

UNIVERSITY OF ILLINOIS

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Office of Business and Financial Services
Purchasing Division

Professional Services Request for Proposal

No. ALS253

Consulting Services for the University of Illinois Hospital and Health Sciences System (UIHHSS)

PRE-PROPOSAL CONFERENCE DATE: Wednesday, October 10, 2012

PRE-PROPOSAL CONFERENCE TIME: 1:00 PM, CST

PROPOSAL DUE DATE: October 25, 2012

PROPOSAL DUE TIME: 3:00 PM, CST

**Questions regarding general proposal
procedures should be directed to:**

Arlene L. Shorter, CPPB
Senior Contract Coordinator
University of Illinois at Chicago
Purchasing Division,
Chicago, Illinois 60612-7203
Ph: (312)-413-4068, Fax: (312)-996-3135
Email: shorter@uic.edu

Send or deliver Proposal to:

**University of Illinois at Chicago
Purchasing Division (M/C 560)
809 S. Marshfield Ave., Suite 310
Chicago, Illinois 60612-7203**

PROPOSAL SUBMISSION: Submit one (1) original proposal and five (5) compact disks or jump drives.

OFFER FIRM TIME: Two Hundred Seventy (270) Days

Notes:

- 1. Proposers shall adhere to the instructions and submittal requirements contained herein. Failure to comply with any or all requirements may result in the rejection of proposal.*
- 2. Late proposals will not be considered and may be returned unopened.*
- 3. Proposer must complete the enclosed **Appendix III, Disclosures and Conflicts of Interest**.*
- 4. All proposers are required to be registered with the State Board of Elections as of the date of the submittal. Failure to do so will result in the proposer being deemed non-responsive. You are not required to submit proof of registration. Refer to the State Board of Elections website at www.election.il.gov.*

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1. INTRODUCTION

1.1. Overview /Objectives

The University of Illinois Hospital and Health Sciences System (UIHHSS or UI Health System) wishes to retain the services of a consulting firm to assist in the transformation of the clinical enterprises.

The goal of UIHHSS is to have a qualified firm selected through this RFP process to provide strategic, operational, consultative and change management services designed to "transform" the clinical enterprise organization through efforts focused on immediate and long-term strategic planning, business process optimization, total quality improvement, and performance management. The change process is expected to lead to improvements in the UIHHSS systems, structures and processes that drive clinical, operational and financial business results, while cultivating an engaged, results-driven culture to sustain the change.

1.2. University Background

Education

The University of Illinois consists of three (3) campuses: University of Illinois at Urbana-Champaign, University of Illinois at Chicago, and University of Illinois at Springfield as well as the College of Medicine at Peoria and the College of Medicine at Rockford. The University of Illinois is the state's best and most comprehensive public University. The three distinct campuses in Chicago, Springfield and Urbana-Champaign serve the people of Illinois through a shared commitment to our missions of excellence in teaching, research, public service and economic development. Online classes offered by the three campuses expand educational opportunities for residents of the state of Illinois and beyond. Our campuses attract the nation's most talented students with hundreds of undergraduate, graduate and professional programs, many of them ranked among the best in the United States. We are also the state's largest educator. Nearly 70,000 students are enrolled at our campuses and thousands more take classes off campus and online. With the nation's largest college of medicine, along with distinguished colleges of dentistry, pharmacy, nursing and applied health sciences, and a renowned school of public health, University of Illinois is the State of Illinois' principal educator of health professionals.

Patient Care

The University operates a major health sciences system on the Chicago campus that is a leader in innovative patient care and medical health care education. The University of Illinois Hospital and Health Sciences System (UIHHSS) operates a 495 bed inpatient facility that includes dedicated units (beds) for Medical/Surgical (240), Pediatric (44), Intensive Care (65), Maternity (45), Neonatal (30), Acute Mental Health (53), and Rehabilitation (18). The Hospital has over to 17,000 admissions per year with an accompanying 108,000 patient days (average patient length of stay equal to 6.4 days). In addition to the hospital, UIHHSS encompasses an outpatient facility with 19 neighborhood clinics servicing communities throughout the near west, south, and southwest sides of Chicago. UIHHSS remains among the nation's leaders in patient care developments that are changing medicine for the better, and making positive and lasting differences in health science.

Research

The University of Illinois is a world leader in research and discovery. Our internationally renowned faculty win more federal research dollars than all other public Illinois universities and colleges combined, resulting in priceless new knowledge and life-changing breakthroughs in medicine, agriculture and technology. The University of Illinois Hospital & Health Sciences System is one of the very few institutions in the country (and the only one in the State of Illinois) with research faculty across all of our health sciences colleges. Our research spans the full spectrum of biomedical investigation, from understanding the molecular basis of disease to improving the health of populations.

Community Commitment

The University of Illinois Hospital & Health Sciences System is committed to improving the quality of life of people living in Chicago as well as the State of Illinois. Through Community Outreach programs, we strive to make the many resources of our hospital and health sciences system accessible to the communities we serve, resulting in a lasting and positive impact on health and wellness today and tomorrow.

1.3. Term of Contract

Contract initial term will begin upon execution and end June 30, 2016 with the option to renew for two (2) additional twelve month periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds.

2. SCOPE OF SERVICES

2.1. Purpose

There is an increasing recognition among healthcare leaders of the need for transformative change within their organizations. The need for change in the healthcare industry is on the rise, which is mainly being driven by the escalating cost pressures, diminishing reimbursement and increased regulatory pressures, increased public demands and consumerism, and the need to deliver better quality outcomes, efficiency, and customer service.

With the passage of the Affordable Care Act (and the recent Supreme Court ruling upholding the vast majority of the law's provisions), hospitals and provider groups realize that payment reform and patient care transformation is the future. While the ACA promises to extend coverage to millions of previously uninsured Americans, its provisions related to payment innovation (such as shared savings programs, bundled payments, pay-for-performance initiatives, etc.) have sharpened health care purchasers' focus on reining in spending and improving quality.

The University of Illinois Hospital & Health Sciences System is on the cusp of this industry wide imperative and is in need of a consultant to help execute on the strategic vision and mission for the organization, which encompasses raising the bar for exceptional high quality, efficiency, customer satisfaction, and organizational excellence. The healthcare industry is experiencing rapid change as hospitals and providers move to restructure operations to deliver high quality, affordable patient care. Cost cutting alone, however, will be insufficient to meet this challenge. That effort will require a sustained focus on both operational excellence as well as transformation across the care continuum. Initiatives

such as shared savings programs require entities to shift out of traditional funds flow models to ones that are aligned with the care continuum and the multidisciplinary care delivery.

To respond effectively to these challenges, the University of Illinois Hospital & Health Sciences System seeks consultative "change management" services designed to "transform" the clinical enterprise organization through efforts focused on immediate and long-term strategic planning, business process optimization, total quality improvement, and performance management. The change process is expected to lead to improvements in the Health System's systems, structures and processes that drive clinical, operational and financial business results, while cultivating an engaged, results-driven culture to sustain the change.

