

Request for Proposal

No.101010 PO

Title: Marketing, Communications and Public Relations

PRE-PROPOSAL QUESTIONS DUE DATE: FEBRUARY 22, 2010

RESPONSIVES TO PRE-PROPOSAL QUESTIONS February 26, 2010

PROPOSAL DUE DATE: March 4, 2010

PROPOSAL DUE TIME: 11:00 A.M CST

NOTE: Proposer must complete the enclosed Bidder's Application, Vendor Disclosure of Financial Interest and State Board of Election certificate. Failure to complete and return these forms with Proposer's response will result in its being considered non-responsive to this solicitation.

Questions regarding general proposal should be directed to:

Director of Purchases

Telephone (773) 995-2424

Fax (773) 995-4492

E-Mail ne-tindall@csu.com

Send or deliver Proposal to: Nathan Tindall, Director of Purchases

Telephone (773) 995-2424

Fax (773) 995-4492

E-Mail ne-tindall@csu.com

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1. INTRODUCTION

1.1. DESCRIPTION OF PROPOSAL

The Board of Trustees of Chicago State University is requesting proposals from a full-service, strategic communications firm, in developing, refining, and implementing a comprehensive Marketing, Communication and Public Relation strategy for Chicago State University. Services are to begin March 2010 through February 28, 2011, with the University's option to renew for additional months at the same terms and conditions based on satisfactory performance, continuing need, and availability of funds.

1.2. OVERVIEW

Chicago State University is a fully accredited, public, urban, commuter and residential institution. Originally founded in 1867 as an experimental teacher training school, the institution has evolved into a multipurpose university committed to meeting the needs of the urban community.

The primary purpose of Chicago State University is instructional. Degrees are conferred at the bachelor, master's, and doctoral levels. The university offers undergraduate programs in the Colleges of Arts and Sciences, Business, Education and Health Sciences, and the Division of Continuing Education and Nontraditional Degrees Programs. The university offers graduate programs in the Colleges of Arts and Sciences, Education, and Health Sciences, and most recently now offers the doctoral degree in the College of Education and the terminal degree in the College of Pharmacy. In addition to the degree programs, the university offers many courses and programs of study for in-service education through late afternoon, evening and Saturday classes, summer sessions, and extension courses.

Chicago State University is sensitive to the diverse needs and characteristics of its commuter student population. The university's multiracial student body reflects the demographics of the Chicago metropolitan area, particularly the southern and western areas of the city and adjacent suburbs. In addition, the student body includes: more females than males; many part-time students who hold full-time employment; a substantial population of students from low-income backgrounds; and many students who are older than the traditional college age.

The university is located in a residential community on the south side of Chicago, approximately 12 miles from the downtown business district. The 161-acre campus has contemporary buildings attractively placed in a carefully preserved woodland setting.

For additional information about Chicago State University refer to the Internet at www.csu.edu.

1.3. CONTRACTUAL TERMS AND CONDITIONS

All terms and conditions of the Contract resulting from this Request for Proposal (RFP) are provided in Appendix V.

2. PRE-PROPOSAL QUESTIONS

2.1. PRE-PROPOSAL Questions

Questions regarding general proposal should be directed to:
Director of Purchases, Nathan Tindall by E-Mail ne-tindall@csu.com.
All questions must be submitted by February 22, 2010.
Reponses to questions will be returned electronically on February 26, 2010.

3. INSTRUCTIONS TO PROPOSERS

3.1. PROPOSAL PACKAGE

To facilitate evaluation, submit the Proposal in two (2) parts as described below. The parts may be submitted in the same package provided the parts are clearly separated and identified as outlined in Sections 3.1.1 and 3.1.2 below.

3.1.1. Technical Proposal

Submit one (1) original (clearly marked as "Original") and seven (7) copies of the Technical Proposal in a sealed package clearly marked with the RFP number 1010PO and "Technical Proposal". The following documents comprise the Technical Proposal.

