

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

Office of Business and Financial Services

Purchasing Division

Request for Proposal

MEC142

Marketing

Department of Pharmacy Practice at the

University of Illinois at Chicago

PROPOSAL DUE DATE: April 27, 2010

PROPOSAL DUE TIME: 3:00 pm

NOTE: Proposer must complete the enclosed Appendix 4: Vendor Disclosure of Financial Interests. Failure to complete and return this form with Proposer's response may result in its being considered non-responsive to this solicitation.

General Procedures and technical questions regarding this RFP's specifications should be directed to:

Mary Cooke, CPPB
Contract Coordinator
University of Illinois at Chicago
Office of Business and Financial Services
Purchasing Division/ Contract Section
809 South Marshfield Ave. (M/C 560)
Chicago, IL 60612-7203
Phone: 312-413-1610
Fax: 312-996-3135
E-mail: maryc@uic.edu

Send or deliver Proposal to:

University of Illinois at Chicago
Office of Business and Financial Services
Purchasing Division, M/C 560
809 South Marshfield Avenue, Room 310
Chicago, Illinois 60612

TABLE OF CONTENTS

INFORMATION FOR PROPOSERS

1. Introduction
 - 1.1. Overview
2. Contractual Terms and Conditions
3. Pre-Proposal Conference
 - 3.1. Pre-Proposal Conference
 - 3.2. Access to the Pre-Proposal Conference
4. Instructions to Proposers
 - 4.1. Availability of Documents
 - 4.2. Contents of Proposal Package
 - 4.2.1. Technical Proposal
 - 4.2.2. Pricing Proposal
 - 4.2.3. Contract
 - 4.3. Submission of Proposal Package
 - 4.3.1. Delivery of Proposal Package
 - 4.3.2. Addendum
 - 4.3.3. Proposal Materials
 - 4.3.4. Proposal Modification
 - 4.3.5. Illinois Department of Human Rights Number
 - 4.3.6. University's Goals for Contracting with Minorities, Females, and Persons with Disabilities
 - 4.4. RFP Interpretation
 - 4.5. Period of Firm Proposal
 - 4.6. Use of Subcontractors
 - 4.7. Uniformity
 - 4.8. Proposer's Responsibility to Read RFP
 - 4.9. Errors and Omissions
 - 4.10. Confidentiality
 - 4.11. Proposer's Responsibility for Services Proposed
5. Proposal Evaluation Procedure and Criteria
 - 5.1. Acceptance of Proposals

- 5.2. Proposer Qualifications
- 5.3. Proposer Presentations
- 5.4. University's Right to Inspect
- 5.5. Payment Terms
- 5.6. Evaluation of Proposals
- 6. Award of Contract
- 7. Post-Performance Review

APPENDIX 1: TECHNICAL REQUIREMENTS

- 1. Scope of Services
- 2. Reports and Other Deliverables
- 3. Program Plan
- 4. Proposer's Questionnaire
- 5. Out of state preferences
- 6. MAFBE
- 7. Delinquent payment of debt
- 8. HIPAA & JCAHO
- 9. Illinois Information Technology Act
- 10. Commitment to Sustainability
- 11. University of Illinois at Chicago Option to Purchase
- 12. Disclosure of Business in Iran
- 13. Campus Option to Purchase
- 14. State Board of Elections Certification Required by Public Act 95-971 Instructions:
- 15. Signature

APPENDIX 2: PRICING PROPOSAL

- 1. Method and Rate of Payment
- 2. Renewal Options
- 3. Signature

APPENDIX 3: CONTRACT

APPENDIX 4: VENDOR DISCLOSURE OF FINANCIAL INTERESTS

**APPENDIX 5: ILLINOIS PUBLIC HIGHER EDUCATION BIDDER APPLICATION
FORM**

INFORMATION FOR PROPOSERS

1. INTRODUCTION

1.1. OVERVIEW

The Board of Trustees of the University of Illinois on behalf of the Department of Pharmacy Practice, at the University of Illinois at Chicago (UIC) is seeking Proposals from qualified firms to perform marketing services for the Department of Pharmacy Practice and our seven diverse UIC ambulatory pharmacies. The contract will be for the period May 31, 2010 through May 30 2012, or upon execution, if later, with the option to renew for three additional one (1) year periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds.

The University desires to evaluate the current marketing strategy, and develop a long-term plan utilizing Guerrilla, social network, and mobile marketing techniques. The goal is to increase the customer base and revenue at all seven UIC ambulatory pharmacies. This will include creation and implementation of Guerilla and social marketing campaigns, and a long term marketing plan that can be implemented by the pharmacy staff. The strategic marketing plan and execution will also require graphic design of camera ready marketing and advertising materials.

2. CONTRACTUAL TERMS AND CONDITIONS

All terms and conditions of the Contract(s) resulting from this Request for Proposal (RFP) are provided in Appendix 3.

3. PRE-PROPOSAL CONFERENCE

3.1. PRE-PROPOSAL CONFERENCE

The University will hold a pre-proposal conference at the Department of Purchasing 809 South Marshfield, Chicago, Illinois 60612, on **Thursday April 1, 2010**, from 9:30 am to 10:30 am. Representatives of the University will be present to answer any questions regarding the services requested or proposal procedures. Prospective Proposers should respond to Mary Cooke, Contract Coordinator, via e-mail at maryc@uic.edu or 312-413-1610 on or before **Tuesday, March 30, 2010**, with firm name and number of attendees. A maximum of two (2) representatives from each firm may attend.

All questions regarding this request for proposal must be submitted by e-mail to maryc@uic.edu no later than **Wednesday, April 7, 2010**.

3.2. ACCESS TO THE PRE-PROPOSAL CONFERENCE

If special accommodations are required for Proposer to attend the Pre-Proposal Conference or the proposal opening, contact the Purchasing Division no later than three (2) days before the event.

4. INSTRUCTIONS TO PROPOSERS

4.1. 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>

Interested suppliers should note that, unless otherwise stated in the bid or RFP documents, there is no charge or fee to obtain a copy of or respond to documents posted for competitive solicitation. Suppliers intending to respond to any posted solicitation are encouraged to visit the web site above to insure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any amendments to them, available to suppliers after they have completed a simple registration process. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

Any suppliers 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. The issuing University is not responsible for insuring that all or any procurement documentation is received by a supplier that is not appropriately registered with the issuing University.