2.2. Services and Objectives

The scope of services under this engagement shall include:

Support UI Health System leadership in the development of a comprehensive 3-5 year strategic plan and the design and implementation of an operational performance structure that will improve sustained organizational performance as aligned with the plan.

Working with leadership, professional providers, and staff, develop processes, systems and tools that serve to optimize the management of clinical assets (personnel, technology, equipment, etc.) to improve patient care delivery (efficiency, safety, satisfaction) and overall organizational performance and productivity (e.g., capacity management). This would be expected to include work flow analysis, patient care (re-)design, workforce assessment (right job, right place, right time), etc.

Support the development of comprehensive workforce planning, optimization, and evaluation processes to ensure that employees have the skills and critical aptitude for continuous change and process improvement.

Provide detailed consulting services and health system expertise (including industry-wide best practices) toward the long-term, sustainable implementation of comprehensive business processes and tool-sets (e.g., operating reports, performance evaluation methodologies) and execution of continuous improvement methods (i.e. lean, change acceleration process) designed to deliver high impact and sustainable performance improvement across UIHHSS.

The services outlined above will result in the achievement of the following objectives:

1. **Organizational Assessment:** Conduct "current state" performance and readiness assessment (financial, operational, cultural, clinical). This assessment should include, but not limited to a comprehensive understanding of high impact opportunities, organizational readiness assessment (financial, operational, clinical), and targeted recommendations in alignment with future state vision and goal of realizing an enterprise-wide, 3-5 year "transformation" and identify high impact opportunities associated with an enterprise-wide, 3-5 year "transformation" that positions UIHHSS as a high performing organization in patient care delivery and experience, financial results, and clinical integration.

2. Strategic Planning: Working with UI Health System leadership and key clinical stakeholders, develop clear and measurable strategic imperatives and accompanying priority actions for a 3-5 year planning period. Through the strategic planning process identify the management, productivity and leadership structures and systems necessary to optimally position the UI Health System for long-range success in the local/region/national healthcare market. This should encompass improved operational strategies to achieve measurable outcomes, quality of care, satisfaction, productivity/efficiency, and financial performance.
3. Operating Planning: Translate the long-term strategic plan to actionable strategies with clear targets through implementation of a "flow down model" to operational units that drive key metrics. Support action strategies with deployment of operating unit specific key result areas and reporting dashboards required to track progress, drive accountability, and inform management decision-making.
4. Operating/Performance Cycle: Implement a framework for setting goals, formulating strategies and building work plans. Define and integrate key operating cycle events that strategically integrate the right committees and stakeholders around strategic and financial planning, operations management, capital budgeting and talent management.
5. Performance Improvement & Change Management: Work with UIHSS leadership to define and develop a performance/change management infrastructure, which will include the internal process and change capabilities to drive measurable business results and cultural transformation throughout the UI Health System. The key improvement and change imperatives should align with the organization's key result area goals, including quality, financial, patient satisfaction, workforce satisfaction, and physician partnership. Work to establish processes and structures to maximize workforce development including process improvement technical skills (e.g., Lean, Six Sigma, Project Management, etc.). This should include a defined training program that seeks to equip organizational stakeholders with the knowledge, tools, capability, and "know how" to execute on strategic and organizational improvement imperatives. Change initiatives must be measurable in areas such as quality improvement, patient safety, care coordination, and cost effectiveness/efficiency.
6. Project Management: Build the foundational systems, structures and processes that form the operating infrastructure to drive sustainable project execution and performance improvement. Ensure that the UI Health System creates a fully functional project management process and system that is aligned to organizational strategic initiatives, effectively deploys resources, drives accountability to measurable targets, connects directly to quality, operational and financial budgets, and disseminates best practices.
7. Talent Management: Develop a talent platform that invests in leadership development, promotes defined organizational values and strategically aligns talent to areas that are important to success. Engage executive leadership in Leadership and Talent Review sessions and post-review feedback and coaching.

Identify top talent to plan for developmental resources and inform succession planning. We need to learn from the Proposer how UIHHSS constituents will be trained to learn and develop the skills that will produce a much needed cultural change and the return on investment (ROI) and quality (ROQ).

Through the system-wide improvement initiatives outlined above, the UI Health System will achieve transformative organizational performance as measured by:

- Sustainable financial, operational and clinical business results in alignment with organizational strategic goals.
- Efficient structures, systems and processes.
- Internal workforce with skills and capabilities to drive process improvement and change management that will deliver year-to-year business results.

2.3. Reports and Other Deliverables

In partnership with UI Health System leadership, the following deliverables would be expected as part of the Contractor's engagement, in addition to the systems and processes described above:

1. Organizational readiness assessment that details the UI Health System's current state capability for effective change management in areas including: strategic planning, operational performance and reviews, and organizational culture and values, and key organizational improvement imperatives.
2. Detailed 3-5 year strategic planning document to include measurable strategic imperatives. Strategic imperatives are to be followed by actionable strategies, tactics, and programs that include detailed objectives and targeted outcomes toward contribution to the organization's goals.
3. Periodic (minimum quarterly) leadership "progress reports" (dashboards, scorecards, etc.) demonstrating operational performance in pursuit of strategic imperatives. Progress reports should drive accountability throughout the organization (i.e., actionable).
4. Support development of an annual operating performance cycle with events, milestones, outcomes, etc., in support of on-going success (long-term, sustainable) in pursuit of UI Health System strategic imperatives.
5. Training and development of organizational constituents on change and improvement methods based on defined improvement infrastructure (i.e. Lean, Six Sigma, Continuous Quality Improvement, etc.). This training should include, but not limited to: change management methods and techniques, process improvement methods and tools, team building and facilitation techniques, project

management methods and tools, and sustainability measures. This training should seek to provide the essential knowledge, skills, experience, and certification needed to help improve organizational performance in a sustained fashion, including guided training, hands on demonstration, and consultative support in implementation/sustainment.

2.4. HIPAA & JCAHO

The successful proposer must comply with the Health Insurance Portability and Accountability Act (HIPAA) if the services involve the sharing of Protected Health Information (PHI). In order to minimize ongoing training, the Proposer should send the same staff to the University whenever possible.

2.5. Subcontracting or Teaming

The proposer may be comprised of a team of firms, so as to provide the necessary expertise throughout the life of the contract. The proposer is required to identify the role of the subcontractors and/or each firm that will be involved in providing services to the University. The University reserves the right to accept or reject any of the team members if in the University's sole opinion replacement of the firm is in the best interest of the University.

