

**Governors
State
University**

REQUEST FOR PROPOSAL

Purchasing Office
One University Parkway
University Park, IL 60484
708-235-3970 FAX
www.procure.stateuniv.state.il.us

Proposal Number: D1206TMS
Project Name: Recruitment Advertising Consulting Services, as needed
Proposals Due: September 28, 2011 at 2:00 p.m. CST
Proposal Opening: September 28, 2011 at 2:30 p.m. CST

Sealed proposals for this project will be received in the Purchasing office at Governors State University until the date and time proposals are due, as specified above. At the above-specified opening time, proposals will be opened publicly and read aloud.

This project will be governed in accordance with the Illinois Procurement Code and the Higher Education Procurement Rules.

RFPs must be typewritten or written in ink. RFPs completed in pencil will be rejected. All proposals must be signed and the signature must be in ink. Proposals that are signed for a corporation shall have corporate name and signature of authorized officer of corporation. Title of office held by person signing for corporation shall appear below the signature.

Proposals must be completed on the form(s) provided by the University.

Vendors shall be responsible for the actual delivery of proposals during business hours to: Governors State University, Purchasing Office - Bid Department, One University Parkway, University Park, IL 60484. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time for receipt of proposals. Federal Express will deliver to the desktop. Other vendors will deliver only to our dock. Receipt to the dock may delay official receipt in the Purchasing office. **The University will NOT accept proposals transmitted by FAX machine.**

If a vendor submits a sealed proposal in any envelope that does not identify the contents as a sealed proposal, the proposal may be returned to the vendor as rejected. It is the vendor's responsibility to make certain the envelope can be identified. This includes the packages used by delivery companies such as Federal Express, Airborne Express, etc.

RFPs must be completed on the form provided by the University.

Note: This RFP requests two separate proposals:

Part One – Technical Proposal

Part Two – Pricing Proposal

The parts may be submitted in the same package though each part needs to be in separate envelopes and clearly identified as “Technical Proposal” or “Pricing Proposal.” Copies of the Technical Proposal and Pricing Proposal must be included on CDs labeled appropriately.

All vendors must be pre-qualified with the State of Illinois Department of Human Rights. No person or company shall be eligible to be awarded a contract subject to the competitive bidding requirements of the Illinois Procurement Code (30 ILCS 500), as hereafter amended) unless such person or company has filed with the Department of Human Rights a properly completed and sworn Employer Report Form (Form PC-1) which is currently valid.

Vendors who are already pre-qualified must indicate their identification number where requested on the bid form.

Vendors who are not pre-qualified must obtain, complete and file Employer Report Form (Form PC-1) prior to the bid closing/due date by calling the Department of Human Rights at 312/814-2432.

CMS Certification for firms owned by minorities, females or persons with disabilities may attach the certification letter from the State of Illinois Business Enterprise Program. Questions about certification should be directed to CMS at 312/814-4190.

Governors State University encourages and makes every appropriate effort within the framework of applicable state and federal laws and regulations to enable small and community based businesses to compete effectively with other vendors bidding for work, services or materials to be furnished to the University.

Award of Contract: In awarding the contract, Governors State University will take into consideration, among other things, the experience, responsibility, financial standing, and reputation of each Firm. The board reserves the right to make such investigation as it deems necessary to determine the qualification of each firm. Each firm shall furnish all such information and data for this purpose as Governors State University may request. Governors State University reserves the right to reject any bid if investigation of such firm fails to satisfy the Board that the firm is properly qualified to carry out the obligations of the contract.

The University makes every attempt to award orders on an overall low bid basis. However the right is reserved to award the bid as a total bid award, or by section. If a split award is not acceptable to a firm, it must be so stated in the bid submitted. The University also reserves the right to increase, decrease or delete items at the quoted price in order to remain within the project budget.

Contract and Renewal: The price(s) of each bid must be kept firm for a minimum period of ninety (90) days.

Payments for products and services will be processed as products or services are received and invoices approved, consistent with policies and procedures of Governors State University and the State of Illinois Statutes.

Any brand names mentioned in the bidding documents are used for the purpose of describing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Equal substitutions will be accepted unless prohibited in the technical specifications. Any substitution to the items as specified must be an equal. Equal submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use. The burden of proof that the product is equal rests with the firm. A firm may propose substitutions with their bid by listing the product substitutions in the bid form. The University will recommend approval or rejection prior to award of contract. Firms offering substitutions must furnish at the time of the bid opening, complete descriptions, pictures or drawings and specifications of the product(s).

The University prefers deliveries FOB University Central Receiving Dock. If otherwise stated, the firm must show the freight cost. The University Purchasing office must be notified at least twenty-four (24) hours prior to shipping to confirm date of arrival. Delivery and/or completion of this contract after receipt of order must be no later than the project completion date stated above.

Any firm may withdraw or modify his bid at any time prior to the scheduled closing time for receipt of RFPs. Only written requests for modifications or corrections of a previously submitted bid, which are addressed in the same manner as RFPs and are received by the University prior to the scheduled closing/due time for receipt of RFPs, will be accepted and the bid corrected in accordance with such written request. Oral or telephonic modifications or corrections will not be recognized or considered.

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

Suppliers intending to respond to any posted requirements are encouraged to visit said site to insure that they have received a complete and current set of documents. Some notices may provide a downloadable copy of the pertinent procurement documents, as well as any amendments to those documents. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

Any supplier receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. Interested suppliers should note that the State Universities in Illinois do not charge any fees (except any required surety documents) to obtain a copy of or respond to documents posted for competitive solicitation. The issuing University is not responsible for insuring that all or any procurement documentation is received by a supplier, who is not appropriately registered with the issuing University.