4.2. CONTENTS OF PROPOSAL PACKAGE

To facilitate evaluation, submit the Proposal in three (3) 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 4.2.1, 4.2.2, and 4.2.3 below.

4.2.1. Technical Proposal

Submit **two (2) originals** (clearly marked as “Original”) and **four (4) copies** of the Technical Proposal in a sealed package clearly marked with the RFP number and “Technical Proposal”. The following documents comprise the Technical Proposal.

- a. Response to Appendix 1: Technical Requirements. This must include the appropriate signature in Appendix 1, Section 8.
- b. Completed and signed Forms A and B of Appendix 4: Vendor Disclosure of Financial Interests.
- c. Completed and signed Appendix 5: Illinois Public Higher Education Bidder Application Form.

4.2.2. Pricing Proposal

Submit **two (2) originals** (clearly marked as “Original”) and **four (4) copies** of the completed and signed Pricing Proposal (Appendix 2) in a separate sealed envelope that is clearly marked with the RFP number and “Pricing Proposal.” The response to Appendix 2 should include any supplemental or renewal option period pricing schedules.

4.2.3. Contract

Submit **two (2) originals** of the completed and signed Contract (Appendix 3).

- a. Each Contract submitted must bear an original signature and date.
- b. Complete the Articles pertaining to Contractor name and address, notification information, and taxpayer identification number.
- c. Clearly identify any exceptions to the terms and conditions of the Contract(s) by referencing the pertinent Article in a letter submitted with the

signed Contracts. Such exceptions will be considered when evaluating the Proposer's response to this RFP.

4.3. SUBMISSION OF PROPOSAL PACKAGE

4.3.1. Delivery of Proposal Package

The Technical Proposal, the signed Contracts, 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 package must 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.

4.3.2. 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 may be grounds for rejection of the Proposal response.

4.3.3. Proposal Materials

The Proposal material submitted in response to the RFP becomes the property of the University upon delivery to the Purchasing Division 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.

4.3.4. 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 Division prior to the time designated for opening of the Proposal. A 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.

4.3.5. 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 5: Illinois Public Higher Education Bidder Application Form.

Note: If a Proposer received an IDHR number prior to July 1, 1998, the Proposer may be required to apply for a new number. Proposer is affected by this notice if the IDHR number is 89999-00-0 or lower. 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 web sites below.

<http://www.state.il.us/dhr/index>

<http://www.state.il.us/cms>

4.3.6. University's Goals for Contracting with Minorities, Females, and Persons with Disabilities

If the Proposer's firm is not owned by a minority, a female or disabled person, include a plan to order supplies or subcontract for services with such firms. The plan should indicate the estimated value as a percentage of the total Pricing Proposal, Appendix 2. The plan should also indicate the names of the minority, female and disabled businesses that will be used, the type of certification they have, and the agency certifying their status.

4.4. RFP INTERPRETATION

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

4.5. PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least one-hundred-twenty (120) 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.

4.6. USE OF SUBCONTRACTORS

If the Proposer intends to use Subcontractors to perform any portion of the work required, include a description of which portion(s) of the work will be subcontracted, the names and addresses of potential Subcontractors, and the expected payment amount each will receive under the Contract. Completed and signed forms A and B of the Vendor Disclosure of Financial Interests (Appendix 4) must be included for all proposed Subcontractors. Proposers are encouraged to make use of the subcontractors certified through the Minority and Female Business Enterprise Act (MAFBE). Refer to Appendix 5, Article 14(B) for further information on MAFBE.

A contractor may not use the services of other contractors or subcontractors not named in the Contractor's Proposal without prior written permission of the University. If at any time during the term of the resulting 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.

4.7. 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.

4.8. PROPOSER'S RESPONSIBILITY TO READ RFP

It is the Proposer's responsibility to thoroughly examine and read the entire RFP document. Failure of a Proposer to acquaint itself fully with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

4.9. 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 required 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.

4.10. 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.

4.11. PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

It is understood and the Proposer hereby agrees that it shall be solely responsible for all services it proposes.

5. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

5.1. 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.

5.2. PROPOSER QUALIFICATIONS

In addition to any qualifications expressed elsewhere in this RFP, 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 RFP. A Proposer must be financially solvent.

5.3. 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.

5.4. UNIVERSITY'S 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.

5.5. PAYMENT TERMS

The University's normal payment terms are net thirty (30) days from completion of requested services or receipt of invoice whichever is later. Alternate payment terms need to be clearly stated in the response to this RFP.

5.6. 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.

The following evaluation factors, grouped by relative order of importance, will be used in determining the best-qualified offers:

5.6.1 Higher Importance:

- Meet all of the qualification as set forth in Appendix 1, Technical Requirements;
- Program Plan for performing required service
- General Experience
- Detailed knowledge and expertise in Guerrilla and social marketing;
- Ability to utilize imaginative and unconventional systems of promotion along with traditional methods.
- Knowledge of and expertise with marketing and advertising strategies for University departments, ambulatory pharmacies, medical-center based ambulatory pharmacies, and the retail and hospital pharmacy industry;
- Qualification and abilities of personnel to perform the services being requested;
- Compliance with the RFP specifications;
- Favorable past performance with similar client inclusive of meeting milestones and deadlines;
- Pricing;

5.6.1 Lesser importance:

- Location proximity to the University;
- Adequacy of financial resources;
- Overall quality and completeness of response;
- Familiarity with at least one of UIC's already established centers/institutes or similar institution.

6. 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.

7. POST-PERFORMANCE REVIEW

Post-performance review of the successful Proposer in providing the required services will be done by the appropriate Department committee(s). The successful Proposer's performance will be reviewed based on the manageability and effectiveness of the software combined with the quality, ease of use, and ease of maintenance.

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Department of Pharmacy Practice at the

University of Illinois at Chicago

APPENDIX 1: TECHNICAL REQUIREMENTS

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This Appendix and successful Proposer's (Contractor's) response to it will be incorporated into the final Contract.