Response to the Technical Requirements (Appendix I). This must include the appropriate signature in Appendix I. Completed and signed Forms A and B of the Vendor Disclosure of Financial Interests (Appendix III). Completed and signed Bidders Application Form (Appendix II).

3.1.2. Pricing Proposal

Submit one (1) original (clearly marked as "Original") and 8 copies of the completed and signed Pricing Proposal (Appendix IV) in a separate and sealed envelope that is clearly marked with the RFP number and "Pricing Proposal." The response to Appendix II should include any supplemental or renewal option period pricing schedules (Appendix IV, Section 2).

3.1.3. Contract

A sample copy of a contract is provided in Appendix V **Contract**. A formal contract will be prepare once the firm is selected by the University.

3.2. DELIVERY OF PROPOSAL PACKAGE

The Technical Proposal, including the signed Contract, and the Pricing Proposal, may be either delivered by hand or sent to the Purchasing Division through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the University Purchasing Division and on any correspondence related to the Proposal. The Proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. The University assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the University Postal Delivery System, or some other act or circumstance. **Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened.**

If using an express delivery service, the University recommends that the package be delivered to the designated building and office and not to the University Postal Delivery System or Central Receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

3.3. UNIFORMITY

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. The University reserves the right to waive minor variances or irregularities.

3.4. PROPOSAL MATERIALS

The Proposal material submitted in response to the RFP becomes the property of the University upon delivery to the Purchasing Department and is to be appended to any formal document which would further define or expand the Contractual relationship between the University and the Proposer. All of the material will be considered as part of this RFP.

3.5. ADDENDUM

Any addendum issued to Proposers prior to the Proposal opening date shall include an addendum acknowledgment section. Since all addenda become a part of the Proposal, all addenda must be signed by an authorized Proposer representative and returned with the Proposal on or before the Proposal opening date. Failure to sign and return any and all addendum acknowledgments shall be grounds for rejection of the Proposal response.

3.6. PROPOSAL MODIFICATION

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University. Such notice must be received by the Purchasing Department prior to the time designated for opening of the Proposal. Proposer may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written

request is contained in a sealed envelope that is clearly marked with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal opening date and time. A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

3.7. PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least 90 days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer, unless otherwise specified in this RFP.

3.8. PROPOSER'S RESPONSIBILITY TO READ RFP

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

3.9. ERRORS AND OMISSIONS

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

3.10. RFP INTERPRETATION

Interpretation of the wording of this document shall be the responsibility of the University and that interpretation shall be final.

3.11. CONFIDENTIALITY

From the date of issuance of the RFP until the opening date, the Proposer must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University. The Proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

3.12. USE OF SUBCONTRACTORS

If the Proposer intends to use Subcontractors to perform any portion of the work described in this RFP, the Proposal must clearly state so. The Proposer's response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract.

3.13. PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

It is understood and the Proposer hereby agrees that it shall be solely responsible for all services they propose, notwithstanding the detail present in the RFP.

3.14. ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER

All responses require an Illinois Department of Human Rights (IDHR) number or a statement by the Proposer that a PC-1 Employer Report Form has been submitted to the Department. Include the IDHR number in Appendix V, Bidders Application Form and Supplemental Application for Professional and Artistic Service Prequalification.

Note: If a Proposer is applying for an IDHR number you will have to pay a \$75 registration fee for the number.

For more information, contact the IDHR, Public Contracts Unit, Suite 5-100, 100 West Randolph Street, Chicago, Illinois 60601, (312) 814-2431, or see the following Websites: <http://www.state.il.us/dhr/index> or <http://www.state.il.us/cms>.

3.15. TAXPAYER IDENTIFICATION NUMBER

The Proposer is required to provide its Taxpayer Identification Number (TIN) in the Contract (Appendix III). The following instructions pertain to the TIN.

