

State of Illinois

Public Institutions of  
Higher Education

Request for Proposal  
for  
Professional and Artistic Services



Online Learning Support Services  
ALS273

*All proposers are required to register with the State Board of Elections. Failure to do so will result in the proposer being deemed non-responsive. You are not required to submit proof of registration. Refer to the State Board of Elections website at [www.election.il.gov](http://www.election.il.gov).*

Proposers must be registered to do business in the State of Illinois with the Secretary of State. Proposer must be in good standing in order to be considered. Refer to Website: [www.ilsos.gov/corporatellc/](http://www.ilsos.gov/corporatellc/).



**Request for Proposal  
For Professional & Artistic Services**

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The Board of Trustees of the University of Illinois requests proposals from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes an Offer.

**Brief description:**

The Board of Trustees of the University of Illinois on behalf of the University of Illinois at Chicago ("University") is seeking proposals from qualified firms ("Proposers") to provide Online Learning Support Services. There is no guarantee of maximum utilization or expenditure with any successful respondent during the contract period.

Please read the entire solicitation package and submit your Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instructions pages with Offers. Vendors should keep the Instructions and a copy of Offers for future reference.

**Overview:**

The Department of Biomedical and Health Information Sciences (BHIS) is one of five departments in the College of Applied Health Sciences at the University of Illinois at Chicago. The department offers undergraduate, graduate, and IBHE certificate programs in Health informatics (HI), Health Information Management (HIM), and Biomedical Visualization (BVIS). These programs are all accredited by their respective accrediting agencies.

The department currently has 18 full-time and five part-time faculty, five staff, and utilizes the services of 61 paid adjunct instructors. For the fall semester 2013, a total of 665 BHIS students were registered for courses, including 452 in health informatics (all online in the MS and post-master certificate programs), 170 in health information management (58 students in the blended on-campus BS program; the remainder online in the BS and post-baccalaureate programs), and 43 in the biomedical visualization MS program (all on-campus). Over 900 students are considered enrolled in the Department's programs though, as the numbers above indicate, not all were enrolled for classes during the fall semester.

The BHIS degree and certificate programs continue to be in high demand. The number of applications to these programs regularly exceeds the available seats by a large margin; as a result, the programs are very selective and the quality of the students in the department's curricula has been steadily increasing during the last five years.

While both the HI and HIM programs are attracting a number of highly qualified students at the present time, faculty members anticipate the impact from government incentives will be diminishing and the pull from emerging competitive programs will be felt. Although faculty generally feel HI enrollments will continue to grow though at a much lower level in the near future, there is general agreement enrollments should increase significantly in the online delivery of the HIM programs over the next five years. Because the government's ARRA funding will cease over the next two years, the industry will be evolving from the implementation of new systems toward the maximization of functionality available from installed systems and the analysis of the large amounts of data collected from the use of these systems. Further, management and operational changes to accommodate ICD-10 coding will impact the industry thru 2015 and beyond. Health systems, hospitals, and ambulatory practices will strive to gain a strategic advantage from utilizing the multiple data points collected and available in their recently implemented electronic health record systems. This will require a breed of professionals educated in comparative effective research and process improvement techniques which will differ from the current students desire to learn the industry with the intent of obtaining a new job position. The implication of these future requirements on health informatics and health information management academic programs dictates a changed focus to greater emphasis on research,

data assimilation and analysis, and leadership skills. Also, the BHIS Department’s strategic plan identifies online continuing education in each of the Department’s three disciplines a strategic opportunity during the coming 3-5 year period.

HI is the largest program of its kind nationally and the first accredited program in this industry segment. Greater than 65% of the students enrolled in this program have clinical backgrounds (i.e., MD, RN, DNP, PharmD, etc.) and the average is 39 y/o. The accredited HIM program is an educational leader often cited as a pioneer in the online delivery mode and one of the leading undergraduate online programs in higher education. Both programs are led by committed, experienced, and diverse faculties complemented by strong adjunct instructors that actively practice in the industry. The programs have been and continue to be responsive to industry changes. In addition, both programs have been regularly recognized for teaching excellence.

An academic partnership was established in late 2007; the current contract with this academic partner is expiring in early 2015. This relationship has been beneficial in terms of program growth and quality. During the term of this contract, the UIC online programs have grown from 20 students registered for classes in the fall of 2007 to over 600 students registered for classes in the fall of 2013. More than 800 students are currently enrolled in the Department’s HI and HIM online programs. Further, graduates of the HIM programs in particular enjoy a high pass rate on the Registered Health Information Administrator (RHIA) credentialing exam, far exceeding the national average.

This Request for Proposal is developed to assess the distance education support industry for possible solutions that may best meet UIC’s specifications and plans for the period 2015 through 2024. UIC strongly desires no interruption of services to current and future students. UIC will continue to use the Banner Student Information system and the BlackBoard Learning Management system.

Public Act 93-0228 is referred to as “Truth-in-Tuition”. In accordance with this law, the University of Illinois at Chicago provides eligible undergraduate students a fixed tuition rate for a time period of four (4) continuous academic years beginning with the student’s initial term of enrollment. To be eligible, students must be Illinois residents, be undergraduate students, and be seeking a degree for the first time.

For the purposes of this RFP (to help determine revenue percentage or per student fee), the Fall 2014 online tuition rates are as follows:

Health Information Management online undergraduate BS Program	\$500 per credit hour
Health Informatics online MS and Post Master Certificate Programs and Health Information Management Post Bachelorette Certificate Program	\$735 per credit hour

Please adhere to form and content of the Request for Proposal requirements or Offers may not be considered.

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.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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## A. Instructions for Submitting Offers

**A.1 Responding to the Solicitation:** Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor's situation, then enter "N/A".

**A.2 Published Procurement Information:** The University publishes procurement information, including updates, on the Illinois Public Higher Education Procurement Bulletin (<http://www.procure.stateuniv.state.il.us>) ("Bulletin"). Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The State will not be held responsible if Vendor fails to receive the optional e-mail notices.

**A.3 Solicitation Contact:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss the solicitation or any Offer, directly or indirectly, with any University officer or employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any other person.

**Solicitation Contact:** Arlene L. Shorter

**Phone:** 312-413-4068

**University Name:** University of Illinois at Chicago

**Fax:** 312-996-3135

**Street Address:** 809 South Marshfield Ave., 3<sup>rd</sup> Floor

**Email:** shorter@uillinois.edu

**City, State Zip:** Chicago, IL 60612

**A.4 Vendor Questions / University Responses:** All questions that pertain to this solicitation, other than those raised at any Vendor conference, must be in written form and submitted to the Solicitation Contact no later than **Wednesday, July 30, 2014**. Questions received and University responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for Addendums and other updates.

**A.5 Vendor Conferences / Site Visits:** ☒ Yes ☐ No Mandatory Attendance: ☐ Yes ☒ No ☐ N/A

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

Date: **Tuesday, July 22, 2014**

Time: **10:00 AM CST**

Location: 809 South Marshfield, 3<sup>rd</sup> Floor  
Chicago, IL 60612

Additional Information:

**A.6 Due Date, Time and Address for Submission of Offers:** Offers will be opened at the "Submit/Deliver Offers To" address provided below at the "Offer Due Date & Time" specified below.

**A.6.1 Offer Due Date:** Thursday, August 7, 2014

Time: **3:00 PM CST**

**A.6.2 Submit/Deliver Offers To:**  
**University:** University of Illinois at Chicago

Label (outside of envelopes/containers):  
Sealed Offer – Do Not Open

**Attn:** Arlene L. Shorter

**Project Title:** Online Learning Support Services

**Address:** 809 South Marshfield Ave., 3<sup>rd</sup> Floor

**Reference #:** ALS273

**City, State Zip:** Chicago, IL 60612

**Due Date & Time:** Thursday, August 7, 2014  
3:00 PM. CST

*Vendor Name*

- A.7 Submission of Offers:** Offers must be submitted in two packets as shown below and clearly labeled with the Request for Proposal title, the packet number, the Offeror's name and the wording: **"Sealed Offer – Do Not Open"**.