1. SCOPE OF SERVICES

The goal of the Department of Pharmacy is to evaluate the current marketing strategy, and to increase the customer base and revenue for seven diverse UIC Ambulatory Pharmacies. This will include creation and implementation of Guerrilla and social marketing campaigns, website marketing techniques, and a long term marketing plan that can be implemented by the Pharmacy staff.

1.1. THIS SERVICE WILL INCLUDE:

- 1.1.1. Six to eight hours on-site meeting with various pharmacy staff members each week. Three times weekly emails summarizing work being done on project;
- 1.1.2. Daily Facebook and Twitter updates designed to work towards the goal to grow the client base for the UIC Pharmacies through Guerrilla and social marketing campaigns;
- 1.1.3. Graphic Design of camera ready marketing materials;
- 1.1.4. Oversee implementation of marketing plan.

1.2. REQUIRED QUALIFICATIONS:

- 1.2.1. Knowledge of and experience with marketing and advertising strategies for ambulatory, medical center-based pharmacies;
- 1.2.2. Successful Guerrilla and social marketing campaigns in the retail pharmacy sector;
- 1.2.3. In-house graphic design services of camera ready marketing and advertising materials;
- 1.2.4. Experience with pharmaceutical and medical marketing;
- 1.2.5. Experience with health care marketing in the retail environment as well as the health care environment;
- 1.2.6. Consumer marketing experience;
- 1.2.7. Experience marketing to younger demographics (students) including social media;
- 1.2.8. Experience with mobile marketing strategies;
- 1.2.9. Past success in increasing the customer base for health care, service-based client;
- 1.2.10. Graphic designer on staff for all services required in the contract;
- 1.2.11. Daily communications with client, and required weekly face to face meetings.

2. REPORTS AND OTHER DELIVERABLES

- 2.1 The Contractor will provide monthly progress reports of the campaign development and summary of metrics to determine success.
- 2.2 A detailed written analysis on the current marketing and advertising strategies will be provided by the Contractor.
- 2.3 Contractor will provide daily updating of social marketing sites such as Twitter and Facebook.
- 2.4 Contractor will provide design of camera ready marketing and advertising material at no additional cost.
- 2.5 These reports are to be submitted via email to the University Contract Representative, Janet Engle / Craig Conrad, e-mail address: uicpharm@uic.edu.

3. PROGRAM PLAN

The Proposer must provide a Program Plan to support its Proposal. This Program Plan should describe the programs, assumptions, commitments, and expectations of the Proposer in providing the services required by the University. The Program Plan should also include reporting commitments and specific suggestions regarding communication, planning, and performance review.

4. PROPOSER'S QUESTIONNAIRE

Proposer must provide the following information.

- A. List a minimum of 3 client references that are medium to large medical centers (academic medical centers are preferred) that we can contact regarding your product. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.
- B. The name, address, telephone, fax number, e-mail, and primary contact person of your company.
- C. Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- D. Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP including, but not limited to:
 - Technical training;
 - General experience;
 - Specific experience with services being requested;
 - Qualification and abilities to perform the services being requested.
- E. Provide a preliminary work plan that describes how the tasks set forth will be accomplished and when you are able to start the project.

- F. Describe the expected level of involvement of UIC Pharmacy staff. What type of assistance or support will you require from UIC Pharmacy employees?
- G. What differentiates your firm from others in your field? Describe the tools, systems, and methods that you will employ that are unique or known to have been particularly effective in obtaining optimal results. Comments should be specific.
- H. Qualifications and abilities to perform the services being requested.
- I. Discuss your firm's experience with similar clients.
- J. The company's most recent Annual Report and its financial statements for the past three (3) fiscal years, including Balance Sheets and Statements of Revenue and Expenses, or other documentation that demonstrates financial solvency.
- K. Other information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested.
- L. Provide the history and philosophy of your firm and the experience it has with providing requested services provided to healthcare industry and higher education. Provide sufficient detail to demonstrate your thorough knowledge and understanding of the healthcare industry.

5. OUT OF STATE PREFERENCES

If the Proposer is out-of-state (not having an establishment for transacting business within the State of Illinois) and if the Proposer's state for transacting business has a preference law favoring in-state Proposers, indicate the percentage of this preference.

6. MAFBE

If the Proposer's firm is not owned by a minority, a female or disabled person, include a plan to order supplies or subcontract for services with such firms. The plan should indicate the estimated value as a percentage of the amount proposed in Appendix 2: Pricing Proposal. The plan should also indicate the names of the minority, female and disabled businesses that will be used, the type of certification they have, and the agency certifying their status.

7. DELINQUENT PAYMENT OF DEBT

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

8. HIPAA & JCAHO

The successful proposer must comply with the University in meeting the Health Insurance Portability and Accountability Act (HIPAA) and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) standards if the services involve the sharing of Protected Health Information (PHI).

9. ILLINOIS INFORMATION TECHNOLOGY ACT

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

10. COMMITMENT TO SUSTAINABILITY

The University is committed to sustainability and encourages programs and initiatives which will foster a proactive approach to environmentally preferable processes and design.

11. UNIVERSITY OF ILLINOIS AT CHICAGO OPTION TO PURCHASE

The Proposer should discuss its willingness to allow other departments at the University of Illinois at Chicago (UIC) to purchase the offered items at the same prices, terms and conditions offered in this Sealed Bid?

12. 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 bid, offer, or proposal the bidder, offeror, or proposing entity, 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. _____

Signature

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

Signature

13. CAMPUS OPTION TO PURCHASE

The Proposer should discuss its willingness to allow the other two campuses of the University of Illinois to purchase the offered services at the same prices, terms, and conditions offered in this RFP. If willing and the Proposal is considered the acceptable low offer, the Proposal will be distributed to the Directors of Purchasing at the other campuses for their consideration in purchasing the items or services offered, based on availability of funds and/or decision to exercise such option to purchase.

14. 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.

15. SIGNATURE

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, and in the same sequence, as it appears in this RFP.

The person signing below represents and warrants that he/she has authority to bind his/her company. Please complete all information.

Company name: _____

Address: _____

Email address: _____

Telephone number: _____

Signature: _____

Name: _____

Typed or printed name of individual signing Proposal

Date: _____

Request for Proposal

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Marketing

For the Department of Pharmacy Practice at the

University of Illinois Chicago

APPENDIX 2: PRICING PROPOSAL

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This Appendix and successful Proposer's (Contractor's) response to it will be incorporated into the final Contract. The University makes no guarantee that the services identified in this RFP will be required as of the dates or in the quantities indicated.