2.6 Business Enterprise Program (BEP) Participation

Consistent with the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/1), the University has established a goal that BEP firms retained as subcontractors by a proposer receive a minimum of 20% of the overall estimated expenditures for this procurement. In an effort to continue to promote and expand the participation of certified BEP firms in University contracting, the proposer shall make good faith efforts to utilize DBE firms as subcontractors. In its response, a proposer shall state the name(s) of the BEP subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract. In order to identify BEP-certified firms that offer services relevant to the project, the proposer may consult the certification directory maintained by the Illinois Department of Central Management Services, Business Enterprise Program, which is available on their website: www.sell2.illinois.gov.

Actual participation by BEP-certified firms will be monitored and proposer will be required to identify the level of participation proposed in each task order and submit information regarding the proposer's BEP utilization upon completion of each task order and/or payment request.

3. EVALUATION AND SELECTION PROCESS

3.1. Responsiveness Review

Procurement personnel will review all proposals to ascertain that they are responsive to all submission requirements.

3.2. Acceptance of Proposals

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

3.3. Evaluation Process

An evaluation committee comprised of University of Illinois personnel will evaluate all responsive proposals in accordance with the evaluation criteria detailed below.

This evaluation process may result in a shortlist of proposals. The evaluation committee, at its option, may request that all or shortlisted proposers make a presentation, product demonstration, submit clarifications, schedule a site visit on their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternate approaches. The University shall not be liable for any expenses in connection with the procurement, and contracting process under this RFP.

3.3.1. Proposer Presentations

University reserves the right, 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 University, it is anticipated that such presentation will not exceed one (1) hour. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

3.3.2. Right to Inspect

University reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification 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. University reserves the right to continue this inspection procedure throughout the life of the Contract that may result from this RFP.

3.3.3. Best and Final Offer

University reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach is necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

3.4. Selection Process

Upon review of all information provided by shortlisted (if short list) proposers, the evaluation committee will make a recommendation for selection to University officials. The University reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the University. Selected proposal will be submitted for approval by the appropriate University officials. The University of Illinois intends to select proposals that best meet the criteria of the University and provide the overall best value. Upon approval of the selected Proposer(s), a contract(s) will be executed by the appropriate University officials for each selected Proposer.

4. EVALUATION CRITERIA

4.1. Submission Requirements Review.

University will determine if Proposer is in compliance with all the submission requirements of the RFP.

4.2. Higher Importance

- 4.2.1. Quality of the Program Plan to meet the requested services detailed in the RFP and demonstrated ability to understand the University's specific needs and goals as outlined in the scope of services of this RFP.
- 4.2.2. Demonstrated specialized expertise in facilitating significant healthcare organizational performance improvement across a broad spectrum of key results areas including: strategic planning, process and systems change management, optimization of technology, and workforce training and empowerment.
- 4.2.3. Qualifications of the firm(s) to perform the services described in this RFP as evidenced by favorable recommendations from referenced clients where similar or like services are being or have been performed.
- 4.2.4. Qualifications and experience of key personnel as evidenced by prior experience in similar projects, including demonstrated ability to lead complex (healthcare focus) organizational transformation with focus on performance improvement and sustainable business results; demonstrated knowledge and experience in all aspects of healthcare delivery with particular emphasis on the large, urban academic medical center (AMC) setting; and qualifications and experience that demonstrate innovation in their approaches to addressing the multiple, complex and challenging issues currently facing healthcare organizations.

4.3. Lesser Importance

- 4.3.1. Adequacy of financial resources

5. SUBMISSION OF PROPOSAL

5.1. Instructions for Submission

- 5.1.1. **Number of Copies.** Please submit one (1) original and five (5) compact discs or jump drives no later than the time and date indicated in this RFP. **DO NOT INCLUDE THE PRICING PROPOSAL ON THE COMPACT DISCS OR JUMP DRIVES.**
- 5.1.2. **Time for submission.** Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals may not be considered and may be returned unopened.
- 5.1.3. **Format.** Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
- 5.1.4. **Complete submission.** Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.
- 5.1.5. **Packaging and Labeling.** The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.

- 5.1.6. Delivery of Proposal Package.** The Technical Proposal, the Pricing Proposal and signed Contract, must be either delivered by hand or sent to the University of Illinois at Chicago (UIC) 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 UIC Purchasing Division and on any correspondence related to the Proposal. The Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. 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.

5.2. Submission Requirements

- 5.2.1. Cover letter.** The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.
- 5.2.2. Executive Summary.** The executive summary should include a brief overview of the services proposed and the key personnel. It shall also indicate the name of the firms if any partnering or subcontracting is proposed. The executive summary shall list the key personnel and attach an organizational chart.
- 5.2.3. Proposed Plan of Action/Program Plan.**

The Proposer should provide a detailed program plan indicating how it intends to meet the University goals as described in this RFP (Section 2.2) and a detailed action plan describing how it proposes to meet the deliverables as described in this RFP (Section 2.3). For each specific deliverable, the Proposer should include:

- 5.2.3.1. Approach and methodology
- 5.2.3.2. Project timeline
- 5.2.3.3. Projected hours of effort
- 5.2.3.4. Dependencies (UI Health System roles and responsibilities, data requirements (financial, personnel, quality, etc.), etc.)

- 5.2.4. Qualifications of the Proposer.** Include a brief description of the organization's track record including history, experience working with an academic medical center(s), experience providing service to healthcare organization in the Chicago area, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of references where similar services were provided. Include the name of the contact person, the title of the contact person, the name of the organization, the dollar value of the project, the contact person's address, telephone number and email address. Please provide at least three (3) references. Please complete Appendix II.

- 5.2.5. Resumes of Key Personnel.** Provide a chronological resume for each of the key personnel proposed. Also, please provide the level of commitment of each key personnel to this and other projects. Please complete Appendix II.
- 5.2.6. Financial Stability.** Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes. Note: Some privately held consultants will balk at this. You need to think about whether you intend to make this a basis of non-responsiveness or accept alternate information that will yield information on financial stability. I say this in view of stability being of lesser importance in your evaluation criteria.
- 5.2.7. Legal Actions.** Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 5.2.8. Conflict of Interest.** Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.
- 5.2.9. Forms and Certifications.**
- 5.2.9.1 Execute and submit the Disclosure and Conflicts of Interest form. The Proposer must also complete and return the enclosed Certifications and Conflicts of Interest form. In the event that further clarification is required on any of the information provided, the University reserves the right to make any necessary communication with a Proposer for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted. See Appendix III and Appendix IV.
 - 5.2.9.2 **All proposers are required to be registered with the State Board of Elections as of the date of the submittal. Failure to do so will result in the proposer being deemed non-responsive. You are not required to submit proof of registration. Refer to the State Board of Elections website at www.election.il.gov.**
 - 5.2.9.3 Contractor must be registered to do business in the State of Illinois with the Secretary of State. Proposer must be in good standing in order to be considered. Refer to Website: www.ilsos.gov/corporatellc/.
 - 5.2.9.4 Submit the IDHR number. All Proposals require this number or a statement by the proposer that a PC-1 Employer Report Form has been submitted to the IDHR prior to the proposal due date for the proposer to be eligible to propose an offer for this contract. Contact the Illinois Department of Human Rights, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312) 814-2431. Refer to Web Site: <http://www.state.il.us/dhr/index.htm>.
- 5.2.10. Contract.** Submit two (2) originals of the completed and signed Contract in a separate sealed envelope. See Appendix VI.
- 1. Each Contract submitted must bear an original signature and date.
 - 2. Complete the Articles pertaining to Contractor name and address, notification information, and taxpayer identification number.