Proposal General Conditions

- **Procurement Regulations:** This transaction is subject to the Regulations Governing Procurement and Bidding at State Systems Universities in Illinois, adopted by the Board pursuant to the Illinois Revised Statutes and on file with the State of Illinois, Office of the Secretary of State, including but not limited to the Illinois Procurement Code Public Act 90-572 and the Higher Education Procurement Rules.
- **Warranty:** The Seller expressly warrants that all goods and services covered by this contract will conform to each and every specification, drawing, sample, demonstration, or other description, which is furnished, and that it will be fit and sufficient for the purpose intended and free from defects. This warranty will be for a term not less than one year from the date of acceptance by Governors State University unless otherwise stated herein.
- **Patent Infringement:** The Seller agrees to indemnify buyer and holds it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent, or copyright infringement, or any litigation based thereon, with respect to any part of goods and payment therefore by the Buyer.
- **Seller's Responsibility in Transit:** Title to and risk of loss and damage to items shall be the responsibility of the seller until final delivery. Installation and acceptance of Governors State University unless otherwise stated herein.
- **Packaging:** Governors State University will not be liable for any packaging, cartage, boxing, storage or handling charges in excess of the purchase price of this order unless otherwise stated herein.
- **Quantities:** Governors State University assumes no obligation for materials shipped in excess of the quantity ordered. Any unauthorized quantity will be returned at the Seller's expense.
- **Invoices:** Delay in receiving invoices, and errors/omissions on invoices will be considered just cause for withholding payment without losing discount privileges.

All invoices must contain Federal Employment Identification Number (FEIN), purchase order number and other details as requested by Governors State University in these specifications for timely invoices. Products and services are paid as received, approved and completed.

- **Contract Modification:** The contract may be amended or modified at any time by written agreement of the parties.
- **Toxic Substance Clause:** Awarded firm is to identify any products, substance, etc., included within this bid specification which is considered to be a toxic substance under the Illinois Toxic Substances Act and to provide OSHA Form 20b Material Data Sheets (or the equivalent). All firms further agree to properly label any product, substance, etc., so identified, in accordance with the Illinois Toxic Substance Act.
- **Terms:** Request for Proposals include all of the same terms included herein, unless further clarified in the specifications of the RFP as defined.
- **Policy Regarding Questions:** All questions must be submitted in writing, on the enclosed form, to the Purchasing Department at fax number: 708/235-3970. All questions will be responded to in writing. No questions will be responded to within 2 business days of the due date and time of this RFP. Only written requests will be responded to with regard to this RFP. No vendor is to solicit information from Governors State University employees in purchasing, the print shop or otherwise. This will result in disqualification of a submission by your firm. All questions must be submitted as detailed above. Answers will be issued as soon as possible.

The undersigned hereby certifies:

1. **Bribery Certification:** The Contractor certifies that it has not been convicted of bribery, attempting to bribe an officer or employee of the State of Illinois, nor has the Firm made an admission of guilt, which is a matter of record.
2. **Bid-Rigging and Bid-Rotation:** By signing this bid, the contractor certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.
3. **Default of an Educational Loan:** By acceptance of this contract or purchase order, the vendor certifies that it is not in default for a period of six (6) months or more and in an amount of six hundred dollars (\$600.00) or more, on the repayment of any loan made from or guaranteed by state or federal funds for the purpose of financing his/her attendance at an institution of higher education. This provision is not applicable to partnerships or corporations.

4. Drug Free Workplace: By acceptance of any resulting purchasing agreement, the Firm certifies that it will not engage in the unlawful manufacture, distribution, use of, dispensations, or possession of a controlled substance in the performance of such agreement. A more detailed certification must be signed for contracts of five thousand dollars (\$5,000.00) or more with twenty-five (25) or more employees at the time of contract.
5. Records and Documentation: The Vendor or Contractor shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.

6. Federal Taxpayer Identification Number and Legal Disclosure:

Under penalties of perjury, I certify the _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one)

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Not-for-Profit Corporation
- ☐ Medical and Healthcare
- ☐ Real Estate Agent
- ☐ Governmental Entity
- ☐ Tax Exemption Organization
(IRC 501 (a) only)

7. Disclosure: All vendors must submit a Disclosure of Financial Interests form, without exception.
8. Section 20-60 (b) of the Code states “All contracts made or entered into are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.”
9. Boycotting: The vendor certifies that neither it nor any other substantially owned affiliated company is participating or shall participate in an international boycott in

violation of the provision of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the act.

10. Year 2000 Compliance: Firm must guarantee and warrant that the equipment being used/proposed with regard to this project or service is Year 2000 compliant and will be able to accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and year 1999, 2000 and beyond.
11. Alternative Proposals: Unless identified in the technical specifications, firms wishing to submit “equivalent” or “alternative” RFPs or proposals, may do so, on the condition that the submission is clearly labeled “ALTERNATE PROPOSAL”. All alternate proposals must identify all specifications and competitive information, which would identify that proposals meet and or exceed specifications. It is the sole responsibility of the Vendor to include competitive information, brochures and comparison to existing specifications for review by the University. Failure to submit this information with a sealed offer is grounds for disqualification.
12. Conflict of Interest: The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the 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, the Contractor will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.
13. Prevailing Wages: In accordance with the Illinois Procurement Code, Firm certifies that employees involved in printing (regardless of cost) or for service contracts of two thousand dollars (\$2,000.00) or more or two hundred dollars (\$200.00) or more per month receives the prevailing wage rate and is working under conditions prevalent in the locality where printing service is taking place. Services include janitorial cleaning services, window cleaning services, food services and security services. Firms interested in submitting a bid for such projects must contact the Illinois Department of Labor for the current prevailing wage rate. For printing projects, the firm must certify soybean oil-based ink is being used to produce this publication.
14. Felony Conviction: The Contractor certifies that he (If an individual) has not, nor has any principal of the firm, nor has the firm, been convicted of any felony; or if convicted, at least one year has passed since the completion of sentence as of the effective date of this contract. (30ILCS 500/50-10)
15. Non-Discrimination and Equal Employment Opportunity: The Contractor agrees to comply with the applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the US Civil Rights Act, the Americans with Disabilities Act, Section 504 of the US Rehabilitation Act and the rules applicable to each. The equal opportunity clause of section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246,

entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by the US Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this order.