Packet 1 shall contain the Vendor's response to the Specifications/Qualifications/Statement of Work and all other non-pricing related information requested, including but not limited to the Offer Letter and Attachments.

Packet 2 shall ONLY include Vendor's Pricing Offer provided in Section 2. **DO NOT INCLUDE ANYTHING EXCEPT PRICING IN PACKET 2.**

Seal each packet separately and label with the packet number. The two separately sealed packets may be submitted together in one shipping box or may be submitted separately in two individual shipping boxes.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or Other Electronic Media
Specifications/Qualifications/Statement of Work & Required Forms – Packet 1	1	5	
Pricing – Packet 2	1	5	

- A.8 Late Submission:** Offers submitted late will not be considered. Late submissions may be returned at Vendors' request and expense.
- A.9 Offer Firm Time:** The Offer must remain firm for **270** days from opening.
- A.10 Security:** Performance Bond: N/A If a performance bond is required, Vendor must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The form of security must be acceptable to the University.
- A.11 Small Business Set-Aside:** ☐ Yes ☒ No. If "Yes" is marked, Vendor must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate Vendor's Offer. For complete requirements, visit (<http://www2.illinois.gov/cms/business/sell2/sbsp/Pages/default.aspx>).
- A.12 Employment Tax Credit:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.13 Governing Law and Forum:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) (<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=532&ChapterID=7>) and the Standard Procurement Rules (44 Ill. Admin. 4) (<http://www.ilga.gov/commission/jcar/admincode/044/04400004sections.html>) are applicable to this solicitation.
- A.14 Public Records and Requests for Confidential Treatment:** Offers become the property of the University. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Vendor requests in its Offer that the University treat certain information as confidential. A request for confidential treatment will not supersede the University's legal obligations under FOIA. The University will not honor requests to keep entire Offers confidential. Vendors must show the specific grounds in FOIA or other law or rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor's name, the substance of the Offer, and the price. If Vendor requests confidential treatment, Vendor must submit additional copy/copies of the Offer with proposed confidential information redacted. This redacted copy

must tell the general nature of the material removed, and shall retain as much of the Offer as possible. On **Attachment EE**, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor's request for confidential treatment. Vendor agrees the University may copy the Offer to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.

**A.15 Reservations:** Vendor must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The University reserves the right to amend the solicitation, reject any or all Offers, award by item, group of items, or grand total, and waive minor defects. The University may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The University may request best and finals when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Vendor provide additional information and otherwise cooperate with the University. If a Vendor does not comply with requests for information or cooperate, the University may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Vendor to an award or a 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 Offer. Awarded Vendor(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract.

**A.16 "Prohibited Bidder":** No person or business who contracts with a State agency to write specifications or submitted unsolicited specifications to meet this procurement need shall submit a bid or proposal or receive a contract for this procurement (30 ILCS 500/50-10.5). If you are unsure of your eligibility to submit a response, contact the solicitation contact.

**A.17 Protest Review Office:** Vendor may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules (44 Ill. Admin. Code 4.5550). For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office	Phone: (217) 558-3724
Attn: Protest Review Office	Facsimile: (217) 558-2164
401 S. Spring Street	
Suite 514 Stratton Office Building	Illinois Relay: (800) 526-0844
Springfield, IL 62706	

## B. Selection of Vendor

**B.1 Evaluation Process:** The University evaluates three categories of information: Responsiveness, Responsibility, and Price. The University will consider the information provided and the quality of that information when evaluating Offers. If the University finds a failure or deficiency, the University may reject the Offer or reflect the failure or deficiency in the evaluation.

**B.1.1 RESPONSIVENESS:** A responsive Offeror is one who has submitted an Offer that conforms in all material respects to the Request for Proposal. Note that completeness of the Offer (e.g. filling in blanks, signing and providing identified forms) is a part of the evaluation of responsiveness.

**B.1.1.1** The University will determine whether vendor's Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a vendor correct deficiencies as a condition of further evaluation.

**B.1.1.2** The University will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed.

**B.1.2 RESPONSIBILITY:** A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The University will determine whether the Offeror is a "Responsible" Offeror and one with whom the University can or should do business. The University may consider factors including the following:

**B.1.2.1** Political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the bidder's probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

**B.1.2.2** Awarded Vendors must at all times, including during any resulting contract, have financial resources sufficient, in the opinion of the University to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the Contract if the Vendor lacks the financial resources to perform under the Contract.

**B.2 Evaluation of Qualifications:** We will determine how well Offers meet the Responsiveness requirements. We will rank Offers, without consideration of Price, from best to least qualified using a point ranking system as an aid in conducting the evaluation. The chart below shows the elements of Responsiveness that we will evaluate and the maximum number of points possible. The total number of points for Responsiveness is: 100%.

Responsiveness Elements	Maximum # of Points Possible
<b>B.2.1</b> Demonstrated expertise and experience supporting programs similar to University's health informatics and health information management programs	30

<b>B.2.2</b>	Ability of the Proposer to perform the requested services and fulfill any reporting requirements as reflected by:	30
	<ul style="list-style-type: none"> <li>➤ Technical training and education;</li> <li>➤ General experience;</li> <li>➤ Specific experience with services being requested;</li> <li>➤ Qualifications and abilities to perform the services being requested; and</li> <li>➤ Memberships in Professional Organizations.</li> </ul>	
<b>B.2.3</b>	Demonstrated ability of the Proposer to establish support services seamlessly from the demonstrated contract inception date (Proposer is encouraged to include a project timeline that illustrates their plan to satisfy these requirements; in other words, Proposer must detail how these milestones and timelines will be achieved)	20
	<ul style="list-style-type: none"> <li>➤ Initiate and launch project to achieve full operations within a maximum of 60 days after project initiation</li> <li>➤ Build marketing and other collateral assets within a maximum of 60 days after project initiation</li> <li>➤ Establish pipeline of student applicants within a maximum of 180 days after project initiation</li> <li>➤ Initiate contact and assume advising for over 800 online students within a maximum of 180 days after project initiation</li> <li>➤ Other specific tasks and timelines as necessary</li> </ul>	
<b>B.2.4</b>	Favorable recommendation from referenced clients where similar or like services are be have been performed (see attachment HH).	10
<b>B.2.5</b>	Compliance with RFP specifications	5
<b>B.2.6</b>	Overall quality and completeness of response	5

- B.3 Price:** After completion of the responsiveness evaluation, price information from all offers will be opened, evaluated for compliance with pricing requirements and ranked from lowest to highest price. Using this information we will attempt to negotiate a fair and reasonable price with the Vendor determined to be the best qualified. If we cannot negotiate a fair and reasonable price, we reserve the right to negotiate with the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

**End of Instructions**

**C. Offer Letter****Project Title / Reference #: Online Learning Support Services / ALS273**

The undersigned authorized representative of the identified Vendor hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the University that the University may accept.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation or our response. We understand that failure to meet all requirements may be cause for disqualification.