3. 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. Provide rational objections to the Article. Such exceptions will be considered when evaluating the Proposer's response to this RFP.

5.2.11. Pricing Proposal. Submit your price proposal in a separate sealed envelope. The price proposal shall be submitted in the format provided. Submit one (1) original (clearly marked as "Original") and five (5) copies of the completed and signed Pricing Proposal (Appendix I) in a separate sealed envelope that is clearly marked with the RFP number and "Pricing Proposal." The response to Appendix I should include any supplemental or renewal option period pricing schedules.

5.2.12. Other. Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations.

6. INSTRUCTIONS TO PROPOSERS

6.1. Instructions

This RFP provides potential Proposers with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including mandatory requirements, which must be met to be eligible for consideration, and other requirements to be met by each proposal. All proposals must be complete as to the information requested in this RFP in order to be considered responsive.

6.2. Pre-proposal Conference

The University will hold an in-person pre-proposal conference at the University of Illinois Hospital, 1740 West Taylor St., Room 1130, Chicago, Illinois at 1:00 PM CST on Wednesday, October 10, 2012. Representatives of the University will be present to answer questions regarding the services requested or proposal procedures. Prospective Proposers should respond to Arlene Shorter at (312) 996-2850 or email at shorter@uic.edu on or before Monday, October 8, 2012 with firm name and number of attendees. A maximum of three (3) representatives from each firm may attend.

6.3. Access to the Pre-Proposal Conference

If special accommodations are required for Proposer to attend the Pre-Proposal Conference or the proposal opening, contact Arlene Shorter at (312) 996-2850 or email shorter@uic.edu no later than three (3) business days before the event.

6.4. 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 ensuring that all or any procurement documentation is received by a supplier that is not appropriately registered with the issuing University.

6.5. Clarifications

Questions regarding this RFP are due in writing to the contact person listed on the cover page no later than seven (7) days prior to due date.

6.6. 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. University reserves the right to waive minor variances or irregularities.

6.7. Proposal Material

The Proposal material submitted in response to the RFP becomes the property of 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 University and the Proposer. All of the material will be considered as part of this RFP.

6.8. Addenda

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should notify the Purchasing Division no later than seven (7) days prior to the opening and obtain clarification prior to submitting a solicitation. Such inquiries must reference the date of opening and University bid or RFP number.

Any addenda issued to Proposers prior to the Proposal opening date shall include an addendum acknowledgement 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 acknowledgements may be grounds for rejection of the Proposal response.

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by University. If issued, University will post the addenda on the Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us/).

6.9. Proposal Modifications

Proposals may be withdrawn or modified if notice of the withdrawal or modification is received by the State Procurement Officer before the latest time specified for receipt of the Proposal. Any such modification or withdrawal must be made in writing and received by the State Purchasing Officer (SPO) prior to the scheduled Proposal opening. When time is of the essence, the SPO may agree to receive modifications or withdrawals by printed form conveyed by facsimile or by telephone. An originally signed written confirmation of a telephone modification or withdrawal shall be mailed or delivered by the Proposer on the same day. Withdrawal of Proposals after opening will not ordinarily be permitted; however, in those cases where, in the judgment of the University, based on clear and demonstrable evidence, the Proposer has made a bona fide error in the

preparation of the Proposal and such error will result in a substantial loss to the Proposer, an exception may be made.

6.10. Proposer's Responsibility for Services Proposed

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

6.11. 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 omission to the detriment of the services. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify University in writing, and University shall issue written instructions to be followed. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP.

6.12. RFP Interpretation

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

6.13. Confidentiality and Response Cost and Ownership

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 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.

6.14. Procurement Rules

All bidding, proposals, offers and procurement will be conducted in accordance with the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education, which have been adopted pursuant to the Illinois Procurement Code. All Proposers will be strictly held to these statutes and rules and they are considered incorporated herein by reference as if attached hereto. The Proposer remains solely responsible for insuring that its Proposal is received at the time, date, place, and office specified.

6.15. Period of Firm Proposal

Prices for the proposed service must be kept firm for at least two hundred seventy (270) 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.

6.16. Awards

University may, at its discretion evaluate all offers submitted on the basis of any Base or Alternate offers and/or Options indicated in this solicitation. University reserves the right to make the award on an all or none basis or split the award to multiple Contractors based on the evaluation criteria. If a split award is not acceptable to a Proposer, it must be so stated in the response.

6.17. University Rights

University reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the Proposer, to accept any item in the offer. University also reserves the right to accept or reject all or part of your offer, in any combination that is economically advantageous to University.

6.18. State Preference Percentage

If Proposer is an out-of-state Contractor (not having an establishment for transacting business within Illinois), and if Proposer's home state has a preference law favoring in-state vendors, please include in your proposal the percentage of the home state's preference.

6.19. Payment Terms

Payment(s) in relation to any award for this proposal are subject to the State Prompt Payment Act (30 ILCS 540). Prompt payment discounts, of less than 30 days, will not be considered for evaluation purposes; however, applicable discount(s) will be taken if processed within the stated time limit.

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

Chief Procurement Office	Phone: 217-558-3724
Attn: Protest Review Office	Facsimile: 217-558-2164
Suite 513 Stratton Office Building	
401 South Spring Street	Illinois Relay: 800-526-0844
Springfield, IL 62706	

If the protest is submitted via e-mail, it must be sent to both of the following e-mail addresses: Adam.Alstott@illinois.gov EEC.CPOHE@illinois.gov

6.21. Alteration/Modification of Original Documents

Contractor certifies that no alterations or modifications may be made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered response. Contractor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

6.22. Post-Performance Review

University will assess Contractor's performance by analyzing the project requirements against the deliverables. Any differences will be assessed on a case-by-case basis and addressed with the Contractor.

APPENDIX I - PRICING PROPOSAL

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

The University is not obligated to purchase the full quantities proposed by the Contractor nor to enter into a "sole provider" agreement with any one respondent.