Firms must submit a completed financial disclosure form and conflict of interest form.

NUMBER OF COPIES: You must submit a signed original (clearly marked “original”) and two requested copies (clearly marked “copies”) of the Offer in a sealed container. In addition, you must submit such copies on CD as requested. If this is an RFP of either type you must submit separate CDs for technical and price with the price CD sealed in the pricing envelope. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede the Department’s legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140).

PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of Governors State University (GSU) and the State of Illinois. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. A request for confidential treatment will not supersede the State’s legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor’s name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree we may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

Request for Confidential Treatment (check one)

☐ We are not requesting confidential treatment for this Offer.

☐ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. **We have supplied an additional copy of the Offer with confidential information deleted.** In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the University & the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor’s request.

D1206TMS
Recruitment Advertising & Consulting Services

From:

Vendor Name: _____

Contact: _____

Title: _____

Phone Number: () _____

Fax Number: () _____

Date: _____

Question(s):

Questions must be faxed to 708-235-3970.
Phone calls will **NOT** be accepted.
No questions will be answered less than 48 hours prior to the bid opening.

D1206TMS
Recruitment Advertising & Consulting Services

Invitation to Bid

NO BID REPLY FORM

FIRM:

To assist us in obtaining good competition on our request for RFPs we ask that each firm which received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Firms' List by so indicating below.

We hereby submit a "NO BID" because:

- _____ 1. We are not interested in selling through the Bid process
- _____ 2. We do not wish to Bid under the terms and conditions of this request.
- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to a State agency.
- _____ 6. We do not sell the items on which RFPs are requested.
- _____ 7. Other: _____

Firm	_____
Signed	_____
Printed Name	Date
Location	_____
Phone	() _____

The University will be the sole judge of the acceptability of any exception noted and is not bound to consider any proposal submitted with exceptions.

It is understood and agreed that the University reserves the right to award the contract based solely on the University's best interests, to reject any or all RFPs/proposals, to waive any informalities in bidding, and to hold all RFPs/proposals for the guarantee period.

Accepted and Submitted by:

Vendor

Company Name: _____

Name printed: _____

Signature: _____

Title: _____

Telephone: _____ **Fax:** _____

Firms may attach any exceptions or additional information related to the potential contract terms. GSU utilizes its standard contract language and adds the additional agreement, as incorporated herein. The agreement is similar to those utilized by other State of Illinois Universities.

VENDORS MUST CLEARLY LABEL AND SEPARATE PRICING FROM TECHNICAL RESPONSES!

Date

THE FOLLOWING IS A SAMPLE CONTRACT.

Any concerns about the contract language must be submitted with your sealed response for immediate review and consideration.

GSU intends to utilize this contract, incorporating all specifications.

CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF GOVERNORS STATE UNIVERSITY
AND

ARTICLE 1. INTRODUCTION

This Contract is made and entered into between The Board of Trustees of Governors State University, on behalf of Governors State University, hereinafter referred to as “University” and _____ with principal address at _____ hereinafter referred to as “Contractor.”

ARTICLE 2. COMPENSATION & BILLING

2.01 Rate of Compensation

The Contractor shall receive compensation in the amount 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 not to exceed \$_____, will be reimbursed with prior University approval and in accordance with University policy. Reimbursement requires appropriate documentation as determined by the University. **Travel is not reimbursable and will not be funded for work performed under this contract.**

2.02 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 \$_____.

2.03 Method of Payment

The University agrees to pay the 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 the University fails to comply with the State Prompt Payment Act (30 ILCS 540/0.01).

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

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

2.04 Method of Billing

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

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

As they pertain to Section 3.01.

3.03. Bid or RFP Number (if applicable) When a bid or RFP is issued, the specifications, terms, conditions and university documents are hereby incorporated into the awarded contract.

ARTICLE 4. DURATION 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 or renewal options to this Contract.

With thirty (30) days written notice, GSU may institute a deferment period for services under this contract due to internal financial constraints. The “non-activity” written notice must state when the university anticipates the continuation of the contract. No billing or work may proceed, (and none will be paid), during this period defined as a period of “non-activity”. Any “non-activity” period(s) may be added to the end of the contract period, at the discretion of the university.

ARTICLE 5. RENEWAL OPTION

This Contract is renewable under the same terms and conditions for _____ additional _____ month period(s).

ARTICLE 6. TERMINATION FOR CONVENIENCE

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

ARTICLE 7. TERMINATION FOR CAUSE

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

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

Should the University breach any terms or provisions of the Contract, the Contractor shall serve written notice on the 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, the 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, the 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 8. ADMINISTRATION OF CONTRACT

The 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 the 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.

University Contract Representative:

Tracy M. Sullivan
Director of Procurement
Governors State University
One University Parkway
University Park, IL 60484
Phone: 708-534-4056
Fax: 708-235-3970

University Technical Representative:

ARTICLE 9. 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 the University shall be sent to:

Tracy M. Sullivan
Director of Procurement
Governors State University
One University Parkway
University Park, IL 60484
Phone: 708-534-4056
Fax: 708-235-3970

Notices to the Contractor shall be sent to:

ARTICLE 10. INDEPENDENT CONTRACTOR

The Contractor will independently perform all services specified in this Contract, except as provided

herein. The 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. The University's relationship to the Contractor under this Contract shall be that of Independent Contractor. The Contractor will not be considered an agent or employee of the University for any purpose. Contractor will 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 the University.

ARTICLE 11. CONFLICT OF INTEREST

The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the 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, the Contractor will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.

ARTICLE 12. 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.