1. **Solicitation and Contract Review:** We have reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how we will meet the requirements of the University.  
☐ Yes ☐ No
2. **Addenda:** We acknowledge receipt of any and all addendums to the solicitation and have taken those into account in making this Offer.  
☐ Yes ☐ No ☐ N/A
3. **Vendor Conference:** We attended the Vendor Conference.  
☐ Yes ☐ No ☐ N/A
4. **Offer Submission:** We are submitting the correct number of copies, in a properly labeled container(s), addressed to the correct location.  
☐ Yes ☐ No
5. **Security:** We are submitting our Performance Bond.  
☐ Yes ☐ No ☐ N/A
6. We have enclosed the completed items as shown below:

**Packet 1**

Vendor's Proposed Solution to Meet the University's Requirements

Milestones and Deliverables

Vendor/Staff Specifications

Transportation and Delivery Terms

Subcontracting Disclosed

Where Services Are to Be Performed

Standard Terms and Conditions

Supplemental Terms and Conditions

Certifications

State Board of Elections Registration

Disclosure of Business in Iran

Authorization to do Business in Illinois

Subcontractor Information

Vendor Exceptions

Vendor Confidential Information, including redacted copy of proposal

Illinois Department of Human Rights Public Contracts Number

Business Directory Information

References

Financial Disclosures and Conflicts of Interest (**signed**)

Taxpayer Identification Number

Section 1.3

☐ Yes ☐ No

Section 1.4

☐ Yes ☐ No

Section 1.5

☐ Yes ☐ No

Section 1.6

☐ Yes ☐ No ☐ N/A

Section 1.7

☐ Yes ☐ No ☐ N/A

Section 1.8

☐ Yes ☐ No ☐ N/A

Attachment AA

☐ Yes ☐ No

Attachment BB

☐ Yes ☐ No

Attachment CC

☐ Yes ☐ No

Attachment CC, #27

☐ Yes ☐ No ☐ N/A

Attachment CC, #28

☐ Yes ☐ No

Attachment CC, #29

☐ Yes ☐ No ☐ N/A

Attachment DD

☐ Yes ☐ No ☐ N/A

Attachment EE

☐ Yes ☐ No

Attachment EE

☐ Yes ☐ No ☐ N/A

Attachment FF

☐ Yes ☐ No ☐ N/A

Attachment GG

☐ Yes ☐ No

Attachment HH

☐ Yes ☐ No ☐ N/A

Attachment II

☐ Yes ☐ No

Attachment JJ

☐ Yes ☐ No

**Packet 2**

Pricing in a separately sealed envelope or container:

Section 2

☐ Yes ☐ No

7. **Preferences/Special Programs:** The Illinois Procurement Code provides various preferences and special programs to promote business opportunities in Illinois. We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this Offer. We have provided an explanation of qualification. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

- ☐ Resident Bidder (30 ILCS 500/45-10).
- ☐ Soybean Oil-Based Ink (30 ILCS 500/45-15).
- ☐ Recycled Materials (30 ILCS 500/45-20).
- ☐ Recycled Paper (30 ILCS 500/45-25).
- ☐ Environmentally Preferable Supplies (30 ILCS 500/45-26).
- ☐ Correctional Industries (30 ILCS 500/45-30).
- ☐ Sheltered Workshops for the Severely Handicapped (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).
- ☐ Disabled Veterans (30 ILCS 500/45-57).
- ☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- ☐ Biobased Products (30 ILCS 500/45-75).
- ☐ Historic Preference Area (30 ILCS 500/45-80).
- ☐ Procurement of Domestic Products (30 ILCS 517).
- ☐ Public Purchases in Other State (30 ILCS 520).
- ☐ Illinois Mined Coal Act (30 ILCS 555).
- ☐ Steel Products Procurement (30 ILCS 565).
- ☐ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- ☐ Veteran's Preference (330 ILCS 55).

Items that Qualify and Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We certify that no alterations or modifications have been made to the original content of this solicitation or other related procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are clearly noted in **Attachment EE**. We understand that failure to comply with this requirement may result in our Offer being disqualified and, if determined to be a deliberate attempt to misrepresent our Offer, may be considered as sufficient basis for suspension or debarment from consideration for future contract awards.

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

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

Printed Name of Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

## 1. Specifications/Qualifications/Statement of Work

### 1.1. University's Need for Services:

Proposers are encouraged to identify and propose additional features that may enhance the system that are not included in RFP. Due to multiple employment sites preference may be given to vendors with state wide service provisions and multicultural resources.–Note the words “vendor”, “contractor”, and “partner” are interchangeable throughout this RFP.

### 1.2. Services Required:

The University seeks turnkey administrative support and assistance to deliver high quality online programs to a wide professional audience throughout the world while utilizing the current on-campus rules, policies, and technology infrastructure. The successful vendor will operate under University guidance and assume responsibility for marketing, recruiting, advising, and retaining students in the BHIS Department’s well-established online degree and certificate programs.

The University and the BHIS Department are committed to advancing six overarching goals:

- Focus on our academic excellence, student access and student success;
- Emphasize transformative impact and the social good;
- Grow our translational, entrepreneurial and engaged research and discovery enterprise to include many approaches to knowing;
- Foster diversity and a global perspective;
- Honor and partner with Chicago and the State to enhance the human condition of its citizens; and
- Innovate within to build greater efficiencies and future strengths

#### 1.2.1. Services to Be Performed

Contractor should demonstrate through documentation, current references, and examples in providing the ability to work with large, research universities similar to the University of Illinois at Chicago and with other Allied Health online programs. Documentation, including student enrollment growth working with other Allied Health online programs must be included in the response. Contractor shall also provide evidence of the following responsibilities:

- 1.2.1.1. Contractor will be required to provide the University and the BHIS Department with marketing, recruiting, advising, and retention services for the existing well-established HI and HIM online degree and certificate programs to a wide professional audience (e.g., MD, RN, DNP, PharmD, etc.) throughout the world while utilizing the current on-campus rules, policies and procedures, and technology infrastructure. For purposes of RFP evaluation, responses should provide documentation on how these services will be delivered and, because UIC desires no interruption in services to current and future students, how the successful Vendor(s) will facilitate an effective and positive transition and change from the currently working academic partner environment, including time to fully deploy marketing assets, time required to build a sufficient lead database, and the expected latency time required to convert leads to enrolled students. These services include but are not limited to the following:
  - **Marketing:** Design, develop, and produce all programmatic promotional materials; develop appropriate marketing strategies, obtaining mailing lists, distributing marketing materials to prospective students; optimize internet portals and directories; distribute press releases; administer marketing campaigns; provide presence at a minimum of three major trade shows; execute all marketing initiatives; report results regularly.

➤ **Recruiting:** Respond to all applicant questions within 12 hours of receiving a question during normal business hours and within 48 hours over weekends, which is consistent with BHIS policies; accommodate all requests for information; promote, inform, and mentor applicants through the application process; provide follow-up as appropriate; review financial aid options; report recruiting results regularly.

➤ **Advising and retention:** Assure students are prepared to start their programs by having the proper technology; follow-up, advise, and assist students with course selection; follow-up on registration and course availability issues; track student status including but not limited to Graduate College limited standing, probation, and dismissal processes; identify at risk students for faculty action; support faculty needs with appropriate student follow-up as necessary, remind students about various deadline dates; answer student questions and attend to student needs regarding administrative processes; report student retention results regularly.

Contractor must explain and document how these various services will be provided during the length of this contract, including a process (project tasks and timelines) which facilitates a positive and seamless transition from the current academic partner.

1.2.1.2. Contractor will also provide evidence of the following:

1.2.1.2.1. Initiate and launch project to achieve full operations within a maximum of 60 days after project initiation

1.2.1.2.2. Build marketing and other collateral assets within a maximum of 60 days after project initiation

1.2.1.2.3. Establish pipeline of student applicants within a maximum of 180 days after project initiation

1.2.1.2.4. Initiate contact and assume advising for over 800 online students within a maximum of 180 days after project initiation

1.2.1.2.5. Other specific tasks and timelines as necessary

1.2.1.3. Contractor must have an extensive and proven track record of no less than seven years in developing and managing large distance learning programs using a proven predictable operational model and must provide documentation of the unique and proven operational processes used to deliver large online programs to professional audiences.