1. Method and Rate of Payment

1.1 Hourly Rate

Solely for the purposes of evaluating the Proposal, in the table below please indicate the estimated number of hours and pricing that will be assigned for each staff member to provide the requested consultant services identified in the Scope of Services (Section 2). The total number of estimated hours for consulting services for this project is 4,200 per year. **Please respond to 4,200 hours on the form below.**

On the indicated lines, please provide your Payroll Rate and Billable Rate for each category. The Payroll Rate is defined as the actual hourly rate your company pays each employee or contractor. The Billable Rate is the rate your company charges the University for services.

Hourly Price for Consultant Service					
Description of Field Service Representative	Estimated No. of Hours Assigned (REQUIRED)	Payroll Hourly Rate (REQUESTED)	Extended Rate (No. of Hours x Payroll Rate) (REQUESTED)	Billable Hourly Rate (REQUIRED)	Extended Rate (No. of Hours x Billable Rate) (REQUIRED)
a. Position/Title _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
b. Position/Title _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
c. Position/Title _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
d. Total Estimated Billable Cost for Consultant Services					\$ _____

1.2 Total Price

a. Enter the Total Estimated Billable Cost for Consultant Services of table 1.1.d. above		\$ _____
b. If travel expenses are allowed, enter the estimated number of trips to be made during the one-year period.	_____	
c. If travel expenses are allowed, enter the total estimated travel expense for the 4,200 hour period. *Use the rates indicated in 1.3 Travel Expenses below. Include a list of travel expenses to be used along with your Pricing Proposal.		\$ _____
d. Add the amounts in 1.2 a. and 1.2 c. This is the estimated maximum amount of the Contract that may result from this RFP.		\$ _____

1.3 Travel Expenses

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

Proposer understands and must follow the Travel Expenses Clause.

Accepts _____

Does not Accept _____

1.4 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.
Renewal, Year 1	☐ yes ☐ no	☐ yes ☐ no	+ _____% or - _____%
Renewal, Year 2	☐ yes ☐ no	☐ yes ☐ no	+ _____% or - _____%

Failure to Provide Pricing for Option Periods:

If you fail to provide pricing information for the requested option periods specified, pricing will remain at the same level indicated in the initial term.

Conditions Under Which Options May be Renewed:

The University reserves the sole right to renew this agreement for any or all of the option periods specified based on continuing need and favorable market conditions, when in the best interest of the University. The University also reserves the right to exercise any of the renewal options early or to exercise more than one option at a time.

2. 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 an accurate estimate 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: _____

Telephone number: _____

E-mail address: _____

Signature: _____

Name: _____

Typed or printed name of individual signing Proposal

Date: _____

APPENDIX II - REFERENCES

Provide three references from firms who can attest to your experience and ability to perform the contract subject of this RFP.

		Reference I
A	Client Name	
B	Contact Name	
C	Address	
D	Phone	
E	Email	
F	Start and End Dates for Contract	
G	Services Provided	

		Reference II
A	Client Name	
B	Contact Name	
C	Address	
D	Phone	
E	Email	
F	Start and End Dates for Contract	
G	Services Provided	

		Reference III
A	Client Name	
B	Contact Name	
C	Address	
D	Phone	
E	Email	
F	Start and End Dates for Contract	
G	Services Provided	

APPENDIX III

DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Contractor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

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

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

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

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

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

OR

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

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

OR

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

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

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage shares of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %

>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

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

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

Name: _____

Address: _____

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of service directly with the individuals identified in Section 1 in their individual capacity unrelated to the Contractor's contract. Yes ☐ No ☐
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

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

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflicts Of Interest

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

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

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

Debarment from contracting with any governmental entity Yes ☐ No ☐

Professional licensure discipline Yes ☐ No ☐

Bankruptcies Yes ☐ No ☐

Adverse civil judgments and administrative findings Yes ☐ No ☐

Criminal felony convictions Yes ☐ No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

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

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

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

or

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

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

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

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

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

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

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

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

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

Is the Contractor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

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

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

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

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: _____

(Contractor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

SUBCONTRACTORS: Vendor will or may use subcontractors ☐ yes ☐ No

1. Vendor shall identify in this section the names and addresses of all subcontractors to be utilized by Vendor in the performance of the Contract, together with the anticipated amount of money each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, "subcontractors" are those specifically hired to provide to the Vendor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sublessees from a lessee of a State agency.
2. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. It is preferred that the subcontract be provided in PDF format and be sent to:

Buyer:

Address:

Phone:

Email:

3. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer (care of the person identified in 2. Above) of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. Any subcontracts entered into prior to award of the Contract are done at the Vendor and subcontractor's risk.
5. All subcontracts must include the **Standard Qualifications, Certifications, & Disclosures Attachment**, completed by the subcontractor. Contractors should copy these forms from this contract document and insure they are included and provided as part of all subcontracts
6. List all subcontractor information including name, address, phone, email, and anticipated amount to be paid on the following page.

Subcontractors

[illegible]

(Make copies of this page if additional space is needed for reporting)

STANDARD QUALIFICATIONS, CERTIFICATIONS, REPRESENTATIONS, & DISCLOSURES ATTACHMENT

For Subcontractors

Subcontractors shall, as a material requirement and condition of this contract, be and remain in compliance with this attachment.

If this is a multi-year subcontract, including the initial term and all optional renewals, subcontractor shall reconfirm compliance with this Attachment by July 1 of each year that this subcontract remains in effect.

Subcontractor shall obtain from all subsequent subcontractors a statement of compliance with these provisions.

Should Subcontractor or its subcontractors fail to be or remain in compliance, the subcontract may be void by operation of law or the subcontract may be voidable at the option of the state. Violation of certain provisions may also be a civil or criminal offense.

If any subsection is not applicable to this subcontract it shall be ignored and may be noted as not applicable without affecting the remaining subsections.

1. Subcontractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this subcontract.
2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Subcontractor is not in default on an educational loan (5 ILCS 385/3).
3. This does not apply to contracts with the state universities. Subcontractor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that subcontracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Subcontractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that subcontracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Subcontractor is an existing legal entity, and as applicable: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State. (30 ILCS 500/1.15.80)
5. This applies to service subcontracts and is otherwise not applicable. To the extent there was a incumbent Subcontractor providing the services covered by this subcontract and the employees of that Subcontractor that provide those services are covered by a collective bargaining agreement, Subcontractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the subcontract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this subcontract (30 ILCS 500/25-80).
6. Subcontractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Subcontractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Subcontractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
8. If Subcontractor, or any officer, director, partner, or other managerial agent of Subcontractor, 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, at least five years have passed since the date of the conviction. Subcontractor further certifies that it is not barred from being awarded a subcontract and acknowledges that the State shall declare the subcontract void if this certification is false (30 ILCS 500/50-10.5).