ARTICLE 13. SUBCONTRACTORS

If any Subcontractor is to be used in the performance of the services required under this Contract, the 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 the University. If at any time during the term of the Contract, a Contractor adds or changes any Subcontractor, the Contractor shall promptly notify, in writing, the University Contract Representative of the names and addresses and the expected payment each new or replaced Subcontractor will receive under the Contract.

ARTICLE 14. 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, the Contractor shall secure written instructions from the University Contract Representative before proceeding with the work affected by such omissions or discrepancies.

ARTICLE 15. CERTIFICATIONS

Additional certifications are attached, and may be required to be submitted or completed on an annual basis, as required by Illinois law. Any exception or modification to university documents requires prior written approval of the University contract representative. In case of conflict, University documents prevail.

ARTICLE 16. 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 the Contractor's costs, or should the Contractor be compelled to pay premium wages for overtime work during the term of this Contract or prior to completion of the Contractor's work thereunder, the Contractor shall absorb all such increased costs within and without addition to the contract sum.

ARTICLE 17. PRICE ESCALATION

If the 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 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 that month, 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.

ARTICLE 18. PREVAILING WAGE

The Contractor certifies that it and each of its Subcontractors agree to the provisions of the Prevailing Wage Act and that the Contractor and each of its specified Subcontractors shall pay wages to its employees which are no less, and fringe benefits and working conditions of such employees are no less favorable, than those currently prevailing in the locality where the Contract is to be performed.

The Contractor and each of its Subcontractors agree to and shall comply with the State of Illinois Prevailing Wage Act (820 ILCS 130/) while in execution of the Contract resulting from the Request for Proposal. The Prevailing Wage Act is an "act regulating wages of laborers, mechanics and other workmen employees in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works". This Act requires that a Contractor and each Subcontractor shall pay not less than the current, general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than the current, general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under the Contract. The Illinois Department of Labor has determined which trades are eligible under this Act and their present, appropriate prevailing wage rates in the county where the work is being performed.

It is required by this Act that a Contractor and each of its Subcontractors remain responsible for paying at least the then current prevailing wage rate in effect during the time work is being performed under the resulting Contract. It is further required by the Act that the Contractor and each of its Subcontractors shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the University, its officers and agents, and to agents of the Illinois Department of Labor. "Prevailing rate of wages" mean the hourly cash wages, plus fringe benefits for health and welfare, insurance, vacations and pensions and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of similar character.

ARTICLE 19. UNIVERSITY'S RIGHT OF INSPECTION

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

ARTICLE 20. UNIVERSITY'S RIGHT TO HAVE WORK EXECUTED

If the 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, the University, after ten (10) days' written notice to the 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 the Contractor.

ARTICLE 21. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the 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 the Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of the Contractor or its Subcontractors or any employee of any of them.

The University shall indemnify and hold the contractor harmless against any claims, demands, costs and expenses, including reasonable attorney's fees, for the defense thereof, arising from or in connection with the University's negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the University is legally liable, and arising from the project that is the subject of the Scope of Work, provided that said claims, demands, costs and expenses have not been caused or alleged to have been caused in whole or in part by the negligence or willful conduct of the contractor.

ARTICLE 22. INSURANCE

The 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. The 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	Illinois Statutory Limits
	Employer's Liability (Part B)	\$500,000 per occurrence
B.	Commercial General Liability	
	Combined Single Limit	\$1,000,000 per occurrence
	OR	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence
C.	Commercial Auto Liability	
	Combined Single Limit	\$1,000,000 per occurrence
	OR	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per 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 the 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 Governors State University 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 Governors State University is an additional insured for any liability incurred by the University arising from the activities of the Contractor and/or Subcontractor performing work on behalf of the Contractor.”

The 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 Governors State University, Purchasing Director. The receipt of any certificate does not constitute Contract by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the vendor/contractor shall not be deemed a waiver by the University. Failure to comply with insurance requirements may be regarded as a breach of contract terms.

ARTICLE 23. BONDING

If requested by the University, the Contractor is required to provide a Performance and Payment Bond or an irrevocable letter of credit in an amount equal to fifty percent (50%) 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 officer or representative officers of the Contractor and shall be attached thereto. The Performance and Payment Bond must be submitted within ten (10) days of notification of award.

ARTICLE 24. COVENANT AGAINST CONTINGENT FEES

The 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 the Contractor for purposes of securing business. For breach or violation of this warranty, the 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.

ARTICLE 25. 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.

ARTICLE 26. COMPLIANCE WITH LAWS

The Contractor agrees to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. The 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.

Both parties give mutual assurance that in performing their duties under this Agreement, they will not discriminate on the basis of race, color, gender, sexual orientation, religion, national origin, marital status, and age, unfavorable discharge from military service or veteran’s status and disability. Reasonable accommodation for participation by disabled persons will be made in compliance with section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

ARTICLE 27. TAXES

The University certifies that it is tax exempt as defined by the Internal Revenue Code as a political subdivision of the State of Illinois under Section 115. Sales to the University are also exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax in Illinois. This exemption is set forth by the State of Illinois Department of Revenue. Any appropriate certificate of exemptions will be provided upon separate request.

ARTICLE 28. GOVERNING LAWS

Notwithstanding anything in the Contract or purchase order to the contrary, this Contract shall be governed and construed in accordance with the laws of the State of Illinois without reference to conflict of laws principles. The parties acknowledge that GSU is a State entity and as such any claims brought against it must be brought in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS 505).

ARTICLE 29. 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.

ARTICLE 30. CONFIDENTIALITY

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

ARTICLE 31. RIGHTS IN DATA

31.01 Subject Data

"Subject Data" as used herein means any copyrightable works including all notes, designs, drawings, memoranda, reports, computer programs/input and output and other technical data (whether or not the copyright is registered) which are specified to be delivered under this Contract.