- Enter the Proposer's taxpayer identification number in the appropriate space in the Contract (Appendix IV). **For individuals and sole proprietors, this is the individual's social security number.** For other entities, it is the employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.
- If the Proposer does not have a TIN, apply for one immediately. Individuals must complete Form SS-5, Application for a Social Security Number, which can be obtained from a local office of the Social Security Administration. All other entities must complete Form SS-4, Application for Employer Identification Number, which can be obtained from a local office of the Internal Revenue Service.

3.16. UNION REPRESENTATION

Proposers are hereby notified that all type of workers employed by the University is currently represented by Local local number, union name, and union address.

3.17. UNIVERSITY'S GOALS FOR CONTRACTING WITH MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES

In support of the Business Enterprise for Minority, Female and Persons with Disabilities Act (MAFBE; 30 ILCS 575 et seq., as amended) the University has established the goal of 19% of its contracts to be awarded to minority (5%), female (12%), and disabled (2%) businesses. The University encourages minority, female and disabled business enterprises to compete for and participate in University contracts. The goals can be met by means of contracts let directly to minority, female and disabled business firms by the University, or indirectly by the Proposer's ordering goods or services from minority, female and disabled firms when suppliers or subcontractors are needed to fulfill the Contract.

Information about the Proposer's MAFBE status must be included in the Bidders Application Form (Appendix II) as part of the submission. The Proposer, if awarded a Contract, agrees to notify the University of Illinois of changes to its status as a minority, female or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

The Proposer agrees to identify minority, female and disabled business firms providing the Proposer with goods or services in the fulfillment of the Contract requirements, and further agrees to report, upon request by the University, the dollar value of purchases made with these firms. Upon request, the University will provide a list of certified minority, female and disabled business firms that may be contacted to fulfill the requirements of this Contract.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1. ACCEPTANCE OF PROPOSALS

The University reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the University.

4.2. PROPOSER QUALIFICATIONS

The Proposer must demonstrate that it has the Marking, Communication and advertising experience and knowledge necessary to successfully perform the services specified in this RFP. A Proposer must be admitted to the Illinois State Bar and have practice law in Illinois for a minim of 15 years.

4.3. PROPOSER PRESENTATIONS

The University reserves the right to, but is not obligated to, request and require that each Proposer provide a formal presentation of its Proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No Proposer will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Proposer.

4.4. RIGHT TO INSPECT

The University reserves right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Proposer and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined that the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. The University reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

4.5. PAYMENT TERMS

Payment terms of less than sixty (60) days will not be considered in making the Contract award. However, any applicable discount offer will be taken if payment is processed within the stated time.

4.6. 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.

The University will award the Contract to the responsible offeror 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.

Proposals will be evaluated on the following criteria, which are listed in the relative order of importance:

1. Compliance with these Proposal specifications
2. Ability to perform services
3. Respondent must have a minimum of five (5) years experience in communications marketing, advertising social media/marketing, digital strategies, video production, branding, and public relations in the not-for-profit sector.
4. Respondent must provide three (3) case studies with similar scope and focus along with supporting examples and materials that demonstrate successful outcomes.
5. Proven sensibility in working with a racially and ethnically diverse educational Institution.
6. Respondent must provide three (3) references of satisfied clients with similar scopes of service. Favorable recommendations from referenced clients where similar or like services are or were being performed.
7. Respondents must have an office or satellite office within the state of Illinois.
8. As the successful Respondent will work with University students and staff. Respondents' staff must have the ability to pass a background check.
9. Quality and completeness of proposal response.
10. Cost of service.

5. 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 Professional and Artistic Services required at fair and reasonable prices/compensation and whose Proposal is deemed to be in the best interest of the University.

6. SCOPE OF SERVICES

The scope of work for the development and delivery of a turnkey communications department will include the development and implementation of a comprehensive communications strategy, including specific goals, objectives, and timeline for this function, with the scope of work to include:

1. Ongoing strategic counsel and day-to-day coordination of proactive and reactive communications function.
2. Development of policies, procedures, and protocols to increase the efficiency of the communications function, and to guide both internal and external communications efforts.
3. Development, refinement, and delivery of key messages and branding, including tools, marketing materials, talking points, and speeches to support both internal and external communications.
4. Hands-on assistance in the development and implementation of a process and protocol

to identify, track and showcase alumni success stories.

