2(A)(2) & (4))

Yes

Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))	<input type="checkbox"/> Yes
Disadvantaged (49 CFR 26)	<input type="checkbox"/> Yes
Veteran (30 ILCS 500/45-57)	<input type="checkbox"/> Yes
Small Business (30 ILCS 500/45-45)	<input type="checkbox"/> Yes

2. Department of Human Rights Number

2.1 If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the solicitation opening date [775 ILCS 5/2-101(J); 44 Ill.Admin.Code 750.210]. Please complete the appropriate sections below:

Name of Company (and DBA): _____.

IDHR Public Contracts Number: _____ Expiration Date: _____.

(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

2.2 If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: _____.

2.3 Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Admin. Code 750.210(a).

2.4 Offeror may obtain an application form at:

- o Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST.
- o Internet: You may download the form from the Department of Human Rights' website at <https://dhr.illinois.gov/public-contracts/where-to-start.html>.

Form A – Vendor Disclosures

3. Standard Illinois Certifications

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract.

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Illinois Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
4. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

5. For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, 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 who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies 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.
9. 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, Vendor certifies 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.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e).
11. Vendor certifies that it 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 or is actively disputing or seeking resolution), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false 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 500/50-11, 50-60.
12. Vendor certifies that it 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor 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.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Vendor certifies it 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.
19. Vendor certifies 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/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it 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.
21. Vendor certifies that 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 United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it 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.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.
25. Vendor 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.
26. 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 of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. 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. This 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.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States. 30 ILCS 517.
32. Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.
33. Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.
34. Vendor certifies that no procurement or laundering of apparel provided to the State under the contract has been or will be provided through the use of forced labor exploitation. 30 ILCS 500/25-210.

4. Disclosure of Business Operations in Iran

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:

- 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
- 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 may be given a period after the bid or offer is submitted to cure non-disclosure. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

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:

5. Financial Disclosures and Conflicts of Interest

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors.

There are nine steps to this form and each must be completed. A bid, offer, or proposal with an annual value of more than \$100,000 that does not include this form shall be considered non-responsive. Firms seeking a contract requiring architectural, engineering, or land surveying services and procured under the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535/) with a value of more than \$25,000 must provide this form.

The University will consider this form when evaluating the bid, offer, or proposal or awarding the contract. The form will become a material part of the contract.

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

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

This disclosure is submitted for (check one):

- Vendor
- Vendor’s Parent Entity(ies) (show 100% ownership)
- Subcontractor(s)
- Subcontractor’s Parent Entity(ies)

Project Name: _____

Procurement Bulletin Reference #: _____

Vendor Name: _____

Doing Business As (DBA): _____

Disclosing Entity Name: _____

Disclosing Entity’s Parent Entity: _____

Instrument of Ownership or Beneficial Interest (check one):

- Sole Proprietorship
- Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
- Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
- Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
- Not-for-Profit
- Trust Agreement (Beneficiary)
- Other

If you selected Other, please describe: _____.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

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

- Option 1 – Publicly Traded Entities
- 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.
-
- Option 2 – Privately Held Entities with more than 100 Shareholders
- 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.
-
- Option 3 – All other Privately Held Entities, not including Sole Proprietorships
- 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
-
- Option 4 – Foreign Entities
- 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
-
- Option 5 – Not-for-Profit Entities
- Complete Step 2, Option B.
-
- Option 6 – Sole Proprietorships
- Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
 (All entity types, except sole proprietorships, must complete)

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

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$123,420.

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

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

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$123,420.

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

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

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$123,420.
 Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$123,420 or greater than 5% of the total distributive income of the disclosing entity. Yes No

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

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

TABLE – Z	
Name	Address

**STEP 3
DISCLOSURE OF LOBBYIST OR AGENT**

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

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

Name	Address	Relationship to Disclosing Entity

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

**STEP 4
PROHIBITED CONFLICTS OF INTEREST**

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

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No

2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$123,420) of the salary of the Governor? Yes No

3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$205,700)? Yes No

6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor(\$411,400)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

- 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
- 2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
- 3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
- 4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
- 5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
- 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
- 7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
- 8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
- 9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
- 10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

**STEP 7
POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

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

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

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

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

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

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

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

Please explain the procurement relationship:

**STEP 9
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity:

Signature: _____
 Printed Name: _____
 Title: _____
 Phone Number: _____
 Email Address: _____

Date: _____

6. Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

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

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the D/B/A on the business name line and enter the owner’s SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number: _____

or

Employer Identification Number: _____

Legal Status (check one):

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

Form B - IPG Active Registered Vendor Disclosures

Please read the following instructions carefully.

FORM B - IPG Active Registered Vendor Disclosures may be used when the vendor is registered in the Illinois Procurement Gateway (IPG) and does have an active unexpired IPG Number.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.illinois.gov>) and search the "Vendor Directory". If you do not find your company name, you do not have an active, unexpired IPG Number and you must submit FORM A - Vendor Disclosures with your solicitation response.

If the vendor is not registered in the IPG and does not have an active IPG Number with an unexpired date, the vendor must complete and submit the information requested on FORM A - Vendor Disclosures with their response.

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

This form is for vendors who have a valid, active registration in the IPG.

Please read this entire section and provide the requested information as applicable. All parts in Form B - IPG Active Registered Vendor Disclosures must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has registered in the IPG. The State of Illinois Chief Procurement Office approved the registration and provided the IPG Number and Expiration Date disclosed below:

IPG Number: IPG - _____

IPG Expiration Date: _____

2. Certification Timely to this Solicitation

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).

Yes No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by, or do you or your parent entity(ies) employ, a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning this solicitation?

Yes No

If yes, identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Attach an additional page in the same format as provided below, if necessary.

Name	Address	Relationship to Disclosing Entity

Form B - IPG Active Registered Vendor Disclosures

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative, lobbyist, or other agent to obtain this University contract (attach additional documentation as necessary):

4. Disclosure of Pending and Current Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with any units of State of Illinois government?

Yes No

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

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

5. Certification of Compliance with 30 ILCS 500/25-210

Vendor certifies that no procurement or laundering of apparel provided to the State under the contract has been or will be provided through the use of forced labor exploitation. 30 ILCS 500/25-210.

6. Signature

As of the date signed below, I certify that:

1. My business information, certifications and disclosures contained within the IPG are truthful, accurate and current.
2. The certifications and disclosures made in this Form B - IPG Active Registered Vendor Disclosures are truthful and accurate.

This Form B - IPG Active Registered Vendor Disclosures is signed by an authorized officer or employee on behalf of the bidder, offeror, vendor, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This information is submitted on behalf of:

Vendor Contact: _____	Signature: _____
Vendor Name: _____	Phone: _____
Street Address: _____	City, State, Zip: _____
Vendor Email: _____	Date: _____