1.2.1.4. Contractor must demonstrate and document an understanding of the Health Informatics and Health Information Management higher education markets, including how these may be similar and/or differ from other undergraduate and graduate programs.

1.2.1.5. Contractor must demonstrate an understanding of the many current issues facing academia, the development of curricula, the required infrastructure to support distance education, and how to develop financial feasibility models to identify a proven return on investment. Contractor(s) are encouraged to provide documentation of how UIC will be assisted to better understand and manage these issues.

1.2.1.6. Contractor must explain its ability to provide consultative services to UIC; these may include but not be limited to building online courses by providing course design and programming services, content development via audio or visual modes to be included in course and promotional sites, operational and management best practices, and other

consulting services. Contractor must state if these services are included in basic fee cost or may be considered for additional fees.

- 1.2.1.7. Graduation and successful matriculation in our programs is a goal of the University and the BHIS Department. Contractor must demonstrate their ability to encourage student retention and persistence, including a description of your ability to provide relevant supplementary online support such as tutoring, remedial laboratories, learning aids, etc., to best support students.
- 1.2.1.8. Contractor will have the ability to provide BlackBoard compatible relevant off-the-shelf digital content, including instructional materials, test banks, e-books, course evaluation, and student outcome measurement tools that faculty can readily incorporate into existing and future online courses. Documentation must be provided that details the availability and cost of these resources.
- 1.2.1.9. Contractor must explain its ability to provide market research, competitive analysis, and new program feasibility studies to assist UIC in best positioning its online programs vis-a-vis the industry, and most particularly how the UIC programs can differentiate themselves from other similar competitive programs. Explanations must include specific examples on how this will be accomplished and references where these services have been provided to other universities. Contractor must state if these services are included in basic fee cost or may be considered at additional cost.
- 1.2.1.10. Contractor will be compensated based on the number of students in the aforementioned programs determined after the add/drop date; UIC employees and other students receiving tuition waivers will not be included in the Contractor's compensation.

**1.3. Vendor's Proposed Solution to Meet the State's Requirements:** Respond in the space below or in the following prescribed format. Additional pages may be added if necessary.

**1.4. Milestones and Deliverables**

Contractor will provide weekly, monthly, semester, and annual reports which document activities and demonstrate growth of student numbers in the aforementioned programs. Contractor will meet with program management on a regular basis in order to plan future activities and modify approach as necessary.

**1.5. Vendor and Staffing Specifications:**

- 1.5.1.** Provide the name, address, telephone and email address of primary contact of the company.
- 1.5.2.** Provide your company's information including: philosophy of your firm, company background, years in business, volume of clients, number of employees, etc.
- 1.5.3.** Provide resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outline in this RFP including, but limited to:
  - Technical training and education;
  - General experience
  - Specific experience with services being requested; res
  - Qualifications and abilities to perform the services being requested; and
  - Memberships in professional organizations.
- 1.5.4.** Provide a minimum of nine (9) references of current and past contracts similar in scope and statue to UIC. At least six (6) must be for current contracts. Provide detailed information including whether the reference is from a current or past contract, full university name, address, and contact person's name, phone number, and email address (if known) for reference cited. See attachment HH.

- 1.5.5.** This project is to begin in mid-February, 2015. Can your organization begin providing the necessary services in order for the University to meet its implementation time frame as stated in the specification without disruption of services to current students?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

If yes, please explain in detail how you will be able to assist in UIC meeting its goals.

**1.6. Transportation and Delivery Terms:**

Travel expenses within a 50-mile radius of the University of Illinois are not allowed. Other travel expenses will be reimbursed with prior approval at rates in accordance with Section 15 of the Business and Financial Policies and Procedures Manual of the University of Illinois Office Of Business and Financial Services, available at <http://www.obfs.uillinois.edu/manual/#s15> .

**Proposer understands and must follow the Travel Expenses Clause.**

Accepts \_\_\_\_\_

Does not Accept \_\_\_\_\_

**1.7. Subcontracting**

- 1.7.1 Subcontracting ☐ is ☒ is not allowed.

For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Vendor must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will received under the contract in **Attachment DD - Subcontractor Information**.

- 1.7.2 For goods and/or services contemplated in this Offer and the resulting contract, the maximum percentage allowed to be provided by a subcontractor is \_\_\_\_\_0%.

- 1.7.3 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of this contract and the amount to be paid to each.

**1.8 Where Services are to be Performed**

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

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

- 1.8.3 Location where services will be performed:  
Services will be performed online from sites in the United States.

Percentage of services performed at this location:  
100%

**1.9 Term**

- 1.9.1 This contract has an initial term of seven years beginning February 15, 2015, or upon the last dated signature of the Parties, and end February 14, 2022.

- 1.9.2 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

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

**1.10. Renewal**

- 1.10.1 The resulting Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

The University reserves the right to renew for a total of 1, 3-year period.

- 1.10.2 Any renewal is subject to the same terms and conditions as the original contract except as otherwise stated in this solicitation or resulting contract.

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

- 1.10.4 The contract may not renew automatically nor renew solely at the Vendor's option.

**1.11 Termination for Cause**

- 1.11.1 The University may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the University that it is unable or unwilling to perform the contract.

- 1.11.2. If Vendor fails to perform to the University's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

- 1.11.3. For termination due to any of the causes contained in this section, the University retains its right to seek any available legal or equitable remedies and damages.

**1.12 Termination for Convenience**

The University may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

**Include Section 1 and any attachments in Packet 1**

## 2. Pricing

### 2.1 Format of Pricing:

2.1.1 Contractor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Proposal. Contractor's Price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Contractor's entire Offer non-responsive and ineligible for award.

2.1.2 Pricing shall be submitted in the following format:

Prices for this proposal are as follows: The number of students will be determined as the number of students registered in the HI and HIM online programs after the official add/drop date each semester, minus those students: a) already matriculating in the HI and HIM online programs prior to the date of this contract; and b) that have been granted UIC authorized tuition waivers. At the end of each semester, the BHIS Department will provide a report from the student registration system (Banner) identifying all of the HI and HIM online program curriculum codes, the names of all students in these codes registered for classes, the number of credit hours and courses completed per student, and the total tuition paid. Contractor will use this report each semester for the base data upon which to develop an invoice. Contractor will propose pricing based on a fee per student model OR a percent of total tuition collected.

UIC desires a vested academic partner that shares in the financial risk and reward for the BHIS online programs they support. The Contractor should plan to be compensated in a tuition revenue-sharing model whereby any investment of working capital to develop an operational environment to support of UIC's partner programs is the Contractor's responsibility. The Contractor is then incented to perform at the highest levels in view of the fact that once a new successful revenue stream is established, the Contractor shares in the tuition revenues realized. This model aligns the Contractor's interests with UIC's and sets up a dynamic relationship between the organizations; in other words, we both have the same objectives for success. If UIC is successful, then the Contractor is successful. In this scenario UIC pays for performance rather than for specific services or for specific numbers of staff to provide the required support.

The Contractor will furnish all services as identified in this RFP for the seven-year period beginning February 15, 2015 through February 14, 2022 and be compensated by a pre-determined tuition revenue sharing model. The Contractor should recognize there are BHIS multiple programs to be supported and should consider differential pricing based on the specific program being supported. These rates will be based on the total number of students matriculating in a given semester and/or on the total tuition revenue received (see 2.1.2 above), and should be stated below in section 2.2:

2.2 **Type of Pricing:** Pricing under this contract is ☐ firm ☐ estimated \$\_\_\_\_\_.

List any dependencies that will add to or modify this pricing proposal.