5. Media relations strategy development and implementation, including media database and materials development, identification of creative story pitches, media outreach and follow-up, scheduling and facilitation of interviews and media monitoring. Priority emphasis on proactive outreach to top-tier local and national print, broadcast, and online media outlets. Staff and instructor media training must be included.
6. Direct outreach, including development and implementation of messages and strategies to more fully engage current and new donors and supporters, including board members.
7. Collateral materials development, including design and copy-writing of key print and electronic communications for use in development and/or government relations activities.
8. Review of all organizational materials to ensure inclusion of appropriate communications language critical to the success of achieving internal and external communications goals and objectives.
9. Create assessment tools, participate in the assessment process, and provide staffing relating to the organization's presence at certain, high quality/highly visible public events, conference, workshops, community fairs, etc., with targeted collateral materials.
10. Video production management and strategy, including script-writing, cataloguing existing and future footage, and pre- and post-production activities for a limited number of new pieces for use in development and/or government relations activities.
11. Digital strategies, including consultation and ongoing maintenance of University's new Web site and strategic counsel and assistance in implementing initial presence for the University on select social media channels (e.g., Facebook, YouTube, Twitter, FLICKR, etc.) This includes the cataloguing and maintenance of the organization's photo asset management and archival system, FLICKR.
12. Assist in the recruitment/identification and interviewing process, making Recommendations related to the hiring of new staff at the end of the contract term. Orientation and training of new staff is also required.
13. At the end of the engagement, create a two-year fundamental Communications Strategy Plan and timeline to align with goals and objectives created as a result of, and to build on, the work resulting from this consultant engagement.

Staffing Plan

- a) Respondent must provide a summary of the personnel who will be dedicated to the services described in this RFP. Respondent must submit resumes, or corporate personnel profiles, with past experience for each of the key personnel.
- b) Respondent must provide a chart outlining its organizational personnel structure and a list of the key personnel who will participate. Respondent must indicate each person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Services.
- c) Respondent must designate a primary contact and specify the assigned responsibilities of this person.
- c) Respondent must provide an estimate of hours to be dedicated to the project corresponding with each staff level.
- e) Respondent must provide scheduled, on-site weekly, if not daily, presence.

7 SIGNATURES

By signing this Proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP. Any exceptions to terms, conditions and specifications must be clearly identified in a cover letter referencing the pertinent section from this RFP. The person signing below represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below:

Company name:

Address:

Telephone number:

Signature:

Date:

Appendix I Technical Requirements

Submit response to the evaluation criteria in this section:

Appendix II Bidder Application

Go to the following website to obtain a down loadable copy of the required form: <http://www.procure.stateuniv.state.il.us/forms.htm>

Appendix III Vendor Disclosure of Financial Interests

Go to the following website to obtain a down loadable copy of the required form: <http://www.procure.stateuniv.state.il.us/forms.htm>

Appendix IV Pricing Proposal

Respondent must provide a monthly retainer cost proposal, clearly delineating the cost of each of the services requested in the scope of work.

\$ _____

ANY OTHER CONSIDERATION:

Appendix V Contract

The flowing is a sample of a CSU contract:

CHICAGO STATE UNIVERSITY

Contract

P.O. # _____

PARTIES

This Contract is entered into between The Boards of Trustees of the Chicago State University, on behalf of Chicago State University (hereinafter referred to as

"University"), and with _____ (hereinafter referred to as "Contractor") which has a principal address at

—

_____.

SCOPE OF SERVICES TO BE PERFORMED

Contractor shall provide the services set forth herein:

List of Attachments incorporated by reference is as follows:

DURATION OF CONTRACT

The term of this Contract shall begin _____ and end _____. If the date of full execution of this Contract (signature by both parties) is later than the beginning date stated above, the date of full execution shall be considered the beginning of the term. Contractor shall not supply any goods or services prior to full execution of this Contract.