9. Subcontractor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Subcontractor and its affiliates acknowledge the State may declare the subcontract void if this certification is false (30 ILCS 500/50-11) or if Subcontractor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
10. Subcontractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the subcontract being declared void.
11. Subcontractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a subcontract. If the State later determines that this certification was falsely made by the Subcontractor, the Subcontractor acknowledges that the State may declare the subcontract void (30 ILCS 500/50-14).
12. Subcontractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Subcontractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
13. Subcontractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Subcontractor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
15. Subcontractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
16. This applies to subcontracts for public works or the maintenance thereof and is otherwise not applicable. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a subcontract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
17. Subcontractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Subcontractor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the subcontract. This certification applies to subcontracts of \$5000 or more with individuals and to entities with 25 or more employees (30 ILCS 580).
18. This applies to subcontracts that exceed \$10,000 (30 ILCS 582) and is otherwise not applicable. Neither Subcontractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce.
19. Subcontractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Subcontractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
21. Subcontractor does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
22. Subcontractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the subcontract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

23. Subcontractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the subcontract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Subcontractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
25. This does not apply to contracts with the state universities. Subcontractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Subcontractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
26. This applies to information technology subcontracts and is otherwise not applicable. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this subcontract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/jitaa.
27. In compliance with Section 20-65 of the Illinois Procurement Code (30 ILCS 500/20-65), Subcontractor shall maintain books and records relating to the performance of the subcontract and necessary to support amounts charged to the State under the prime contract. Books and records, including information stored in databases or other computer systems, shall be maintained by the subcontractor for a period of three years from the later of final payment under the term of the subcontract or during the three-year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Subcontractor shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the prime contract for which adequate books and records are not available to support the purported disbursement. Subcontractor shall not impose a charge for audit or examination of the Subcontractor's books and records. If federal funds are used to pay prime contract costs, the Subcontractor must retain its records for five years. Subcontractor shall take reasonable steps to insure that any of its subcontractors are in compliance with the requirements of this section.
28. Subcontractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Subcontractor from having or continuing the subcontract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Subcontractor's obligation under this subcontract. Subcontractor shall not employ any person with a conflict to perform under this subcontract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Subcontractor or the subcontract, Subcontractor certifies it has disclosed that information to the State if required, on forms provided by the State. Subcontractor further certifies that the procuring agency has provided proof of waiver and filing with the Secretary of State and the Comptroller in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to subcontract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the subcontract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the subcontract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

- ☐ Subcontractor certifies it has no conflicts of interest.
or
☐ Subcontractor certifies it has a potential conflict of interest. If checked, provide the following information:

Name of each conflicted individual: _____

Nature of the conflict: _____

Name of the State agency that is associated directly or indirectly with the conflicted individual: _____

Procuring agency has provided me with a copy of the conflicts waiver and proof of filing with SOS and Comptroller.

29. Subcontractor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Subcontractor will not make a contribution that will violate. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the subcontract term, whichever is longer.

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

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

or

- ☐ Subcontractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the current valid certificate of registration issued by the State Board of Elections is attached.

31. Use of lobbyist: Subcontractor acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this subcontract.

- ☐ Subcontractor has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this subcontract.

or

- ☐ Subcontractor has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the subcontract:

Name and address of person: _____

All costs, fees, compensation, reimbursements and other remuneration paid to said person: _____

Subcontractor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration.

CONFLICT OF INTEREST DISCLOSURES (Subcontractors)

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

There are 5 sections to this form, and each must be completed in order to submit complete information.

Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the subcontract if the bid or offer is successful. As required by 30 ILCS 500/50-2, Subcontractors must submit these disclosures on an annual basis.

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

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

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

Name of Subcontractor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-13 Conflicts of Interest

All Subcontractors must complete this section regardless of the dollar value of the subcontract or method of procurement. Even if you mark "No Conflict of Interests" you still need to complete Sections 2, 3, 4 and 5 of this form.

- (a) **Prohibition.** It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any subcontract, or any direct pecuniary interest in any subcontract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any subcontract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) **Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such subcontract or direct pecuniary interest therein.
- (c) **Combined interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such subcontract or direct pecuniary interest therein.

Check One:

☐ No Conflicts Of Interest

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

Section 50-35 Disclosure of Financial Interest in the Subcontractor.

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

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

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

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

- ii. Subcontractor shall identify each subcontract, pending subcontracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or subcontract reference number (Attach additional pages as necessary. Show "none" if appropriate).

OR

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

- iii. These Subcontractors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.
- iv. Subcontractor shall identify each subcontract, pending subcontracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or subcontract reference number (Attach additional pages as necessary. Show "none" if appropriate).

OR

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

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

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
☐ Yes ☐ No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage* or dollar amount of your ownership
 or distributive share of income: _____
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
 Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)_____

Name: _____

Address: _____

*For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (Dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %

>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

- vi. In relation to individuals identified in item I above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here _____.

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

- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

OR

- ☐ I have determined that no individuals associated with this organization meet the criteria that would require the completion of Subsection ii.

Representative Lobbyist/Other Agent

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

Yes ☐ No ☐

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

Debarment/Legal Proceeding Disclosure

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

- | | |
|--|--|
| Debarment from subcontracting with any governmental entity | Yes ☐ No ☐ |
| Professional licensure discipline | Yes ☐ No ☐ |
| Bankruptcies | Yes ☐ No ☐ |
| Adverse civil judgments and administrative findings | Yes ☐ No ☐ |
| Criminal felony convictions | Yes ☐ No ☐ |

If any of the above are checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Current and Pending Subcontracts

Does the Subcontractor have any subcontracts pending subcontracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government?

Yes ☐ No ☐

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

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Legal Status (check one):

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

This Standard Qualifications, Certifications, Representations, & Disclosures Attachment is submitted on behalf of:

(Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

APPENDIX IV

CERTIFICATIONS AND CONFLICTS

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

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

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

1. Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Contractor is not in default on an educational loan (5 ILCS 385/3).
3. This does not apply to contracts with the state universities. Contractor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Contractor is an existing legal entity, and as applicable: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
5. This applies to service contracts and is otherwise not applicable. Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
6. Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Contractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
8. If Contractor, or any officer, director, partner, or other managerial agent of Contractor, 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, at least five years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
9. Contractor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Contractor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

10. Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
11. Contractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Contractor, the Contractor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
12. Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
13. Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
15. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
16. If Contractor employs 25 or more employees and this Contract is worth more than \$5,000, Contractor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
17. If Contractor is an individual and this Contract is worth more than \$5,000, Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
18. Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
19. Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Contractor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
21. Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
22. Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Contractor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
25. This does not apply to contracts with the state universities. Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the

State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. The prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

26. This applies to information technology contracts and is otherwise not applicable. Contractor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/iitaa (30 ILCS 587).

27. Contractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Contractor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Contractor's obligation under this Contract. Contractor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Contract, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

- a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

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

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

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

Or

☐ Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the official certificate of registration as issued by the State Board of Elections is attached.