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2.3 **Expenses Allowed:** ☒ Expenses are not allowed ☐ are allowed as follows:

2.4 **Discount:** The University may receive a \_\_\_\_% discount for payment within \_\_\_\_ days of receipt of correct invoice.

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

# STATE OF ILLINOIS

## REQUEST FOR PROPOSAL

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### 2.6 Renewal

2.6.1 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the university formula is shown below, Vendor shall calculate renewal rates using that formula.

2.6.1.1 University Formula for Determining Renewal Compensation: Will you agree to adjust price based on the percentage change in the United States Department of Labor Bureau of Labor Statistics for Midwest Region All Items, 1982-1984=100 - CUUR0200SA0?

2.6.1.2 Offeror's Price for Renewal(s): \_\_\_\_\_

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

2.7.1 Vendor shall not bill for any taxes unless accompanied by proof that the university is subject to the tax. If necessary, Vendor may request the university's Illinois tax exemption number and federal tax exemption information.

2.7.2 Vendor shall invoice at the end of each semester unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

**Include Section 2 and any attachments in Packet 2**

## Attachment AA – Standard Terms and Conditions

1. **Resulting Contract:** The Vendor's proposal and the Request for Proposal may be appended to the resulting contract. In the event of any conflict, inconsistency or dispute, the order of precedence shall be the resulting contract language, the Proposal and then the Request for Proposal.
2. **Payment Terms and Conditions:**
  - 2.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices shall have no force and effect.
  - 2.2 **Minority Contractor Initiative:** The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
  - 2.3 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
  - 2.4 **Prevailing Wage:** Certain services require vendors to pay prevailing wage rates. If applicable and as a condition of receiving payment Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. The prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Department's official website (<http://www.state.il.us/agency/idol/index.htm>). Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. See **Attachment BB** for Supplemental Provisions.
  - 2.5 **Federal Funds:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved which are federally funded and the dollar amount of such federal funds will be disclosed.
  - 2.6 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the University as provided in the resulting contract. Invoices may be subject to statutory offset. 30 ILCS 210.
    - 2.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the university is subject to the tax. If necessary, Vendor may request the university's Illinois tax exemption number and federal tax exemption information.
    - 2.6.2 Vendor shall invoice, as provided in the resulting contract, 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.
3. **Assignment and Subcontracting:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the University. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe, in an attachment, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall notify the University of any additional or substitute subcontractors hired during the term of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the University. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify the University, by written amendment to the Contract, of the

names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

- 4. Audit/Retention of Records:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 5. Time is of the Essence:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- 6. No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7. 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, labor disputes, 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.
- 8. Confidential Information:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 9. Freedom of Information Act:** This 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 this contract. 5 ILCS 140.
- 10. Use and Ownership:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual

property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

- 11. Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 12. Insurance:** Vendor shall, at all time during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the University. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$3,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 13. Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University. All payments by the University shall be made on the basis of Vendor being an independent contractor of the University.
- 14. Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the University's president if Vendor solicits or intends to solicit University employees to perform any work under this contract.
- 15. Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may conduct, at its expense, background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- 16. Applicable Law:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Admin. Code 750. Any claim against the University arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The University shall not enter into binding arbitration to resolve any contract dispute. The University does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>).
- 17. Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 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 shall assign to the University rights, title and interest in and to the claim or cause of action.
- 19. Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an university or otherwise approves, he/she does so as approving officer and shall have no liability to Vendor.

- 20. Notices:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 21. Modifications and Survival:** Amendments, 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, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 22. Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 23. Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 24. Warranties for Supplies and Services**
- 24.1** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.
- 24.2** Vendor shall insure that all manufacturers' warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University's payment, acceptance, inspection, or failure to inspect the supplies.
- 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 shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.
- 24.4** Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.
- 25. Reporting:**
- 25.1** Vendor shall immediately notify the University of any event that may have a material impact on Vendor's ability to perform the contract.
- 25.2** By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

## Attachment BB – Supplemental Provisions

### 1. University Supplemental Provisions:

- ☐ University Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
- ☐ Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4).
- ☐ Prevailing Wage (for example: janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) (30 ILCS 500/25-60). Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- ☐ University Specific Terms and Conditions
- ☐ Other (describe)\_\_\_\_\_

### 2. Vendor Supplemental Provisions

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

## Attachment CC – 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 the 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 the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.

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

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

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 Certification requirements, one or more of the following sanctions will apply:
  - a. the contract may be void by operation of law,
  - b. the Chief Procurement Officer may void the contract, and
  - c. 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 certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** 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.
4. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** 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 were 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.
5. 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.
6. 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.
7. 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. 30 ILCS 500/50-10.5.

8. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e).
9. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
10. 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. 30 ILCS 500/50-12.
11. 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.
12. 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.
13. Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
14. 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.
15. 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.
16. 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 University grants an exception in writing. 30 ILCS 565.
17. Drug Free Workplace
  - 17.1 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. 30 ILCS 580
  - 17.2 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.
18. 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.
19. 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.
20. 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.
21. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
24. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
25. **This applies to information technology contracts and is otherwise not applicable.** 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](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
26. 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 the United States. 30 ILCS 517.
27. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.
28. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
29. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.

30. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois 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.**
- ☐ **Vendor is a not-for-profit entity.**
- or**
- ☐ **Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when vendor's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, vendor must register.)**
- ☐ **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. (include a copy of Vendor's registration certificate)**

31. 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.

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

**or**

☐ **The following business operations are disclosed to comply with the above cited law:** \_\_\_\_\_

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

32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or Offer will be disqualified.

**Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.**

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☐ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Vendor to provide evidence of compliance before award.
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

## Attachment DD – Subcontractor Information

1. Will subcontractors be utilized? ☐ Yes ☐ No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with an annual value of \$50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.  
  
Subcontractor Name:  
Business Enterprise Program (BEP) Certification # (if applicable):  
Anticipated/Estimated Amount to Be Paid:  
Address:  
Description of work:  
  
Subcontractor Name:  
Business Enterprise Program (BEP) Certification # (if applicable):  
Anticipated/Estimated Amount to Be Paid:  
Address:  
Description of Work:
3. All subcontracts with an annual value of \$50,000 or more must include the Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

## Attachment EE – Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page and provided as part of the resulting contract. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor's Offer.

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

	<b>EXCEPTIONS TO STANDARD TERMS AND CONDITIONS</b>
Page # / Section / Subsection #	State the exception such as "add," "replace," and/or "delete."

	<b>CONFIDENTIAL INFORMATION – Include a redacted copy of the proposal.</b>
Page # / Section / Subsection #	State the information being claimed as confidential and the statutory basis for each claim. Include supporting information.

## Attachment FF – Illinois Department of Human Rights Public Contract Number

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 Offer Due Date (775 ILCS 5/2-101). If the University cannot confirm compliance, it will not be able to consider a Vendor's Offer. Please complete the appropriate sections below:

Name of Company (and DBA): \_\_\_\_\_.

☐ (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. IDHR Public Contracts Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_. (Valid numbers begin with 900000-00-0.)

3. If a valid number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:  
\_\_\_\_\_

4. 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)).

5. Vendor may obtain an application form by:

Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

## Attachment GG – Business Information

1. Name of Business (official name and DBA)
2. Business Headquarters (address, phone and fax)
3. If a Division or Subsidiary of another organization provide the name and address of the parent
4. Billing Address
5. Name of Chief Executive Officer
6. Vendor Contact (name, title, address, phone, toll-free number, fax, and e-mail)
7. Company Web Site Address
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
9. Length of time in business
10. Annual Sales for Vendor's most recently completed fiscal year
11. Show number of full-time employees, on average, during the most recent fiscal year
12. Is your company at least 51% owned and controlled by individuals in one of the following categories? ☐ Yes ☐ No

If "Yes," please check the category that applies:

- ☐ Minority (30 ILCS 575/2(A)(1) & (3))
- ☐ Female (30 ILCS 575/2(A)(2) & (4))
- ☐ Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))
- ☐ Disadvantaged (49 CFR 26) & (49 CFR 23)
- ☐ Veteran (30 ILCS 500/45-57)
- ☐ Small Business (30 ILCS 500/45-45)

## Attachment HH - References

If requested, provide references, according to the instructions below, from 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. If requested, references will be contacted.