This Contract may be extended for a period of _____ unless terminated as provided herein, or extended by amendment or renewal options to this Contract.

RATE OF COMPENSATION

1. 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. 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:

A. A one-time lump sum payment of \$_____; OR

B. At the rate of \$_____ per _____, as invoiced or for _____; OR

(i.e. Hour, Day, Month)

(length of time)

- C. An initial payment of \$ _____, followed by _____ payments of \$ _____ to be paid in equal installments, totaling \$ _____ for this Contract.

3. Travel Expenses

Reasonable travel expenses not to exceed \$ _____ will be reimbursed with prior University approval and in accordance with University policy. Reimbursement requires appropriate documentation as determined by the University.

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 Illinois Compiled Statutes 540/0.01), and will be subject to its terms only.

Due to subsequently discovered evidence, the University may withhold or nullify the whole, or any part, of any invoice to such extent as the University may deem necessary to protect the University from loss relating to: 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.

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 contract representative. The Purchase Order Number (or Contract Number, if applicable) must be included on the invoice.

TERMINATION

The University may cancel this 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 unsatisfactory quality or level of service 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.

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 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.

This contract may be terminated without cause by either party upon _____ day's written notice. Upon termination the vendor shall be paid for work satisfactorily completed.

STANDARD AGREEMENTS

1. Laws of Illinois:

- A. This Contract shall be governed in all respects by the laws of the State of Illinois.
- B. Contractor, Subcontractors, etc. shall pay to all laborers, workmen, and mechanics performing work under the Contract, no less than the prevailing rate of wages as determined by the Illinois Department of Labor.
- C. Whenever there is a period of excessive unemployment in the State of Illinois (Ill. Rev. Statutes, Ch. 48, par. 2201 ET seq.), the Contractor shall employ only Illinois laborers for this project.

2. Unlawful Discrimination:

- A. Vendor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (Ill Rev. Stat., 1979, Ch. 68, par. 1-101 et seq.) and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
- B. Vendor agrees to comply with Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under Contracts for public buildings or public work, (Ill. Rev. Stat. 1987, Ch. 29, par. 17 et seq.). The provisions of this Act are made a part of this Contract by reference as though set forth in full herein.

3. **Conflict of Interest:** Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest (Public Act 90-572, Article 50, Section 50-13) and all the terms, conditions and provisions of those sections apply to this Contract and are made a part of this Contract the same as if they were incorporated and included herein.
4. **Hold Harmless:** The Contractor shall define, indemnify, keep and save harmless the Board of Trustees of Chicago State University, its board members, representatives, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under this Contract by the Contractor or his Subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. In the event of any injury (including death) or loss or damage, or claims thereto, the Contractor shall give prompt notice to the Chicago State University Board of Trustees.
5. **Subcontractor Disclosure:** Contractor will state whether or not they will utilize the services of a Subcontractor to fulfill obligations under this Contract. If a Subcontractor will be used, this Contract must include the names and addresses of all such Subcontractors and the anticipated amount they will receive pursuant to the Contract. Contractor's signature attests to the fact that Subcontractors will not be utilized unless such a list is attached.
6. It is understood and agreed by and between the Parties hereto that this Contract constitutes the entire agreement between the Parties, that there is no part of the Contract not set forth herein, and that no alterations, changes, or additions therein shall be made, except in writing approved by the Parties hereto.
7. The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the above covenants herein contained.
8. Public Act 90-572 of the Illinois Procurement Code (Article 20, Section 20-65) requires that the Vendor or Contractor shall maintain, for a minimum of 3 years, after the completion of disbursements of funds passing in conjunction with this Contract, the Contract and all books, records, and supporting documents related to the Contract. Such shall be available for review and audit by the Auditor General, and the Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Act shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
9. **Felony:** The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or Contract. The Contractor acknowledges that the contracting agency shall declare the Contract void if this certification is false.
10. Under penalty of perjury, the undersigned hereby certifies:
 - A. That it has not been convicted of bribery nor attempting to bribe an officer or employee of the State of Illinois, nor has the Vendor had an admission of guilt of such conduct, which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such admission of bribery on behalf to the firm and pursuant to the direction or authorization of a responsible official of the firm as provided in the Illinois Procurement Code (Public Act 90-572, Article 50, Section 50-1).
 - B. That it is not in default of educational loans as provided in Section 30-15.12 of School Code.
 - C. That the Vendor has not been barred from contracting with Chicago State University as a result of a violation of Section 33E-3 or 33E of the Criminal Code 1961 (Ill. Rev. Stat. 1988 Supp., ch. 38 pars. 33E3 or 33E4).
 - D. In accordance with Illinois Income Tax Act, Section 708, vendor declares that he/she is a resident of the State of _____.
 - E. That it has read the Drug Free Workplace Act (PA 86-1459) and is in compliance with the Act. The Drug Free Workplace Act requires, in part, that Contractors with 25 or more employees 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 programs, of prohibited activities and of sanction that will be imposed for violation; and that individuals with Contracts not engage in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. These requirements apply to Contracts of \$5000 or more.
 - F. The Contractor or Bidder certifies that they are not barred from being awarded a contract under 30 ILCS 500/50-11, which 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 the Contract.
11. 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 any child under the age of 12.
12. The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