1. METHOD AND RATE OF PAYMENT

The hours indicated is an estimate only. There is no guarantee of minimum utilization or expenditure during the contract period. Prices must be held firm for the entire contract period specified in this proposal.

The University will determine the pricing that is in the best interest of the University.

1.1 HOURLY RATE: Please provide an hourly rate based on an annual estimate of 1560 hours.

	Estimated annual hours	Hourly Rate	Total
Enter the hourly rate based on an annual estimate of 1560 hours for the marketing services as specified in this RFP.	1560	\$_____	\$_____

1.2 TRAVEL EXPENSES

There will be travel expenses up to \$500 for travel costs such as parking allowable under the awarded contract. **University will not allow any changes or exceptions to this clause.**

Proposer understands and must follow the Travel Expenses Clause.

Accepts_____

Does not Accept _____

2. RENEWAL OPTIONS

The University desires an option to renew the Contract that may result from this RFP. Should Contractor make a renewal option offer, the University reserves the right to renew the Contract for the periods indicated below at the Proposal prices and stated conditions, contingent upon continuing need and availability of funds. Please indicate option offer(s) in the following table.

	Do you offer a renewal option?	If renewal option is offered, will prices remain firm for the option period?	If prices will not remain firm for the option periods, indicate the maximum percent increase or decrease.
First one-year renewal	☐ yes ☐ no	☐ yes ☐ no	+ _____ % or - _____ %
Second one-year renewal	☐ yes ☐ no	☐ yes ☐ no	+ _____ % or - _____ %
Third one-year renewal	☐ yes ☐ no	☐ yes ☐ no	+ _____ % or - _____ %

If the University decides to exercise its right to renew the Contract, a revised price schedule will be included with the renewal. The revised price schedule will be based on the amounts stated in Appendix 2, adjusted for any increase or decrease as provided in Appendix 2, Section 2. Renewal Options.

3. SIGNATURE

By signing this Proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP, signifies that this is a firm price for providing the requested services, and agrees to hold the prices firm as required in the RFP. The Proposer signifies travel costs, if allowed in this RFP, are an accurate estimate. 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: _____

Email: _____

Telephone number: _____

Signature: _____

Name: _____

Typed or printed name of individual signing Proposal

Date: _____

Request for Proposal

MEC142

Marketing

Department of Pharmacy Practice at the

University of Illinois at Chicago

APPENDIX 3: CONTRACT

UNIVERSITY OF ILLINOIS
Chicago • Springfield • Urbana-Champaign

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

Table of Contents

Article 1. Introduction	1
Article 2. Definitions	1
Article 3. Scope of Services.....	1
Article 4. Effective Date and Duration of Contract	1
Article 5. Termination	1
Article 6. Notification.....	2
Article 7. University Administration of Contract	2
Article 8. Subcontractors.....	3
Article 9. Compensation	3
Article 10. Indemnification.....	4
Article 11. Insurance.....	4
Article 12. Bonding	6
Article 13. Rights in Work Product.....	6
Article 14. HIPAA Compliance.....	7
Article 15. Certifications by Contractor	10
Article 16. Medicare Access to Books and Records	13
Article 17. Account Settlement Legal Action.....	13
Article 18. Tax Status.....	13
Article 19. General Provisions	13

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

ARTICLE 1. INTRODUCTION

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

ARTICLE 2. DEFINITIONS

N/A

ARTICLE 3. SCOPE OF SERVICES

Contractor shall provide the services set forth herein.

3.01 Services to Be Performed

Services to be performed incorporate Appendix 1 of Request for Proposal (RFP) MEC142, the Contractor’s response to RFP MEC142, and any applicable addenda.

3.02 Reports and Other Deliverables

Reports and other deliverables incorporate Appendix 1 of Request for Proposal (RFP) MEC142, the Contractor’s response to RFP MEC142, and any applicable addenda.

ARTICLE 4. EFFECTIVE DATE AND DURATION OF CONTRACT

4.01 Term of Contract

The term of this Contract shall be from May 31, 2010 for two years or from the date of execution of this Contract, whichever is if later, through May 30, 2012 unless terminated as provided herein, or extended by amendment, or renewal options to this Contract

4.02 Renewal Option

This Contract is renewable at the option of University under the same terms and conditions for two (2) additional twelve (12) month period(s). This Contract is renewable in accordance with, Appendix 1, the Contractor’s response to RFP MEC142, and any applicable addenda.

ARTICLE 5. TERMINATION

5.01 Termination for Convenience

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

5.02 Termination for Cause

University may cancel the Contract for breach, as determined by University, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or if the quality or level of service is unsatisfactory to University. This cause for breach may include any cessation or diminution of service which, in the opinion of University, is not in its best interest or any failure to comply with the terms of the Contract.

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

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

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

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

ARTICLE 6. NOTIFICATION

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

Notices to University shall be sent to:

Janet Engle,
Executive Associate Dean, Professor and Head
Pharmacy Practice (M/C866)
833 South Wood Street
Chicago, IL 60612-7230

Notices to Contractor shall be sent to:

ARTICLE 7. UNIVERSITY ADMINISTRATION OF CONTRACT

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

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

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

University Contract Representative:
Janet Engle,
Executive Associate Dean, Professor and Head
Pharmacy Practice (M/C866)
833 South Wood Street
Chicago, IL 60612-7230

University Technical Representative
Janet Engle,
Executive Associate Dean, Professor and Head
Pharmacy Practice (M/C866)
833 South Wood Street
Chicago, IL 60612-7230

ARTICLE 8. SUBCONTRACTORS

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

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

ARTICLE 9. COMPENSATION

9.01 Rate of Compensation

Contractor shall receive compensation at the rate of incorporates Appendix 2 of RFP MEC142 for the period of this contract as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. Reasonable expenses, including travel expenses, not to exceed \$500 will be reimbursed with prior University approval and in accordance with University policy. Reimbursement requires appropriate documentation as determined by University.

9.02 Maximum Price

Maximum price for this Contract is the total compensation for the services specified plus reasonable allowable expenses, as indicated in Contractor's response to RFP MEC142.