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

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

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

(a) the Government of Iran;

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

AND

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

OR

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

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

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

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

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

DHR Public Contracts Number: _____

Date of Expiration: _____

____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the renewal period.

33. The Contractor acknowledges that this Contract may be voided if any of the certifications made herein by the Contractor are false.
34. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.
35. This applies only if procuring University receives Medicare or Medicaid funding. Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Contractor becomes excluded during life of this Contract.
36. The Contractor (and any Subcontractors) is required under 30 ILCS 500/20-65 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 the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General

of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.

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

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Printed name: _____

Date: _____

APPENDIX V – BIDDER'S 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
- ☐ Asian American
- ☐ Native American/Alaskan
- ☐ Person with disability (must be 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.

1.)

2.)

3.)

4.)

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
---	--	---	--

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. Resumes 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 _____

APPENDIX VI - CONTRACT

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

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

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

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 University of Illinois Hospital and Health Sciences System 253 and its provider based clinics, _____ hereinafter referred to as “University” and _____ doing business in the State of _____ with _____ principal address at _____, hereinafter referred to as “Contractor.”

ARTICLE 2. SCOPE OF SERVICES

Contractor shall provide the services set forth herein.

2.01 Services to Be Performed

Services to be performed incorporate Request for Proposal (RFP) ALS253, the Contractor’s response to RFP ALS253, and any applicable addenda.

2.02 Reports and Other Deliverables

Reports and other deliverable incorporate RFP ALS233, the Contractor’s response to RFP ALS253, and any applicable addenda.

ARTICLE 3. EFFECTIVE DATE AND DURATION OF CONTRACT

3.01 Term of Contract

The term of this Contract will begin upon execution and end June 30, 2016 unless terminated as provided herein, or extended by amendment.

3.02 Renewal Option

This Contract is renewable at the option of University under the same terms and conditions for two additional twelve-month periods.

ARTICLE 4. TERMINATION

4.01 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.

4.02 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, Contractor shall be paid for services performed up to date of cancellation or early termination by University.

ARTICLE 5. NOTIFICATION

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

Notices to University shall be sent to:

Notices to Contractor shall be sent to:

University of Illinois Hospital & Health Sciences System
Attn: Mike Jonen, Assoc. VP for Enterprise Strategy
Office of the Vice President for Health Affairs
Medical Center Administration Building
Room 106 (MC 973)
914 South Wood Street
Chicago, Illinois 60612

ARTICLE 6. 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:

University of Illinois at Chicago
Arlene L. Shorter
Senior Contract Coordinator
Purchasing Division (MC 560)
809 South Marshfield, 3rd Floor,
Chicago, Illinois 60612
Phone: (312) 413-4068
Fax: (312) 996-3135
Email: shorter@uic.edu

University Technical Representative

University of Illinois Hospital & Health Sciences System
Attn: Mike Jonen, Assoc. VP for Enterprise Strategy
Medical Center Administration Building
Room 106 (MC 973)
914 South Wood Street
Chicago, Illinois 60612
Phone: (312) 413-7497
Fax: (312) 413-3099
Email: mjonen@uillinois.edu

ARTICLE 7. 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 8. COMPENSATION

8.01 Rate of Compensation

The rate of compensation incorporates Appendix I of RFP ALS253, the Contractor's response to it, and any applicable addenda. The Contractor shall receive compensation at the rates established in its response to RFP ALS253 for the period of this contract as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. Reasonable expenses, not to exceed the amount indicated in its response to RFP ALS253 will be reimbursed with prior University approval and in accordance with University policy. Reimbursement requires appropriate documentation as determined by the University

8.02 Contractor's Response to Request for Best and Final Offer

Notwithstanding anything herein to the contrary, the price terms and other provisions set forth in Contractor's most recent response to the University's request for a best and final offer shall supersede any and all previous pricing terms and proposals submitted by Contractor to University and are incorporated by reference.

8.03 Maximum Price

The estimated 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 ALS253.

8.04 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 monthly. 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.

8.05 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 (see Article 6). The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice.

8.06 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.

ARTICLE 9. 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 10. 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 11. RIGHTS IN WORK PRODUCT

11.01 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.

11.02 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.

11.03 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.

11.04 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.

11.05 No Restrictive Markings

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

11.06 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.

11.07 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.

11.08 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 12. HIPAA COMPLIANCE

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

12.01 Compliance with Privacy Requirements: Contractor agrees to:

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

B. **Contractor Obligations.** In the event Contractor is considered a “Business Associate” as defined by HIPAA Contractor shall comply with the following and any state provisions that are more restrictive:

1. Not use or further disclose PHI other than as permitted or required by this Contract or as Required By Law;

2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract and 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;

3. Mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of PHI by either party in violation of the requirements of this Contract, HIPAA, or other applicable federal or state law;

4. Report to University any use or disclosure of PHI not provided for by this Contract and any Security Incident of which it becomes aware;

5. Ensure that any agent, including a subcontractor, to whom it provides PHI and/or EPHI received from University, or created or received, by Contractor on behalf of University,

agrees, in writing, prior to the disclosure of such PHI, to the same restrictions and conditions that apply to Contractor with respect to such information;

6. Provide access, upon request of University, and in the time and manner designated by University, to PHI in a designated record set, as directed by University, to the Patient in order to meet the requirements under 45 CFR § 164.524;

7. Make any amendment(s) to PHI in a designated records set 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 PHI and EPHI received from University, or created or received by Contractor on behalf of University, available to the Secretary of the U.S. Department of Health and Human Services (“HHS”), in a time and manner designated by University or the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule;

9. Document disclosures of PHI and information related to such disclosures as would be required to respond to a request by a Patient for an accounting of disclosures of PHI 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. In addition, in accordance with the HITECH Act, Contractor acknowledges that if disclosures are made by Contractor through the use of an electronic health record, Individuals have the right to receive an accounting of disclosures made for treatment, payment, and health care operations during the previous three (3) years, thus Contractor agrees that:

(i) If University acquired an electronic health record before January 1, 2009, then effective January 1, 2011, Contractor must maintain a list of disclosures made for treatment, payment or operations purposes for a minimum of three (3) years from the date of such disclosure; or

(ii) If University acquired an electronic health record after January 1, 2009, then effective January 1, 2014, Contractor must maintain a list of disclosures made for treatment, payment or operations purposes for a minimum of three (3) years from the date of such disclosure;

11. Allow University to control a response to a subpoena or any other discovery request or judicial or administrative order mandating that Contractor disclose PHI that University has made available to Contractor;

12. Use or disclose PHI: (a) as is necessary for the proper management and administration of Contractor’s organization, (b) to provide data aggregation services relating to the health care services of University; and (c) to carry out the legal responsibilities of Contractor; provided, however, that any permitted disclosure of PHI to a third party must be either Required By Law or subject to reasonable assurances obtained by Contractor from the third party that the PHI will be held confidentially, and securely, and used or disclosed only as Required By Law or

for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to Contractor;