References ☒ are ☐ are not requested.

Type of References: *Similar in scope and stature to UIC*

Number of Each Reference Type: 6

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

## Attachment II – Financial Disclosures and Conflicts of Interest

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

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

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

This disclosure is submitted for (check one):

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

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

Procurement Bulletin Reference #: \_\_\_\_\_

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

Doing Business As (DBA): \_\_\_\_\_

Disclosing Entity Name: \_\_\_\_\_

Disclosing Entity’s Parent Entity: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Instrument of Ownership or Beneficial Interest (check one):

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

If you selected Other, please describe: \_\_\_\_\_.

### Step 1

#### Supporting Documentation Submittal

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

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

☐ **Option 1 – Publicly Traded Entities**

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

☐ **Option 2 – Privately Held Entities with more than 200 Shareholders**

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

☐ **Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

- 3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ **Option 4 – Foreign Entities**

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

☐ **Option 5 – Not-for-Profit Entities**

- ☐ Complete Step 2, Option B.

☐ **Option 6 – Sole Proprietorships**

- ☐ Skip to Step 3.

**Step 2****Disclosure of Financial Interest or Board of Directors**

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

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

**Option A – Ownership Share and Distributive Income**

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

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

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership

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

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

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

**Please certify that the following statements are true.**

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

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

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

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

Name	Address

**Step 3****Disclosure of Lobbyist or Agent**

Complete only if bid, offer, or contract has an annual value over \$25,000  
 Subcontractors with subcontract annual value of more than \$50,000 must complete

☐ Yes ☐ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning this bid or offer? 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 State/University contract: \_\_\_\_\_

**Step 4****Prohibited Conflicts of Interest**

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

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

- Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
- Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
- 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
- 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
- If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
- If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

### Step 5

#### Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000

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

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

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

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

### Step 6

#### Explanation of Affirmative Responses

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

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

### Step 7

#### Potential Conflicts of Interest

##### Relating to Debarment & Legal Proceedings

Complete only if bid, offer, or contract has an annual value over \$25,000  
Subcontractors with subcontract annual value of more than \$50,000 must complete

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

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

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

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

### Step 8

#### Disclosure of Current and Pending Contracts

Complete only if bid, offer, or contract has an annual value over \$25,000  
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? ☐ Yes ☐ No

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

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

Please explain the procurement relationship: \_\_\_\_\_

**Step 9**

**Sign the Disclosure**

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

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

Name of Disclosing Entity: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

## Attachment JJ – 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                        |

## **Attachment KK – Sample Contract**

UNIVERSITY OF ILLINOIS  
Chicago • Springfield • Urbana-Champaign

CONTRACT BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
AND

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CONTRACT BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
AND

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**ARTICLE 1. INTRODUCTION**

This Contract is made and entered into between The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois whose principal address is at Urbana, Illinois, on behalf of \_\_\_\_\_, hereinafter referred to as "University" and \_\_\_\_\_ doing business as a(an) \_\_\_\_\_ of the State of \_\_\_\_\_ with principal address at \_\_\_\_\_, hereinafter referred to as "Contractor."

**ARTICLE 2. DEFINITIONS**

\_\_\_\_\_

**ARTICLE 3. SCOPE OF SERVICES**

Contractor shall provide the services set forth herein.

**3.01 Services to Be Performed**

**3.02 Reports and Other Deliverables**

**ARTICLE 4. EFFECTIVE DATE AND DURATION OF CONTRACT**

**4.01 Term of Contract**

The term of this Contract shall be from \_\_\_\_\_ through \_\_\_\_\_, or from the date of execution of this Contract, if later, and extending for a period of \_\_\_\_\_ unless terminated as provided herein, or extended by amendment.

**4.02 Renewal Option**

This Contract is renewable at the option of University under the same terms and conditions for \_\_\_\_\_ additional \_\_\_\_\_ month period(s).

**ARTICLE 5. TERMINATION**

**5.01 Termination for Convenience**

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

**5.02 Termination for Cause**

University may cancel the Contract for breach, as determined by University, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or if the quality or level of service is unsatisfactory to

University. This cause for breach may include any cessation or diminution of service which, in the opinion of University, is not in its best interest or any failure to comply with the terms of the Contract.

University shall notify Contractor in writing of any Contract breach. Contractor shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, University may cancel the Contract by giving thirty (30) days notice in writing of its intention to cancel this Contract.

Should University breach any terms or provisions of the Contract, Contractor shall serve written notice on University setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, Contractor may cancel the Contract by giving thirty (30) days notice, in writing of its intention to cancel this Contract.

In the event of cancellation for breach, Contractor shall be paid only for work satisfactorily performed up to the date of cancellation.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

#### **ARTICLE 6. NOTIFICATION**

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Contract Number (or Purchase Order Number, if applicable) in any notifications.

Notices to University shall be sent to:

Notices to Contractor shall be sent to:

#### **ARTICLE 7. UNIVERSITY ADMINISTRATION OF CONTRACT**

University Contract Representative named below shall be the University's authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Contract. All matters of interpretation and/or approval shall be directed to the University Contract Representative who will be the primary point of contact and coordinate any necessary response.

For information purposes, a University Technical Representative may be indicated below. If listed, the University Technical Representative may be contacted directly by Contractor to discuss technical issues or schedules related to performance of duties and responsibilities in the Contract.

Any substantive changes to any term or condition or work to be performed under the Contract must be made in the form of an amendment to this Contract and signed by original signatories to this Contract.

**ARTICLE 8. SUBCONTRACTORS**

If any Subcontractor is to be used in the performance of the services required under this Contract, Contractor has provided the name(s), address(es) and amount(s) expected to be paid to Subcontractor(s) and a description of which portion(s) of the work will be subcontracted out is listed below or in a separate Exhibit to this Contract.

Contractor may not use the services of other Contractors or Subcontractors not named herein without prior written permission of University. If at any time during the term of the Contract, a Contractor adds or changes any Subcontractor, Contractor shall promptly notify, in writing, University Contract Representative of the names and addresses and the expected payment each new or replaced Subcontractor will receive under the Contract.

**ARTICLE 9. COMPENSATION****9.01 Rate of Compensation**

Contractor shall receive compensation at the rate of \_\_\_\_\_ for the period of this contract as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. Reasonable expenses, including travel expenses, not to exceed \$\_\_\_\_\_ will be reimbursed with prior University approval and in accordance with University policy. Reimbursement requires appropriate documentation as determined by University.

**9.02 Maximum Price**

Maximum price for this Contract is the total compensation for the services specified plus reasonable allowable expenses, not to exceed a total of \$\_\_\_\_\_.

**9.03 Method of Payment**

University agrees to pay Contractor no more frequently than monthly for services rendered for the contract period in accordance with the amounts specified in this Contract. The rate of payment will be \_\_\_\_\_. Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if University fails to comply with the State Prompt Payment Act (30 Illinois Compiled Statutes 540).

University may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as University may deem necessary to protect University from loss on account of: a) Unsatisfactory work performed; b) Failure of Contractor to make required payments to Subcontractors; c) Damage to University property or related liability; or d) Incomplete, inaccurate, or unauthorized billing.

Contractor is responsible for completing the scope of work specified in this Contract. University may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to University.