9.03 Method of Payment

University agrees to pay Contractor no more frequently than monthly for services rendered for the contract period in accordance with the amounts specified in this Contract. The rate of payment will be as indicated in Contractor's response to RFP MEC142. Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if University fails to comply with the State Prompt Payment Act (30 Illinois Compiled Statutes 540).

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

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

9.04 Method of Billing

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

9.05 Increase in Wage Rates or in Materials or Equipment Costs

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

9.06 Price Escalation

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

The cost shall be increased or decreased by no more than a percentage equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Chicago Area for wages for the month of May, 2012, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

9.07 Prevailing Wage

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

ARTICLE 10. INDEMNIFICATION

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

ARTICLE 11. INSURANCE

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

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

Additional insurance requirements for this contract are checked below:

- | | |
|--|----------------------------|
| ☐ Professional Liability – Specialty Errors and Omissions | \$ 1,000,000 per claim |
| | \$ 3,000,000 in aggregate |
| ☐ Professional Liability – Medical Malpractice | \$ 1,000,000 per claim |
| | \$ 3,000,000 in aggregate |
| ☐ Employee Dishonesty | \$ 150,000 each occurrence |

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

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

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

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

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

ARTICLE 12. BONDING – NOT APPLICABLE

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

ARTICLE 13. RIGHTS IN WORK PRODUCT

13.01 Rights in Work Product

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

13.02 Ownership Rights

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

13.03 Pre-Existing Rights

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

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

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

13.04 Use and Publication Restrictions on Contractor

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

13.05 No Restrictive Markings

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

13.06 Administrative Confidential Information

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

13.07 Patents - Inventions

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

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

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

For the Chicago campus, see: http://www.uic.edu/home/wdw/logos/uic_logos.shtml

For the Springfield campus, see: <http://www.uis.edu/mediaguides/style/> and see <http://www.uis.edu/webpolicy/guidelines.html>

For the Urbana-Champaign campus, see: <http://www.admin.uiuc.edu/cam/iii/iii-1.html> and

See <http://www.admin.uiuc.edu/log>

For the University as a whole, see <http://www.uillinois.edu/our/graphicstandards/>

ARTICLE 14. HIPAA COMPLIANCE

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Terms used but not otherwise defined in this Contract shall have the same meaning as those terms in the Privacy and Security Rules.

14.01 Compliance with Privacy Requirements: Contractor agrees to:

1. Not use or further disclose Protected Health Information (PHI) other than as permitted or required by the Contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract;
3. Mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information by either party in violation of the requirements of this Contract;
4. Report to University any use or disclosure of the Protected Health Information not provided for by this Contract;
5. Ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from University, or created or received, by Contractor on behalf of University, agrees to the same restrictions and conditions that apply through this Amendment with respect to such information;

6. Provide access, upon request of University, and in the time and manner designated by University, to Protected Health Information in a Patient's file, as directed by University, to the Patient in order to meet the requirements under 45 CFR § 164.524;
7. Make any amendment(s) to Protected Health Information in a Patient's file that University directs or agrees to pursuant to 45 CFR § 164.526 at the request of University, and in the time and manner designated by University;
8. Make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from University, or created or received by Contractor on behalf of University, available to University, or upon request by University, available to the Secretary of the U.S. Department of Health and Human Services, in a time and manner designated by University or the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule;
9. Document such disclosures of Protected Health Information and information related to such disclosures as would be required to respond to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
10. Provide to University or a Patient, in a time and manner designated by University, information to permit a response to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
11. Allow University to control a response to a subpoena or any other discovery request or judicial or administrative order mandating that Contractor disclose Protected Health Information that University has made available to Contractor;
12. Except as otherwise limited in this Contract, use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of University as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule;
13. Upon termination of this Contract, for any reason, return or destroy all Protected Health Information received from University, or created or received by Contractor on behalf of University. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. The University reserves the right to set the schedule for the return or destruction of all Protected Health Information. Contractor shall provide proof or certification of destruction of the Protected Health Information;
14. In the event that Contractor determines that returning or destroying the Protected Health Information to University is infeasible, Contractor shall provide University with notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the parties shall extend the protections of this Amendment to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the party maintains such Protected Health Information;
15. Notwithstanding any other provision of this Contract, Contractor shall indemnify and hold harmless University and University's agents, servants and employees from any and all losses, damages and expenses which University may sustain or become liable for on account of Contractor or its subcontractors' breach of any of the terms and conditions of this HIPAA Article.

14.02 Security of Electronic Protected Health Information:

1. **Security Safeguards:** Contractor will implement appropriate administrative, physical and technical safeguards, as required by the Security Rule, which reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of University.

2. **Agents and Subcontractors:** Contractor will ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect that information
3. **Security Incidents:** Contractor will report to University any security incident of which it becomes aware.
4. **Access to Policies and Procedures:** Contractor will make its policies and procedures related to the implementation of security safeguards available to the Secretary of the Department of Health & Human Services for purposes of determining the University's compliance with the security standards.
5. **Compliance with Standard Transactions:** If Contractor conducts in whole or part Standard Transactions for or on behalf of University, Contractor will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Contractor will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of University that:
 - a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - b. Adds any data elements or segments to the maximum defined data set;
 - c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 - d. Changes the meaning or intent of the Standard Transaction's implementation specification.

14.03 Information Safeguards:

Contractor will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulation § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Protected Health Information created or received for or from University. Contractor will document and keep these safeguards current.

14.04 Miscellaneous:

1. **Amendment:** Pursuant to the provisions of the Amendment Article in the body of the Contract, the Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary to comply with the requirements of the Privacy Rule, the Security Rule, the Transactions and Code Set Rule, any future Electronic Signature Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
2. **Survival:** The respective rights and obligations of both parties under this Paragraph of this Amendment shall survive the termination of this Article and the original Contract.
3. **Interpretation:** Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits both parties to comply with the applicable HIPAA regulation.
4. **Termination:** Notwithstanding, any other provision of this Contract, University may terminate this Contract immediately upon Contractor's failure to comply with any of the terms of this Article.

ARTICLE 15. CERTIFICATIONS BY CONTRACTOR

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

15.01 Delinquent Payments Certification

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

15.02 Employment Status

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.