31.02 University's Rights in Data First Produced Under this Contract

In consideration for the payment described herein, Contractor agrees to assign all right, title and interest in Subject Data first produced under this Contract, including copyright, to the University. Contractor understands the University shall have the exclusive right to use Subject Data for any purpose, including but not limited to use, reproduction, distribution, sale, licensing and sublicensing of the Subject Data and the development of derivative works based in whole or in part on the Subject Data, without further compensation to Contractor.

Other copyrightable works first produced under this Contract which are not specified as "Subject Data" shall be owned by the Contractor but licensed to the University on a royalty-free basis for use in its internally administered programs of teaching, research and public service.

31.03 Contractor's Warranty of Originality

Contractor warrants that the Subject Data will be an original work by the Contractor and, to the best of Contractor's knowledge, will not infringe upon the rights of third parties. For any data delivered to the University that is **not** first produced under this Contract, the Contractor certifies that he/she will acquire the necessary rights/licenses for the University to copy and use said data at its discretion without expense by the University.

31.04 Restrictions on Contractor's Use of Data

All original data and records of this work first produced by Contractor under this Contract shall be the property of the University. Permission to use such information for other purposes may be sought by the Contractor from the University, through the University Contract Representative.

31.05 Restrictive Markings

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

31.06 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, in a publication whereby the information furnished by any particular person or establishment can be identified, except with the prior written consent of such person or establishment.

ARTICLE 32. NON-LIABILITY

In no event shall the University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by Contractor under this Contract.

ARTICLE 33. ACKNOWLEDGMENT OF SPONSORSHIP

The Contractor agrees not to use the name of the University in advertising or for any other commercial purpose without the prior written approval of the University. The Contractor may be required to acknowledge sponsorship of work performed under this Contract.

ARTICLE 34. RIGHTS TO INVENTIONS

All inventions or discoveries first conceived or reduced to practice under this Contract shall belong to the University. The Contractor agrees to disclose promptly and fully to the University each invention or discovery conceived or reduced to practice under this Contract. The University shall have the sole right to determine the disposition of University-owned inventions. The Contractor agrees to execute an assignment and related documents necessary to further the patenting and development of an invention and to cooperate with the University in such activities.

ARTICLE 35. PATENT AND COPYRIGHT

The Contractor and its Surety shall pay for all royalties and/or license fees and assume all costs incident to the use in performance of the work or the incorporation in the work of any invention, design, process, product or device which is subject to patent or copyrights held by others, and, additionally, shall defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder.

The Contractor and its Surety shall hold and save the University and their officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account

of, any patented or unpatented invention, process, article or appliance furnished in the performance of the Contract including its use by the University, unless otherwise specifically stipulated and agreed to in this Contract.

ARTICLE 36. CERTIFICATIONS BY CONTRACTOR

Willfully falsifying certifications or affirmations may subject Contractor to criminal penalties including fines and/or imprisonment.

36.01 Employment Status

The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

36.02 Anti-bribery

The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) 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.

36.03 Loan Default

If the Contractor is an individual, the Contractor certifies 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.

36.04 Convicted of Felony

The 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.

36.05 Barred from Contracting

The 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.

36.06 Drug Free Workplace

The 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.

36.07 International Boycott

The Contractor certifies that 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).

36.08 Non-Discrimination and Equal Employment Opportunity

The 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. The 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). The Contractor agrees to incorporate this clause into all Subcontracts under this Contract.

36.09 Record Retention and Audits

30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any Subcontractors) to maintain, for a period of five (5) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.

36.10 State-Appropriated Funds

If this Contract is funded from State of Illinois-appropriated funds, the Contractor understands 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, the Contractor shall be paid for services performed under this Contract up to the effective date of termination.

36.11 Federal Funding

If this Contract is federally funded, the Contractor certifies that:

It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

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.

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 0 of this certification.

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.

No Federal appropriated funds have been paid or will be paid by the 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.

If any non-Federal funds have been paid or will be paid by the 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, the Contractor shall

complete and submit Federal Standard Form “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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.

36.12 Debt to State Agencies

The contractor or bidder certifies that they are 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 they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor is determined to be delinquent in the payment of any debt during the term of contract.

36.13 State Prohibition of Goods from Child Labor

The 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.

36.14 Illinois Use Tax Certification

The Contractor certifies that it is collecting and remitting Illinois Use Tax of all sales of tangible personal property in accordance with the Illinois Procurement Code (30 ILCS 500/50-12).

36.15 False Certification

The Contractor acknowledges that GSU may declare this Contract void if any of the certifications made herein by the CONTRACTOR are false.

36.16 Conflicting Documents

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

36.17 Environmental Violations

The Contractor certifies that it has not been found liable for any violation of the Illinois Environmental Protection Act (“Act”) (415 ILCS 5) by a court or the Pollution Control Board within the last five years. Violations of the Act may include dumping hazardous wastes, air pollution, water pollution, land pollution, and permit non-compliance.

36.18 Foreign-Made Materials Produced by Forced Labor

The Contractor certifies that no foreign-made equipment, materials or supplies furnished to GSU under this contract will be or have been produced, in whole or in part, by forced labor, convict labor or indentured labor under penal sanction.

36.18 State of Illinois Department of Human Rights – All vendors must be pre-qualified with the State of Illinois Department of Human Rights. No person or company shall be eligible to be awarded a contract subject to the competitive bidding requirements of the Illinois Procurement Code (30 ILCS 500), as hereafter amended, unless such person or company has filed with the Department of Human Rights a properly completed and sworn Employer Report Form (Form PC-1) which is currently valid. The Department of Human Rights can be reached at 312-814-2432.

Department of Human Rights Number: _____

36.19 Illinois Business Enterprise Program (BEP) – Certification for firms owned by minorities, females or persons with disabilities should attach the certification letter from the State of Illinois Business Enterprise Program. Questions should be directed to CMS at 312-814-4190. A

university may report expenditures only from businesses which have been certified by the State of Illinois's Business Enterprise Program (BEP).