13. Comply with the requirements for electronic data security as stated in 45 CFR §§ 164.308, 164.312, and 164.316 to the same extent such requirements apply to University;

14. Except as permitted by the HITECH Act or regulations issued by HHS in accordance with the HITECH Act, and as of the effective date of such regulations, not directly or indirectly receive remuneration in exchange for any PHI unless University notifies Contractor that it obtained a valid authorization from the Individual specifying that the Individual's PHI may be exchanged for remuneration by the entity receiving such Individual's PHI;

15. Follow any guidance issued by HHS regarding what constitutes "minimum necessary" with respect to the use or disclosure of PHI. Until the time that any such guidance is issued, Contractor shall limit its use or disclosure of PHI, to the extent practicable, to the limited data set (as defined in section 45 CFR § 164.514(e)(2)) or, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, respectively; and

16. Contractor must obtain or confirm that University has obtained an authorization for any use or disclosure of PHI for marketing, unless the marketing communication is made without any form of remuneration (i) to describe medical services or products provided by University or Contractor; (ii) for treatment of the Individual; or (iii) for case management or care coordination for the Individual or to direct or recommend alternative treatments, therapies, providers or settings.

C. **Breach Notification Requirements.** If Contractor has knowledge or a reasonable belief that a Breach of Unsecured Protected Health Information has occurred or may have occurred, Contractor shall promptly (but in no event later than five (5) days after it has knowledge that a Breach or reasonable belief that a Breach has or may have occurred) notify University in accordance with the requirements of 45 CFR § 164.410. Such notification shall include, to the extent possible, the identification of each Individual whose PHI has been or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach, along with any other information that University will be required to include in its notification to the Individual, the media and/or the Secretary of HHS, as applicable. If required, Contractor shall notify applicable Individuals of the Breach, in accordance with the requirements of the HITECH Act.

D. **Term.** The provisions of this Article 12 shall begin on the last date of signing of this Agreement, and shall terminate when all of the PHI provided by University to Contractor is destroyed or returned to University, or if it is infeasible to return or destroy all of the PHI, protections are extended to such information in accordance with the termination provisions detailed herein.

E. **Termination.**

1. Upon University's knowledge of a material breach of this Article 12 by Contractor, University shall:

(i) Terminate this Contract upon thirty (30) days notice if University determines that Contractor has violated a material term of this Contract if, following University's notification to Contractor of the material breach, Contractor is unable or unwilling to take steps to cure the breach within such thirty (30) day period. In the event of such a cure, this Contract shall remain in full force and effect;

(ii) Immediately terminate this Contract if Contractor has breached a material term of this Contract and cure is not possible; or

(iii) If neither termination nor cure is feasible, report the violation to the Secretary of HHS.

2. Upon Contractor's knowledge of a material breach by University of this Contract, Contractor shall:

(i) Terminate this Contract upon thirty (30) days notice if Contractor determines that University has violated a material term of this Contract if, following Contractor's notification to University of the material breach, University is unable or unwilling to take steps to cure the breach within such thirty (30) day period. In the event of such a cure, this Contract shall remain in full force and effect;

(ii) Immediately terminate this Contract if University has breached a material term of this Contract and cure is not possible; or

(iii) If neither termination nor cure is feasible, report the violation to the Secretary of HHS.

3. Upon termination of this Contract, for any reason, Contractor shall return or destroy all PHI received from University, or created or received by Contractor on behalf of University. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. University reserves the right to set the schedule for the return or destruction of all PHI. Contractor shall provide proof or certification of destruction of the PHI.

4. In the event that Contractor determines that returning or destroying the PHI to University is infeasible, Contractor shall provide University with notification of the conditions that make return or destruction infeasible. Contractor shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the party maintains such PHI.

F. **Red Flag Rule Compliance.** To the extent applicable and upon the effective date, as stated by the Federal Trade Commission (the "FTC"), and thereafter, if Contractor performs services for University with respect to Covered Accounts as such term is defined in the Identity Theft Red Flag rules published by the FTC (the "Rules"), Contractor shall also be deemed a "Service Provider" of University and as to such Covered Accounts, Contractor shall: (a) perform its activities under the Contract in accordance with reasonable policies and procedures of Contractor designed to detect, prevent, and mitigate the risk of identity theft, as required of a Service Provider under the Rules (the "Program"); and (b) promptly report to University but in no event later than five (5) days after learning of any specific Red Flag Incidents (as such term is defined in the Rules) which Contractor detects as to Covered Accounts of University pursuant to

the Program and respond to, or reasonably assist University in responding to, such reported Red Flag.

G. Miscellaneous.

1. **Amendment.** The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary to comply with the requirements of HIPAA and any regulations promulgated thereunder. The parties acknowledge that the HITECH Act requires the Secretary of HHS to issue additional regulations and interpretative guidance that is not available at the time of executing this Contract. In the event University determines in good faith that any such regulation or guidance adopted or amended after the execution of this Contract is required by law to be implemented and made a part hereof, this Contract shall be renegotiated in good faith so as to amend the applicable provision(s) in a manner that would eliminate any such substantial risk.

2. **Ownership.** University shall be and remain the sole and exclusive owner of its PHI.

ARTICLE 13. 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.

13.01 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.

13.02 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.

13.03 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.

13.04 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.

13.05 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.

13.06 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.

13.07 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.

13.08 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).

13.09 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

13.15 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.

13.16 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.

13.17 State Board of Elections Registration (P.A. 95-971)

By acceptance of this award, Contractor certifies that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it has submitted a copy of the Certificate of Registration to the Chief

Procurement Officer for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c) it acknowledges a continuing duty to update the registration. Any contracts entered into with contractor by the University are voidable under the Procurement Code if contractor fails to comply with the requirements of Section 20-160.

13.18 Disclosure of Business in Iran

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

13.19 Federal Funding

If this Contract is federally funded, Contractor certifies that:

- a. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. It has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or Contract under a public transaction, violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement of receiving stolen property.
- c. It is not presently indicted or criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in Part 0 of this certification.
- d. It has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or Local) terminated for cause or default.
- e. No Federal appropriated funds have been paid or will be paid by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- f. If any non-Federal funds have been paid or will be paid by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.
- g. It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

ARTICLE 14. 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 15. 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 16. TAX STATUS

16.01 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 17. GENERAL PROVISIONS

17.01 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.

17.02 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.

17.03 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.

17.04 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.

17.05 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.

17.06 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.

17.07 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.

17.08 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.

17.09 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.

17.10 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.

17.11 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.

17.12 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.

17.13 Illinois Information Technology Accessibility Act

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed 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> as of the date of that this proposal is due or contract is executed.

17.14 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.

17.15 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.

17.16 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.

17.17 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

Title

Date: _____

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

Robert A. Easter, President
Chief Executive Officer

Thomas R. Bearrows, University Counsel
Chief Legal Counsel