15.03 Anti-bribery

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

15.04 Loan Default

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

15.05 Convicted of Felony

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

15.06 Barred from Contracting

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

15.07 Drug Free Workplace

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

15.08 International Boycott

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

15.09 Non-Discrimination and Equal Employment Opportunity

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

15.10 Record Retention and Audits

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

15.11 State-Appropriated Funds

If this Contract is funded from State of Illinois-appropriated funds, Contractor understands pursuant to 30 Illinois Compiled Statutes 500/20-60(b) that this Contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, Contractor shall be paid for services performed under this Contract up to the effective date of termination.

15.12 Exclusions Party List Certification

Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's

employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate contract without penalty to University if Contractor becomes excluded during life of this Contract.

15.13 Labor Certification

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

15.14 Child Labor Certification

Contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

15.15 Felony Certification

Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

15.16 Environmental Certification

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

15.17 Federal Funding

If this Contract is federally funded, 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 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 Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

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.

ARTICLE 16. MEDICARE ACCESS TO BOOKS AND RECORDS

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

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

ARTICLE 17. ACCOUNT SETTLEMENT LEGAL ACTION

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

ARTICLE 18. TAX STATUS

18.01 University

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

ARTICLE 19. GENERAL PROVISIONS

19.01 Compliance with Laws

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

19.02 Independent Contractor

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

19.03 Covenant Against Contingent Fees

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

19.04 Delay

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

19.05 Confidentiality

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

19.06 Use of Name

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

19.07 University's Right of Inspection

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

19.08 University's Right to Have Work Executed

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

19.09 Conflict of Interest

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

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

19.10 Discrepancies and Omissions

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

19.11 Parking

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

19.12 Governing Laws

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

19.13 Waiver

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

19.14 Assignment

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

19.15 Amendments

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

19.16 Entire Contract

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

APPROVAL AND EFFECTIVE DATE

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

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

Contractor

By: _____
Walter K. Knorr, Comptroller

Signed

Date: _____

Type or print name

Attest: _____
Michele M. Thompson, Secretary

Title

Date: _____

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

Approved:

B. Joseph White, President
Chief Executive Officer

Thomas R. Bearrows, University Counsel
Chief Legal Counsel

Request for Proposal

MEC142

Marketing

Department of Pharmacy Practice at the

University of Illinois at Chicago

APPENDIX 4: VENDOR DISCLOSURE OF FINANCIAL INTERESTS

You may use the Bidder Application and Financial Disclosure Forms in two ways:

- Enter your information online. Print the form, sign, and mail to the appropriate university.
- Print the form, enter your information, sign, and mail to the appropriate university.

Financial Interests and Potential Conflicts of Interests Disclosures

SUBMIT THIS INFORMATION WITH YOUR BID, PROPOSAL, OR OFFER.

You can use this form in two ways:

1. Enter your information on line, print, sign, and submit.
2. Print the form, enter your information, sign, and submit.

The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified in this form.

STEP 1 – SELECT THE DOCUMENTATION YOU ARE SUBMITTING

► Publicly Traded Entities – Select one.

- ☐ I have attached a copy of the corporate Form 10-K
- ☐ I am going to complete Step 2 for each qualifying individual.

► Privately Held Entities (with more than 400 shareholders)

- ☐ I am going to complete Step 2 for each qualifying individual and have attached information that would be included in a Form 10-K.

► Privately Held Entities (with less than 400 shareholders)

- ☐ I am going to complete Step 2 for each qualifying individual.

STEP 2– LIST INDIVIDUALS WITH FINANCIAL INTERESTS IN YOUR COMPANY OR BUSINESS

- ☐ No individuals have an ownership value or distributive income share of more than 5% or \$90,414.60. Proceed to Step 4.

- ☐ I have entered below those individuals with an ownership or distributive income share of more than 5% or \$90,414.60 in this company (use codes in blue below).

Financial Interest of Ownership*	Name (Create a separate Step 3 page for each individual.)	Address	Type of Ownership/ Distributable Income Share**	Ownership interest in the vendor (or its parent)
				☐ %
				☐ Amt
				☐ %
				☐ Amt
				☐ %
				☐ Amt
				☐ %
				☐ Amt
				☐ %
				☐ Amt

Attach additional pages if needed.

*Financial Interest of Ownership Code (Use all that apply):

- 1 = Ownership exceeding 5%
- 2 = Ownership value exceeding \$90,414.60
- 3 = Distributive income share exceeding 5%
- 4 = Distributive income share exceeding \$90,414.60

**Type of Ownership/Distributable Income Code:

- 1 = Sole proprietorship
- 2 = Stock
- 3 = Partnership
- 4 = Other (Explain)

STEP 3 – DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR EACH INDIVIDUAL NAMED IN STEP 2

For each of the individuals identified in Step 2, indicate which, if any, of the following beneficial relationships could be a potential conflict of interest. If "Yes," please use the space under the section to describe—attach additional pages as necessary.

Name of Individual _____

- | | | |
|---|---------------------------------|--------------------------------|
| a. State employment, currently or in the previous 3 years, including contractual employment of services. | 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 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
☐ |

STEP 4 – LIST CURRENT AND/OR PENDING CONTRACTS WITH OTHER STATE UNITS

► Current Contracts

Do you have any current contracts, leases, or other on-going procurement relationships with other units of State of Illinois government?

☐ No.

☐ Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Contract Total

► Pending Contracts or Proposals

Do you have any pending contracts, proposals, leases, or other on-going procurement relationships with other units of State of Illinois government?

☐ No.

☐ Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Est. Contract Total

STEP 5 – SIGN FORM

Name of Vendor or Contracting Entity

Official authorized to sign on behalf of vendor:

Name _____ Title _____

Signature _____ Date _____

**If you do not complete and return this form with your response,
you will be considered as “non-responsive” to this solicitation.**

Request for Proposal

MEC142

Marketing

Department of Pharmacy Practice at the

University of Illinois at Chicago

**APPENDIX 5: ILLINOIS PUBLIC HIGHER EDUCATION BIDDER
APPLICATION FORM**

Bidder Application Form**Illinois Public Higher Education (IPHE)**

This requested information is required to accomplish the statutory purpose of the Illinois Procurement Code [30 ILCS 500].