13. The Contractor certifies in accordance with 30 ILCS 500/50-12 that the Bidder or Contractor is not barred from being awarded a Contract under this Section. The Contractor acknowledges that the contracting agency may declare the Contract void if this certification is false.
14. The contractor certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).
15. 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 has submitted a copy of the Certificate of Registration to the Chief Procurement Officer for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c) it acknowledges a continuing duty to update the registration. Any 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.
16. I, or the organization I represent, will comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations promulgated there under, to the extent applicable in each transaction.
17. Neither the organization I represent nor any of its employees or subcontractors who may provide services pursuant to any Contract with the University is currently the 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. My organization represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from Federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U. S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. My organization 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 <http://www.state.il.us/agency/oig/search.asp>. The University will terminate any contract without penalty to University if my organization becomes excluded during the life of any contract.
18. I certify that the information contained herein is correct. I understand that misrepresentation may be cause for removal from the qualified vendor list and any other penalties allowed by law. If any of the vendor information on this form changes, the vendor must complete a new form and check updated vendor information. The form must then be resubmitted to the address indicated at the bottom of page four of this form.

TAXPAYER IDENTIFICATION

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

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

SIGNATORIES

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. This Contract is invalid unless signed by the President or designee for the Board of Trustees of Chicago State University.

For the Board of Trustees of Chicago State University

Contractor

By: _____

Dr. Wayne D. Watson, President
Chicago State University

Signed

Type or Print Name

Title

Date

Office Use Only

Purchasing Department – ADM 111
9501 South King Drive, Chicago, IL 60628
(773) 995-2424
(773) 995-4492 * FAX

Appendix VI State Board of Elections Certification Required by Public Act 95-971

NEW STATE OF ILLINOIS REQUIREMENT **PLEASE READ CAREFULLY BEFORE RESPONDING**

State Board of Elections Certification Required by Public Act 95-971

INSTRUCTIONS:

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

Note:

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

Please refer to Public Act 95-971, which is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971&GA=095>, and the State Board of Elections website (www.elections.il.gov) for more specific information on whether you are required to register or not. Information on how to submit copies of the registration certificate to the Chief Procurement Officer for Higher Education is available at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>).

CERTIFICATION:

You must check the box that applies to you:

The bidder/proposer 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;
(c) it has submitted a copy of its Certificate of Registration to the Chief Procurement Officer for Higher Education; and
(d) 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.

**** Reminder ****

____ Unless you are currently exempt from registering under Box #1 above, you are required to provide a copy of your certificate of registration with your bid or proposal. Before submitting your bid or proposal, check here to confirm that a copy of your certificate of registration is attached.