CMS's Certification Number: _____

36.20 STATE BOARD OF ELECTIONS REGISTRATION (P.A. 95-971) - By acceptance of this award, the contractor certifies that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it acknowledges a continuing duty to update the registration. Contracts entered into with contractor by the University are voidable under the Procurement Code if contractor fails to comply with the requirements of Section 20-160.

CERTIFICATION: You must check the box that applies to you. The bidder certifies that:

1. ☐ it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;
- or
2. ☐ (a) it has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;
(b) it has provided a copy of its Certificate of Registration with its response to this solicitation; and
(c) it acknowledges a continuing duty to update its registration.

The bidder/proposer also acknowledges that any contracts entered into with bidder/proposer are voidable by the University if bidder/proposer fails to comply with the requirements of Section 20-160 of the Procurement Code.

ARTICLE 37. WARRANTIES

The work product will conform to its specifications and University's requirements and that for a minimum of ninety (90) days following University's acceptance, Contractor shall correct and repair, at no cost to the University, any defect, malfunction or non-conformity that prevents such deliverables from conforming and performing as warranted.

ARTICLE 38. YEAR 2000 WARRANTY

The Contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing and sequencing). Fault-free performance includes, but is not limited to, the manipulation of data with dates prior to, through and beyond January 1, 2000, and shall be transparent to the user.

Hardware and/or software products, individually and in combination, shall successfully transition into the year 2000 with the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap-year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.

ARTICLE 39. 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.

ARTICLE 40. 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. No modification, renewal, extension, or waiver of this Contract or of any of the provisions of this Contract, shall be binding upon either the Contractor or the University unless reduced to writing and duly executed as provided for in the Contract.

ARTICLE 41. PRINTING SERVICES SOYBEAN OIL-BASED INK

Contracts requiring the procurement of printing services shall specify the use of Soybean oil-based ink unless GSU's State Purchasing Officer (SPO) determines that another type of ink is required to assure high quality and reasonable pricing of the printed product under 30 ILCS 500/45-15.

ARTICLE 42. TAX PAYER IDENTIFICATION

Under penalties of perjury, the Contractor certifies that its Federal Taxpayer's Identification Number or Social Security Number has been accurately provided to the University and is doing business as a (check one):

☐ Individual	☐ Real Estate Agent
☐ Sole Proprietorship	☐ Government Entity
☐ Partnership	☐ Medical & Health Care Services Provider Corporation
☐ Corporation	☐ Tax Exempt Organization (ICR 501{a} only)
☐ Not-for-Profit Corporation	☐ Trust or Estate
☐ Limited Liability Corporation	

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 GSU	Contractor
By: _____ Tracy M. Sullivan Director of Procurement Governors State University for Elaine P. Maimon President	_____ Signed
Date: _____	_____ Type or print name
	_____ Title
	Date: _____

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: THE STATE OF ILLINOIS

D/B/A (if used): ILLINOIS STATE POLICE

Name of any Parent Organization: THE STATE OF ILLINOIS

ILLINOIS STATE POLICE

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

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

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

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

Check here if submitting a 10k ☐ 20f ☐ or 40f ☐

Proceed to Section 2.

OR

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

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

OR

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

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

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☐ No
2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
☐ Yes ☐ No
3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
☐ Yes ☐ No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____
For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

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

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

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain _____)

Name: _____

Address: _____

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

Check One: ☐ No Conflicts Of Interest

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

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

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

Debarment from contracting with any governmental entity Yes ☐ No ☐

Professional licensure discipline Yes ☐ No ☐

Bankruptcies Yes ☐ No ☐

Adverse civil judgments and administrative findings Yes ☐ No ☐

Criminal felony convictions Yes ☐ No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding.

The State reserves the right to request more information, should the information need further clarification.

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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

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

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

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

Is the Vendor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract?

Yes ☐ No ☐

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of

(Vendor/Subcontractor Name)

Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

Date:

CONTRACT CERTIFICATIONS AND CONFLICTS

TRANSACTION #: _____

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

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

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

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor is not in default on an educational loan (5 ILCS 385/3).
3. This does not apply to contracts with the state universities. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Vendor is an existing legal entity, and as applicable: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
5. This applies to service contracts and is otherwise not applicable. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
6. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct to which is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
7. Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
8. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a contractor from entering into a contract with a State agency if the contractor, or any officer, director, partner or other managerial agent of the contractor, has been convicted within the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the contractor is in violation of subsection (e). The contractor further acknowledges that the chief procurement officer shall declare the related contract void if this certification is false.
9. Contractor certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a contractor from entering into a contract with a State Agency if the contractor knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
10. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a contractor from entering into a contract with a State agency if the contractor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
11. The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract with the State agency if the contractor has 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 5 years. The contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

12. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
13. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
15. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
16. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
17. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
18. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
19. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
21. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
22. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
25. This does not apply to contracts with the state universities. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. The prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
26. This applies to information technology contracts and is otherwise not applicable. Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/itaa (30 ILCS 587).
27. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).

- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

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

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

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

Or

☐ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the official certificate of registration as issued by the State Board of Elections is attached. (Go to the State Board of Elections website (www.elections.il.gov) for more specific information.)

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

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

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

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

AND

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

OR

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

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

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

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

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

Date of Expiration: _____

____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the renewal period. (Questions, please call IDHR at phone # 312-814-2432.)

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

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

35. **This applies only if procuring university receives Medicare or Medicaid funding.** Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U.S. General Service Administration's (GSA)

Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Contractor becomes excluded during life of this Contract.

36. Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of 3 years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency. (30ILCS 500/20-65(b))

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

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Printed name: _____

Date: _____

Contractor Federal Identification Number and Legal Status Disclosure

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

☐ Individual ☐ Not-For-Profit Corporation ☐ Trust or Estate
☐ Sole Proprietorship ☐ Real Estate Agent ☐ Medical and Health Care Service Provider
☐ Partnership ☐ Governmental Entity
☐ Corporation ☐ Tax Exempt Organization (IRC 501(a) only)

Anything in the Agreement to the contrary notwithstanding, if the term of this agreement extends beyond the end of the current fiscal year the Agreement is subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanisms, in any fiscal year for which the General Assembly (or other funding source, if applicable) fails to make adequate appropriation to cover the agency's procurement obligations.

Contractor agrees not to commit unlawful discrimination in Illinois as prohibited by the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.) and agrees to comply with the provisions of the Equal Employment Opportunity Clause attached hereto as Exhibit A.

Notwithstanding anything in the Agreement or purchase order to the contrary, University has thirty days in which to approve or disapprove a bill. If the bill is not paid within sixty days of approval, Contractor may request a one percent interest penalty be added for each month or fraction thereof beyond the thirty days payment period (30 ILCS 540).

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

PLEASE SELECT THE APPROPRIATE BOXES:

If an individual: ☐ Female ☐ Male

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

Select appropriate category: ☐ African American ☐ Alaskan American ☐ Asian American ☐ Caucasian
☐ Hispanic ☐ Native American ☐ Decline to Answer

If disabled, please check: ☐ Person with Disability

D1206TMS
Employment Advertising Services
Employment Recruitment Advertising Creation and Placement

Description of Proposal

Governors State University (GSU) wishes to evaluate proposals from recruitment and professional advertising consulting firms who have experience working with higher education in the Chicago area to coordinate employee recruitment research and strategic advertising of potential employment vacancies for GSU on an "as needed basis". Typical positions advertised under this contract may include administrative executives, directors, and faculty titles. GSU is committed to employing a well-qualified and diverse workforce and supports extra effort to assure diversity in its applicant pools.

It is important that the awarded firm be completely familiar with how the latest techniques in recruitment advertising can be applied to higher education and that it also understands the unique characteristics of GSU and its employment needs and practices.

It is anticipated that GSU will complete approximately seventy-five (75) advertised recruiting opportunities per year. The intent of this contract is to be for a period beginning October 15, 2011 or upon University execution of contract for a period of three years through October 14, 2014 with two (2) additional three (3) year options to renew at the discretion of the University, subject to funding and need.

Services to be Performed

The Contractor will provide qualified personnel to perform search consultation and related services as needs arise at GSU including, but not limited to: research, analysis, recommendation, creative services, advertising preparation, and proofing. Additionally, the contractor will provide strategic advertising that includes, but is not limited to local and national advertising in newspapers, periodicals, and web based resources. Only established firms that can provide target market research, cost effective recommendations, and reach analysis will be considered.

Address in your RFP response "typical" suggested periodicals, magazines, search web pages and all other advertising that your firm has utilized successfully by a client of higher education. GSU also must strategically align itself with MBE, FBE, and PBE recruiting periodicals and staff, as well as field specific associations (i.e., IT, health care organizations, and full time faculty resources). Provide a list of said firms by type. GSU is open to new ideas for sourcing employees, but requires that any and all initiatives be approved in advance by the technical representative from GSU.

Artwork, including display ad creation and proofs are the responsibility of the vendor. Approvals of all ad copy must be made in advance. Justifications on cost etc. may be requested prior to approval.

Communication and exceptional customer service both verbally and in writing must be professional, timely and accurate for all services performed. Response time to “last minute/emergency requests” is essential to meeting deadlines. GSU needs to know realistic “turn-around times” and what your firm's abilities are to meet “last minute/emergency” needs of the university. GSU requires a maximum two (2) day turnaround time, with preference to a one (1) business day turn-around of all ad proofs for approval. How does your firm approach and compensate for cross training in the event that the primary contact for GSU leaves your firm or is unavailable?

These specifications incorporate all meetings, and questions and answers related to this contract in the competitive procurement process. GSU requires the ability to audit all files related to work in progress under this contract for a minimum of five (5) years.

GSU will initiate a search with the awarded contractor by discussing goals, target market strategies and timelines.

From time to time, GSU may contract an executive search firm to assist in the senior administrator placement needs at the university. This contract is not exclusive, but would need to assist in the coordination of the ad placements for these positions if applicable, in print, using internet, and other strategic marketing media.

Creation, placement and media buying for the newspaper ads and internet ads are the responsibility of the awarded firm(s). Access to and experience with Higher Education periodicals and media buying experience is essential.

Reports and Other Deliverables

In order to assist GSU in its efforts to determine “return on its investment” for recruitment/advertising expenses, GSU requires a quarterly report of all expenses by posting number. The posting number will be provided by GSU when services are requested and will be a unique number for each position being searched.

GSU requires a single monthly invoice, detailing specifics and tear sheets for all ads during that month. In addition, the awarded vendor must be able to provide monthly, individual bills to departments based on approved purchase orders and account numbers provided at the time of the requested services.

Technical Proposal Requirements

The proposer must demonstrate that it has the management and operational experience, financial resources and personnel necessary to successfully perform the services specified in this Request for Proposal. A proposer must be financially solvent.

Please provide the following information in the order requested:

- Cover sheet with the name, address, telephone, fax number, and primary contact

person of the company.