Instructions: Please type or print. You must respond to all questions, sign the form, and submit it to the appropriate university. If your answer is "same," "not applicable," or "none," please write this to indicate no questions have been overlooked. It is your responsibility to notify the issuing university if the information in this application changes.

Today's date _____ This application is: ☐ Initial application ☐ Revision of previously submitted application

Submit this completed form to the university closest to you or the university with whom you intend to do the most business. Check that university below:

☐ Director of Purchases Chicago State University 9501 King Drive Chicago, IL 60628-1598	☐ Director of Procurement Services Northern Illinois University B-113 Gilbert Hall DeKalb, IL 60115-2870	☐ Director of Purchases University of Illinois at Chicago Room 312 - M.A.B. (MC-560) 809 South Marshfield Avenue Chicago, IL 60612-7203
☐ Director of Purchases Eastern Illinois University Room 113 Old Main Charleston, IL 61920-3099	☐ Director of Purchasing Southern Illinois University Bldg 108 - Miles Hall Carbondale, IL 62901-6813	☐ Purchasing Office University of Illinois at Springfield One University Plaza MS BSB 106 Springfield, IL 62703-5407
☐ Purchasing Office Governors State University University Park, IL 60466-0975	☐ Director of Purchasing Southern Illinois University Box 1012 Edwardsville, IL 62026-1012	☐ Director of Purchases University of Illinois at Urbana-Champaign Purchasing Division 616 E. Green, Suite 212 Champaign, IL 61820-5752
☐ Director of Purchases 1220 Illinois State University Normal, IL 61790-1220	☐ Director of Procurement Services SIU Medical School P.O. Box 19605 Springfield, IL 62794-9605	☐ Director of Purchases Western Illinois University One University Circle Room 227 Sherman Hall Macomb, IL 61455-1390
☐ Director of Purchasing Purchasing Department Northeastern Illinois University 5500 North St. Louis Avenue Chicago, IL 60625-4699		

If you wish to be included on the bid list for other universities, copy this form and submit it to the other universities.

1. Legal name/address to which solicitations are to be mailed:	2. Address to which purchase orders are to be mailed, if different:
3. Address to which payment is to be mailed, if different:	4. Contact person: Phone number: 800 number: FAX number: E-mail:
5. If a division of a corporation, show name and address of parent company: State of incorporation _____	6. Years in business U.S. owned business: ☐ Yes ☐ No

7. Legal and tax status – I certify, under penalty of perjury, that I/we do business as a (check one only):

- | | |
|--|--|
| ☐ Individual | ☐ Real Estate Agent |
| ☐ Sole Proprietorship | ☐ Government Entity |
| ☐ Partnership | ☐ Tax Exempt Organizations (IRC 501 (a) only) |
| ☐ Corporation | ☐ Trust or Estate |
| ☐ Not-for-Profit Corporation | ☐ Limited Liability Corporation |
| ☐ Medical Health Care Services Provider Corp. | |

8. Enter your Taxpayer Identification Number (use Social Security Number if individual or sole proprietorship):

☐ FEIN _____ ☐ SSN _____

9. **Enter your Illinois Department of Human Rights (IDHR) number.** Failure to do so will delay the processing of your application. If your IDHR number is 89999-00-0 or lower, you must re-register with the Illinois Department of Human Rights.

IDHR Contractor Registration Number _____ ☐ Exempt

If you employ 15 or more individuals and wish to bid on State of Illinois contracts, IDHR requires that you file an Employers Report Form - Form PC-1 before bid opening. You may obtain a PC-1 form through IDHR at (312) 814-2431, TDD (312) 263-1579, or www.state.il.us/cms/purchase/download. All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box above.

10. Is your firm authorized to do business in the State of Illinois, as well as locally, with all necessary business licenses?

☐ Yes ☐ No If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

13. Total sales and receipts (include amounts for all affiliated businesses) for most recent fiscal year:

14. Special Programs – Complete all of 14 (A – D).

The public higher education institutions of Illinois have various special programs that may be available to your company. Please check each category which applies, and complete the requested information. You may be requested to complete a more detailed form and provide additional documentation in order to ensure eligibility.

- ☐ **(A) Small business.** See 30 ILCS 500/45-45. To participate as a small business you must qualify under the following definition and criteria:

"Small business" means a business that is independently owned and operated and is not dominant in its field of operation (that is, it does not exercise a controlling or major influence in a kind of activity in which a number of business concerns are primarily engaged). To compute your size status, include your (and your affiliates') annual sales and receipts, subject to the following limitations:

Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$7,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Retail business or business selling services – annual sales and receipts cannot exceed \$1,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Manufacturing business – cannot employ more than 250 persons

Submit a copy of the latest year's Federal or State income tax return page(s) showing an Illinois address and the latest year's form IL-W-3 (Illinois Annual Withholding Income Tax Return) showing the number of Forms W-2, W-2G, and 1099-R issued (denotes number of employees at the company). If a manufacturing business has been in existence for less than a full fiscal year, its average employment shall be calculated for the period through one month prior to the bid or proposal due date. In such cases, a notarized statement to that effect and proof of when the business came into existence shall be submitted.

Construction business – annual sales and receipts cannot exceed \$10,000,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address.

- ☐ **(B) Minority, Female, Person with Disability.** See 30 ILCS 575. To participate in this you must qualify under the following criteria and be certified by one of the following:

- ☐ DCMS (Department of Central Management Services) Business Enterprise Program
☐ CMBDC (Chicago Minority Business Development Council)
☐ IDOT (Illinois Department of Transportation)
☐ WBDC (Women's Business Development Center)

The business must be at least 51% owned and controlled by one or more individuals who are minority, female, or a person with disabilities. A business owned and controlled at least 51% by any combination of minorities, females, and persons with disabilities should be checked as a business owned and controlled by the eligible group that has the largest percentage of ownership. If this block is checked, also check each of the following which are applicable:

- ☐ African American ☐ Female
☐ Hispanic ☐ Native American/Alaskan
☐ Person with disability (must be ☐ Asian American
 severe mental or physical disabilities
 which substantially limit major life activities)

- ☐ **(C) Not-for-profit, U.S. tax exempt agency for the disabled.** You must qualify under Section 501 of the Internal Revenue Code. See 30 ILCS 575/2A4.1.