**9.04 Method of Billing**

To receive payment, Contractor must submit an appropriately itemized invoice to University for services performed and allowable expenses incurred. Invoices are to be sent in duplicate to \_\_\_\_\_. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice.

**9.05 Increase in Wage Rates or in Materials or Equipment Costs**

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

**9.06 Price Escalation**

If University decides to exercise any right to renew the Contract, a revised price schedule will be included with the renewal. Cost increases or decreases shall be allowed only at the time of contract renewal.

The cost shall be increased or decreased by no more than a percentage equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Chicago Area for wages for the month of \_\_\_\_\_, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

**9.07 Prevailing Wage**

Pursuant to the Prevailing Wage Requirements of the Illinois Procurement Code, 30 ILCS 500/25-60, Contractor certifies that the wages to be paid to its employees are no less, and the fringe benefits and working conditions of employees are not less favorable, than those prevailing in the locality where the contract is to be performed in accordance with the Illinois Prevailing Wage Rates issued by the Illinois Department of Labor for that county.

<b>ARTICLE 10. INDEMNIFICATION</b>
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Contractor shall indemnify and hold harmless University and University's agents, servants and employees from and against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under the Contract by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors or any employee of any of them.

<b>ARTICLE 11. INSURANCE</b>
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Contractor shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Contractor must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

A. Worker's Compensation and Occupational Diseases Employer's Liability (Part B)	Illinois Statutory Limits \$500,000 per occurrence
B.	A minimum for each occurrence:
Commercial General Liability (occurrence coverage)	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products – Completed Operation Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Fire Damage	\$ 100,000
C. Commercial Auto Liability, if applicable	A minimum for each occurrence:
Combined Single Limit	\$ 1,000,000
OR	
Bodily Injury	\$ 1,000,000
Property Damage	\$ 1,000,000

Additional insurance requirements for this contract are checked below:

- |  |                            |
|--|----------------------------|
| <input type="checkbox"/> Professional Liability – Specialty Errors and Omissions | \$ 1,000,000 per claim     |
|  | \$ 3,000,000 in aggregate  |
| <input type="checkbox"/> Professional Liability – Medical Malpractice            | \$ 1,000,000 per claim     |
|  | \$ 3,000,000 in aggregate  |
| <input type="checkbox"/> Employee Dishonesty                                     | \$ 150,000 each occurrence |

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

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

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

If Professional Liability is required, when any professional services are performed in connection with this Contract, Professional Liability for Contractor and its employees and agents shall be maintained to include coverage for errors, omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Coverage extensions shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Contractor or sub-contractor under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.

Contractor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Contract to the University of Illinois, Purchasing Division, 809 S. Marshfield, m/c 560, Chicago, IL 60612. The receipt of any certificate does not constitute Contract by University that insurance requirements have been met. Failure of University to obtain certificates or other insurance evidence from the vendor/contractor shall not be deemed a waiver by University. Failure to comply with insurance requirements may be regarded as a breach of contract terms.

## **ARTICLE 12. BONDING**

Contractor is required to provide a Performance and Payment Bond or an irrevocable letter of credit in an amount equal to \_\_\_\_\_% of the maximum total cost of services stated herein. The Performance and Payment Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized representative officer or representative officers of Contractor and shall be attached thereto. Facsimile signatures of company officers and facsimile seals will not be acceptable on the Bond or on the Power of Attorney forms. The Performance and Payment Bond must be submitted within ten (10) days of notification of award.

## **ARTICLE 13. RIGHTS IN WORK PRODUCT**

### **13.01 Rights in Work Product**

"Subject Work Product" as used herein means any and all tangible materials resulting from work first performed under this Contract including all data, documentation, reports or other information, including but not limited to computer programs, writings, sound recordings, pictorial reproduction, drawings, audio-visual materials, graphical representations, copyrights, patents, inventions or discoveries made within the scope of work, defined in scope of services.

### **13.02 Ownership Rights**

Subject Work Product produced in the performance of this Contract shall be owned by University. Contractor represents that Subject Work Product shall be original and not infringing on any pre-existing third party rights. Contractor hereby assigns all right, title and interest in all Subject Work Product to University. Contractor understands the University shall have the exclusive right to use Subject Work Product for any purpose, including but not limited to use, reproduction, distribution, sale, licensing and sublicensing of the Subject Work Product and the development of derivative works based in whole or in part on the Subject Work Product, without further compensation to Contractor.

### **13.03 Pre-Existing Rights**

University acknowledges that in the course of its performance under the Contract, Contractor may use products, software, materials and methodologies proprietary to Contractor ("Pre-existing Material"), and University agrees that it shall have or obtain no ownership rights in such Pre-existing Material. University acknowledges that Contractor provides similar services for a broad range of other clients and agrees that Contractor shall be free to work for other clients in matters that do not involve the use of any Subject Work Product.

Subject to the terms of this Contract, Contractor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to use, duplicate and disclose, in whole or in part, and to publish, translate, perform and otherwise utilize any such Pre-existing Material which is delivered to University.

Unless the prior written permission of University is obtained, Contractor shall not incorporate in Subject Work Product tangible or intangible property owned by third parties. If University permits third party property to be incorporated into subject Work Product, Contractor shall obtain for University, and others acting on its behalf, a royalty-free, nonexclusive, irrevocable, worldwide license to use, duplicate and disclose, in whole or in part, and to publish, translate, perform and otherwise utilize all such tangible and intangible property at no additional cost to University.

### **13.04 Use and Publication Restrictions on Contractor**

Contractor will not publish, have published, disclose or otherwise disseminate any Subject Work Product except as may be approved in advance, in writing by University.

### **13.05 No Restrictive Markings**

The Contractor shall not put any restrictive markings upon any Subject Work Product unless otherwise specified in this Contract.

**13.06 Administrative Confidential Information**

The Contractor shall not publish or otherwise disclose in any manner, except to the University and except matters of public record, any information or data obtained under this Contract from private individuals, organizations, or public agencies, whereby the information furnished by any particular person or establishment can be identified, except with the prior written consent of such person or establishment.

**13.07 Patents - Inventions**

Contractor agrees to furnish University promptly with complete information about any invention or discovery first made while directly working under this Contract. University shall have the sole power to determine whether or not a patent application shall be filed, and to determine the disposition of the title to and rights under any application or patent that may result. The judgment of University shall be accepted as final, and Contractor agrees to execute all documents and do all things necessary or proper to carry out the judgment of University.

**13.08 University of Illinois Campus Guidelines for HTML and Graphics Logo Usage**

Contractor must adhere to all guidelines provided for the use of the official local campus designation, logo, and HTML and Graphic/Logo usage for each campus of the University of Illinois.

<b>ARTICLE 14. CERTIFICATIONS BY CONTRACTOR</b>
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**Willfully falsifying certifications or affirmations may subject Contractor to criminal penalties including fines and/or imprisonment.** Contractor shall inform University immediately if it would no longer be able to make these certifications or representations at any time during the term hereof.

**14.01 Delinquent Payments Certification**

Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**14.02 Anti-bribery**

Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5 from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**14.03 Loan Default**

If Contractor is an individual, Contractor certifies pursuant to 5 Illinois Compiled Statutes 385 that he/she is not in default for a period of six (6) months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education.

#### **14.04 Convicted of Felony**

Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

#### **14.05 Barred from Contracting**

Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or a similar law of another state.

#### **14.06 Drug Free Workplace**

Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this Contract. The Drug Free Workplace Act requires, in part, that Contractors with twenty-five (25) or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

#### **14.07 International Boycott**

Contractor certifies that pursuant to 30 Illinois Compiled Statutes 582 neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (Public Act 88-671).