- **Firm's History.** A list of five (5) major clients of size similar to GSU with whom the institution is performing similar services specified in the proposal. For these clients itemize the name, address and phone number of a contact person for the client who can provide a reference about the quality of the services provided. Please include specific information describing your work in the Chicago/South Suburban Metropolitan Region.
- **Staff Summary.** Total number of employees in the firm with a breakdown of professional staff, administrative staff and clerical staff.
- **Dollar Volume.** The annual dollar volume of search/recruitment services over the last five years with a breakdown among executive versus all other types of positions.
- **Approach to Services.** Describe how you will fulfill each of the responsibilities outlined in the "Services to be Performed" section that includes: timelines, tasks, and the proposed approach to servicing the needs of GSU.
- **Personnel on Project.** Identify the key personnel that will be used to perform the required services, including the following:
 - ✓ the identity of all personnel for this project, in particular the key consultants and support staff and their roles; the personnel's availability during the term of the contract;
 - ✓ the division of responsibilities among the personnel;
 - ✓ the identity and availability of substitute personnel who would be available if the principal or key consultants were not available; and
 - ✓ resumes to include experience and education for any individual named.
- **Strategy for team coverage to ensure seamless service during transition.**
- **Financial Statements.** The audited company financial statements for the past fiscal year including balance sheets, income statements and cash flow statements. The University reserves the right to request certification of the financial statements by a Certified Public Accountant.

The University may request additional information necessary to assure the proposer's qualification to perform the services specified in the proposal. Additional information that may be requested includes, but is not limited to, additional information pertaining to financial resources, experience of personnel and additional data or reports necessary to satisfy the University that the proposer is equipped and prepared to fulfill the contract specifications.

Evaluation Procedure and Criteria

An evaluation team will evaluate all proposals. Based on this evaluation GSU will determine the award of the contract.

The University will award the contract to the responsible offer whose proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this Request for Proposal. In determining the award, the evaluation team will first open the Technical Proposal, and rank the proposals according to their qualifications. The evaluation team will then open the Pricing Proposal, of the best qualified proposals and rank them accordingly. The University will review the proposals, together with the information submitted by the proposer, any presentations and product demonstrations, review of references and meetings with any proposed contractor representative in its evaluation.

The following evaluation factors will be used in determining the best-qualified offers:

- The approach to services for performing the required services;
- Quality of proposed approach to services, including the philosophy underlying the approach, description of proposed activities, reasonableness of timelines, and knowledge of the administrative roles in higher education;
- Technical training and education;
- Appropriateness of experience, credentials and diversity of proposed staff to perform required services;
- Firm's previous success in providing similar services to institutions of higher education, including favorable recommendations from referenced clients;
- Experience in research and sourcing most favorable options to meet the needs of the target market, reach and requirements of the university utilizing newspaper, periodical, and web based resources;
- Ability to analyze and report to GSU on changes or options to consider when attempting to reach a specific demographic;
- Overall organizational resources (managerial, personnel, financial, etc.) to undertake the project;
- Compliance with the RFP specifications;
- Favorable recommendations from referenced clients where similar or like services are being or have been performed;
- Pricing proposal;
- Adequacy of financial resources; and
- Other related services and benefits to GSU consistent with the proposal.

Evaluation of Proposals

All proposals will be evaluated by an evaluation team. Based on this evaluation the University will determine the award of the contract.

GSU will award the contract to the responsible offeror(s) whose proposal is determined to be the

most advantageous to the University, taking into consideration price and the evaluation factors set forth in this RFP.

The following evaluation factors, grouped by relative order of importance, will be used in determining the pre-qualified vendors who may be requested to submit price related bids and more specific offers, in the following particular order:

Higher Importance

- The Program Plan for performing the required services;
- The ability of the proposer to perform the requested services and fulfill any reporting requirements as reflected by;
- Technical training and education;
- Specific experience in the higher education market;
- Overall quality and completeness of response;
- Support and access to technical staff;
- Compliance with the RFP specifications;
- Qualifications and abilities of personnel proposed to be assigned to perform the services;
- Favorable recommendations from referenced clients where similar or like services are being or have been performed;
- Industry reputation;
- Adequacy of financial resources; and
- Pricing proposal.

Award of Contract

The University will award the contract to the proposer(s) who has, in the opinion of the University, best demonstrated competence and qualification for the type of product and services required at fair and reasonable prices/compensation and whose proposal is deemed to be in the best interest of the University.

GSU recognizes that most, if not all, vendors will be unable to address all criteria. We are seeking a solution that will provide the most advantageous solution while showing a proven track record with similar deployments/implementations of similar scope in Chicagoland, universities and/or college related work is preferred, but not required.

D1206TMS – Recruitment Advertising and Consulting Services

PRICING PROPOSAL COVER PAGE AND PRICING FORM

Vendor Name: _____

Contact Name: _____

Contact Signature: _____

Date: _____

This contract will be for an initial three (3) year period with two (2) potential additional three (3) year periods.

Attach a proposed fee schedule (including advertising costs) with your proposal.

Do not include this pricing proposal with your sealed technical response.

The parts may be submitted in the same package though each part needs to be in separate envelopes and clearly identified as “Technical Proposal” or “Pricing Proposal.” Copies of the Technical Proposal and Pricing Proposal must be included on CDs labeled appropriately.

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Potential Future Optional Renewal Pricing

The University desires an option to revise/renew this contract at the Proposal prices and stated conditions contingent upon continuing needs and availability of funds. The initial period will be for an approximate one year from contract execution through October 15, 2014. The additional option period is for three (3) additional one (1) year extensions, at the discretion of the University. Please indicate an option offer below.

Option Period 1 –

First Renewal will be from October 15, 2014 through October 14, 2017:

_____ Prices will remain firm for the option period.

_____ Prices will increase up to _____% for the option period.

_____ Prices will decrease up to _____% for the option period.

_____ We do not offer an option

Option Period 2 –

Second Renewal will be from October 15, 2017 through October 14, 2020.

_____ Prices will remain firm for the option period.

_____ Prices will increase up to _____% for the option period.

_____ Prices will decrease up to _____% for the option period.

_____ We do not offer an option

Note: Renewal options are to be based on current needs. All additions and modifications will be negotiated when implemented, based on above information.

Vendor Name: _____

Contact Name: _____

Contact Signature: _____

Date: _____