- ☐ **(D) State use – Not-for-profit agency for the severely handicapped.** Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

15. In compliance with the Illinois Procurement Code, state the name of each person or company having a beneficial interest of more than 7½% in the bidding enterprise and each person or company, who, together with spouse or minor children, has a beneficial interest of more than 15% in the bidding enterprise (attach additional sheets if necessary):

Name and Address	Percent Owned	Voting Percentage
------------------	---------------	-------------------

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors
-----------------------------	------------------------------

16. List equipment, supplies, and/or services you can provide. Include brand and manufacturer names or other information that will help buyers to categorize your capabilities. (Additional items may be submitted on an attached sheet.) If the issuing university has provided a separate listing of equipment, supplies, and/or services, provide requested information and return it with this form. If the services available from your firm include professional and/or artistic services (see Item #17 for listing), and you wish to be pre-qualified so you can receive direct notification of opportunities, complete Items #17-24 of this application.

Fill out this section to pre-qualify as a provider of Professional and Artistic Services

If you do not offer such services, or do not wish to pre-qualify, proceed to Item #24.

Completing this section does not guarantee that you will be pre-qualified. Being pre-qualified does not guarantee that you will be awarded a contract. You do not need to be pre-qualified to respond to a solicitation (Illinois Procurement Code [30 ILCS 500/35-15]). Consult the universities' solicitations to determine specific qualification requirements for individual solicitations.

Automatic notification – Once you have been pre-qualified you will be entitled to receive an automatic notification of Procurement Bulletin solicitations for services for which you have pre-qualified **if** you have listed a FAX number and/or e-mail address as requested in Item #4.

Do not use this section to pre-qualify for construction or construction-related professional services. Contact the university with whom you wish to do business for information regarding specific requirements for these categories.

17. Please check the professional and artistic services for which you are requesting pre-qualification. For each service you check, provide the information requested in Items #17-23 of this application.

Accounting ☐ Accountant ☐ Auditor ☐ Billing Services ☐ Collection Services Artistic ☐ Artist ☐ Entertainer ☐ Musician ☐ Sculptor Clinical Psychology ☐ Psychotherapist ☐ Psychiatrist Data Processing ☐ Consultant ☐ Network Design ☐ Programmer ☐ Systems Analyst	Dentistry ☐ Dentist ☐ Orthodontist ☐ Periodontist Environmental/Land ☐ Cartographer ☐ Environmental Analyst ☐ Environmental Engineer ☐ Geologist ☐ Hydrologist ☐ Land Appraiser ☐ Land Use Planner ☐ Meteorologist ☐ Naturalist Law ☐ Administrative Law Judge ☐ Arbitrator ☐ Attorney ☐ Court Reporting ☐ Hearing Officer ☐ Law Clerk ☐ Legal Services	Management/ Administrative Services ☐ Actuary ☐ Banking Services ☐ Consultant ☐ Economist ☐ Executive Search Services ☐ Investment Services ☐ Training and Development Marketing And Media Services ☐ Audio and Video Production ☐ Commercial Photographer ☐ Editor ☐ Graphic Designer ☐ Media Consultant ☐ Public Relations	Medicine ☐ Audiologist ☐ Chiropractor ☐ Dietician ☐ Medical Transcriber ☐ Nurse ☐ Occupational Therapist ☐ Optometrist ☐ Orthopedist ☐ Pathologist ☐ Pharmacist ☐ Physical Therapist ☐ Physician ☐ Podiatrist ☐ Radiologist ☐ Surgeon ☐ Temporary Medical Staffing ☐ Veterinarian Science/Research ☐ Archaeologist ☐ Biologist ☐ Botanist ☐ Chemist ☐ Educator ☐ Entomologist ☐ Historian ☐ Other
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18. Licenses and/or professional registration – List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you may be required to provide a copy of such license/registration to the university before an award can be made or work begun.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if Applicable)	License/Registration Exp. Date

19. Work experience – List contracts for similar services that have been completed within the last five years:

Project	Location	Type of Service	Total Amount of Contract	Start/Completion Dates	Name/Phone # of Owner or Other Reference

20. Resume' of key personnel – Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years Experience (This Firm/Other Firms)	Education (Institutions, Years, Degrees, Certificates)	Other Relevant Experience and/or Qualifications

21. Judgments and claims – Are there any judgments, claims, or suits pending or outstanding against you or your organization that could affect the ability to complete any contract awarded?

☐ Yes ☐ No If yes, please explain:

22. Receivership – Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

☐ Yes ☐ No If yes, please provide details:

23. Statutory qualifications – Are you or your organization disqualified, ineligible, suspended, or otherwise barred from receiving solicitations and/or awards from any State of Illinois university or agency or any agency of the Federal Government?

☐ Yes ☐ No If yes, please provide details:

24. I understand that:

Information provided in this application may be audited by any State university or verified by other means.

Provision of information in this application does not relieve me from providing the same or additional information as required in a response to a solicitation.

Submittal of this application does not guarantee pre-qualification. Pre-qualification will be given only if I meet all statutory or regulatory requirements, including any that may not be listed in this application.

I must update significant information changes within a reasonable amount of time. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension or debarment by any Federal, state, or local governmental agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any and all applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with any university and termination of contracts, and loss of profits in appropriate cases.

Under penalty of perjury, I swear or affirm that:

The information provided in this application is true and correct as of the time of signing.

I have not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E or 33E-4 of the Criminal Code of 1961.

I, along with other officers and employees, have not been convicted of bribery nor attempted bribery of an officer or employee of the State of Illinois, nor have made an admission of guilt of such conduct that is a matter of record.

I am an equal opportunity employer and in compliance with the equal opportunity requirements of applicable state and federal laws.

Signature _____ Name (type or print) _____

Date _____ Title _____

When submitting your response, please use the mailing label below. This will direct your response to the correct address and alert Purchasing staff to provide special handling.

☐ Please check if you
are submitting a no bid.

Bid/RFP #MEC142

**UNIVERSITY OF ILLINOIS AT CHICAGO
PURCHASING DIVISION M/C 560
809 S. MARSHFIELD AVENUE, RM 310
CHICAGO, IL 60612-7203**