#### **14.08 Non-Discrimination and Equal Employment Opportunity**

Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). Contractor agrees to incorporate this clause into all Subcontracts under this Contract.

#### **14.09 Record Retention and Audits**

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

#### **14.10 State-Appropriated Funds**

If this Contract is funded from State of Illinois-appropriated funds, Contractor understands pursuant to 30 Illinois Compiled Statutes 500/20-60(b) that this Contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as

provided herein in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, Contractor shall be paid for services performed under this Contract up to the effective date of termination.

#### **14.11 Exclusions Party List Certification**

Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate contract without penalty to University if Contractor becomes excluded during life of this Contract.

#### **14.12 Labor Certification**

Contractor certifies in accordance with 30 ILCS 583/10 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

#### **14.13 Child Labor Certification**

Contractor certifies in accordance with Public Act 94-0264 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.

#### **14.14 Felony Certification**

Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted 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 for a period of five years prior to the date of the bid or contract. Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### **14.15 Environmental Certification**

Contractor certifies in accordance with 30 ILCS 500/50-14 that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Civil Penalties of the Environmental Protection Act for a period of five years prior to the date of the bid or contract. Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### **14.16 Federal Funding**

If this Contract is federally funded, Contractor certifies that:

- a. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. It has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or Contract under a public transaction, violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement of receiving stolen property.

- c. It is not presently indicted or criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in Part b of this certification.
- d. It has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or Local) terminated for cause or default.
- e. No Federal appropriated funds have been paid or will be paid by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- f. If any non-Federal funds have been paid or will be paid by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.
- g. It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

#### **14.17 State Board of Elections Certification Required by Public Act 95-0971**

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

Please refer to Public Act 95-0971, which is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971&GA=095>, and the State Board of Elections website ([www.elections.il.gov](http://www.elections.il.gov)) for more specific information on whether you are required to register or not. Information on how to submit copies of the registration certificate to the Chief Procurement Officer for Higher Education is available at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>).

#### **14.18 Information Technology Accessibility Act 095-0307**

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

#### **14.19 Iran**

Contractor certifies that it has complied with the disclosure requirement of Section 50-36 of the Illinois Procurement Code (30 ILCS 500/50-36) requiring companies seeking to do business with the University to make certain disclosures related to the conduct of business with the nation of Iran.

### **ARTICLE 15. MEDICARE ACCESS TO BOOKS AND RECORDS**

Contractor agrees to make available upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives this Contract and any books, documents and records necessary to verify the costs of services rendered under this Contract. Contractor further agrees to make said Contract, books, documents and records available until the expiration of four (4) years after the services are furnished under this Contract.

In the event Contractor subcontracts any or all of its duties under this Contract to another party and said Subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Contractor agrees that the Subcontract shall contain a clause requiring the Subcontractor to make available upon written request by the Secretary of Health & Human Services, the Comptroller General of the United States or any of their duly authorized representatives the Subcontract, books, documents and records of the Subcontractor that are necessary to verify the nature of the costs under Subcontract.

### **ARTICLE 16. ACCOUNT SETTLEMENT LEGAL ACTION**

Contractor shall not settle or compromise any account, or initiate any form of legal action on University accounts placed for collection without prior written authority from University Office of University Counsel. In the event that approval for legal action is sought, Contractor will provide the name and address of the attorney who will be retained, and, if approved, cause the attorney to send a copy of all pleadings to University when filed in the case. Contractor will secure advance approval of University for specific amount of all court costs to be incurred. Contractor will advance all court costs. Contractor shall be reimbursed for the reasonable advances of court costs out the first monies collected from the debtor. No commission is payable on court costs.

### **ARTICLE 17. TAX STATUS**

#### **17.01 University**

University is an instrumentality of the State of Illinois, and as such it is exempt from federal income tax under Section 115 of the Internal Revenue Code. The Internal Revenue Service also recognizes University as exempt from federal income tax under Section 501(c)(3). In addition, University is exempt from the following Illinois state and local taxes: Income Tax, Real Property Tax, Retailers' Occupation Tax, Service Occupation Tax, Use Tax and Service Use Tax. Certificates of exemption will be provided upon separate request.

### **ARTICLE 18. GENERAL PROVISIONS**

#### **18.01 Compliance with Laws**

Contractor and/or its agents or employees agree to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. Contractor shall obtain (at its own expense) from third parties, including state and local governments, all licenses and permissions necessary for the performance of the work.

#### **18.02 Independent Contractor**

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

#### **18.03 Covenant Against Contingent Fees**

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

#### **18.04 Delay**

Neither party hereto shall be liable in damages for any delay or default in performing its respective obligations under this Contract if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to, acts of God, government restrictions, strikes, fires, floods, or work stoppages, or acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

#### **18.05 Confidentiality**

Any information furnished by University shall be treated as confidential. Contractor shall not disclose information unless specifically authorized and required to do so by law. Contractor is hereby advised that any part of this contract or any materials provided by Contractor and marked as confidential, proprietary, or trade secret, can be protected only to the extent permitted by Illinois Statutes.

#### **18.06 Use of Name**

Neither party shall use the name of the other in any written material, including but not limited to brochures, letters, circulars, or advertisements for commercial purposes, without the prior written consent of the other. Contractor may be required to acknowledge sponsorship of work performed under this Contract.

#### **18.07 University's Right of Inspection**

University reserves right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of Contractor and any of its Subcontractors throughout the life of the Contract.

#### **18.08 University's Right to Have Work Executed**

If Contractor should neglect to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, University, after ten (10) days' written notice to Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

#### **18.09 Conflict of Interest**

Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and its services under this Contract;

and, in the event of change in either its private interests or services under this Contract, Contractor will raise with University any questions regarding possible conflict of interest which may arise as a result of such change.

**18.10 Discrepancies and Omissions**

Should anything which is necessary for a clear understanding of the work be omitted from the Contract documents, or should it appear that various instructions are in conflict, Contractor shall secure written instructions from University Contract Representative before proceeding with the work affected by such omissions or discrepancies.

**18.11 Parking**

University provides no free parking for Contractor, its employees, or its representatives. Contractors may contact University campus parking office for availability of parking in University's lots. All vehicles belonging to Contractor shall clearly display parking permits issued by University campus parking office.

**18.12 Governing Laws**

This Contract is to be governed and construed in accordance with the laws of the State of Illinois. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in \_\_\_\_\_ County, Illinois.

**18.13 Waiver**

The failure of either party hereto at any time or times to enforce any provision of this Contract shall in no way be construed to be a waiver of such provisions or to affect the validity of this Contract or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Contract.

**18.14 Assignment**

This Contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

**18.15 Amendments**

This Contract shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing by each party to this Contract. Contractor agrees to waive any and all claims for adjustment in regard to any services performed without prior receipt of an appropriate written amendment.

**18.16 Entire Contract**

This Contract, attachments, and incorporated references shall constitute the entire Contract between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Contract. In case of any conflict between this Contract and any attachments or incorporated references, the terms of this Contract shall prevail. No modification, renewal, extension, or waiver of this Contract or of any of the provisions of this Contract, shall be binding upon either Contractor or University unless reduced to writing and duly executed as provided for in the Contract.

### APPROVAL AND EFFECTIVE DATE

This Contract shall not be binding until signed by all parties. The persons signing this contract represent and warrant that they have authority to bind their respective parties.

**The Board of Trustees of the  
University of Illinois**

**Contractor**

By: \_\_\_\_\_  
Walter K. Knorr, Comptroller

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Type or print name

**The following signatures are required on  
Contracts of \$250,000.00 or more:**

\_\_\_\_\_  
Title

Approved:

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

\_\_\_\_\_  
Robert A. Easter, President

\_\_\_\_\_  
Thomas R. Bearrows, University Counsel