

Request for Proposal (RFP)

No. 1MKG201

Graphic Design Work for Annette Lemieux Exhibition Catalog

PROPOSAL ISSUED DATE: July 21, 2009

PROPOSAL DUE DATE: August 6, 2009

PROPOSAL DUE TIME: 2:00 PM Local Time

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

Technical questions regarding this RFP's specifications should be directed to:

Chris Grant
Krannert Art Museum
500 E. Peabody, MC 592
217-333-2531
cgrant@illinois.edu

Questions regarding general proposal procedures should be directed to:

Mary Kent-Gehrt
OBFS, UIUC Purchasing
212 Tech Plaza
616 W. Green St
Champaign, IL 61820
(217) 244-4320
mgehrt@uillinois.edu

Send or deliver Proposal to:

University of Illinois Purchasing Division
ATTN: Bid Desk
212 Tech Plaza
616 East Green Street
Champaign, IL 61820

Clearly mark RFP 1MKG201 on the outside of all packages.

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1. INTRODUCTION

1.1. DESCRIPTION OF PROPOSAL

The Board of Trustees of the University of Illinois on behalf of the Krannert Art Museum (“the University”) is seeking Proposals from qualified firms (“Proposers”) to provide graphic design work for the Annette Lemiux exhibition catalog. The exhibit will open October 2010. This work will begin by August 30, 2009 and continue through December 31, 2010.

1.2. OVERVIEW

The University of Illinois on behalf of the Krannert Art Museum is currently accepting proposals for publication of a museum exhibition catalog. The book will be approximately 200 pages with approximately 110 images. The final print run will be a total of 1,000 books (printing to be separate from graphic design). Delivery of the catalog will be prior to exhibition opening in October of 2010.

1.3. CONTRACTUAL TERMS AND CONDITIONS

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

2. INSTRUCTIONS TO PROPOSERS

2.1. PROPOSAL PACKAGE

To facilitate evaluation, submit the Proposal in two (2) parts as described below. The parts may be submitted in the same package provided the parts are clearly separated and identified as outlined in Sections 2.1.1 and 2.1.2 below.

2.1.1. Technical Proposal

Submit one (1) original (clearly marked as “Original”) and four (4) copies of the Technical Proposal in a sealed package clearly marked with the RFP number and “Technical Proposal”. The following documents comprise the Technical Proposal.

1. Response to the Technical Requirements (Appendix I).
2. Any proposed changes to the sample contract (appendix III)
3. Completed and signed forms A and B of the Vendor Disclosure of Financial Interests (Appendix IV).
4. Completed and signed Bidders Application Form (Appendix V).
5. Completed State of Illinois Board of Elections Certification (Appendix VI).
6. Completed and signed Certifications, Preferences and Signatures (Appendix VII)

2.1.2. Pricing Proposal

Submit one (1) original (clearly marked as “Original”) and four (4) copies of the completed and signed Pricing Proposal (Appendix II) in a separate and sealed envelope that is clearly marked with the RFP number and “Pricing Proposal.” The response to Appendix II should include any supplemental or renewal option period pricing schedules (Appendix II).

2.1.3. Contract

Attached is a sample contract that the successful Proposer will be expected to execute. Clearly identify any exceptions to the terms and conditions of the Contract(s) by referencing the pertinent Article in the Technical Proposal. Such exceptions will be considered when evaluating the Proposer's response to this RFP.

2.2. DELIVERY OF PROPOSAL PACKAGE

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

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

2.3. UNIFORMITY

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

2.4. PROPOSAL MATERIALS

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

2.5. AMENDMENT

Since all amendments become a part of the Proposal, any substantive amendments issued prior to the Proposal opening date may include an amendment acknowledgment section. Amendment acknowledgments (if included) must be signed by an authorized Respondent representative and returned with the Proposal on or before the Proposal opening date. Failure to sign and return any and all amendment acknowledgments shall be grounds for rejection of the Proposal response.

2.6. PROPOSAL MODIFICATION

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

opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal opening date and time.

A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

2.7. PERIOD OF FIRM PROPOSAL

Offers must be kept firm for acceptance for at least ninety (90) days after the date the RFP is opened. Proposals with acceptance periods of less than ninety (90) days may be considered non-responsive. The Respondent may specify a longer period than indicated here. If the Respondent indicates no time period for acceptance, the proposal will be considered firm for ninety (90) days and thereafter until written notice to the contrary is received.

2.8. PROPOSER’S RESPONSIBILITY TO READ RFP

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

2.9. ERRORS AND OMISSIONS

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

2.10. RFP INTERPRETATION

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

2.11. CONFIDENTIALITY

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

2.12. USE OF SUBCONTRACTORS

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

2.13. PROPOSER’S RESPONSIBILITY FOR SERVICES PROPOSED

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

2.14. ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER

All responses require an Illinois Department of Human Rights (IDHR) number or a statement by the Proposer that a PC-1 Employer Report Form has been submitted to the Department. Include the IDHR number in Appendix V, Bidders Application Form and in Appendix VII, Certifications, Preferences and Signature

Note: If a Proposer received an IDHR number prior to July 1, 1998, the Proposer may be required to apply for a new number.

For more information, contact the IDHR, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, (312) 814-2431, or see the following Web Sites: <http://www.state.il.us/dhr/index> or <http://www.state.il.us/cms>.

2.15. TAXPAYER IDENTIFICATION NUMBER

The Proposer is required to provide its Taxpayer Identification Number (TIN) if awarded a contract. The following instructions pertain to the TIN.

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

2.16. 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>.

2.17. NEW STATE OF ILLINOIS REQUIREMENT**State Board of Elections Certification Required by Public Act 95-971**

Any firm or individual who wishes to submit a bid or proposal in response to this solicitation must make the certification in Appendix VI. If you do not make the certification in Appendix VI (and attach a copy of the completed certificate of registration from the State Board of Elections, if required), your bid or proposal cannot, by law, be accepted by the University. A completed certification document consists of the first page of the Business Entity Registration form with a State Board of Elections date/time stamp and the registration number in the upper right corner of the registration form.

3. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

3.1. ACCEPTANCE OF PROPOSALS

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

3.2. PROPOSER QUALIFICATIONS

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

3.3. PROPOSER PRESENTATIONS

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

3.4. RIGHT TO INSPECT

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

3.5. PAYMENT TERMS

Payment terms of less than thirty (30) days will not be considered in making the Contract award. However, any applicable discount offer will be taken if payment is processed within the stated time.

3.6. ACCESSIBILITY ACT:

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

3.7. EVALUATION OF PROPOSALS

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

The University will award the Contract to the responsible offeror whose Proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this RFP.

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

The Program Plan for performing the required services to meet the requested deadline.

The ability of the Proposer to perform the requested services and fulfill requirements as reflected by:

- Creativity;
- Specific experience in providing the requested services
- Quality of examples to be provided, Favorable recommendations from referenced clients where similar or like services are being or have been performed
- Flexibility and Adaptability of vendor to perform duties to meet the deadlines required.

Miscellaneous Requirements

- Favorable recommendations from referenced clients where similar or like services are being or have been performed;
- Compliance with the RFP specifications; and
- Overall quality and completeness of response.
- Pricing

4. AWARD OF CONTRACT

The University will award the Contract to the Proposer who has, in the opinion of the University, best demonstrated competence and qualification for the type of Professional and Artistic Services required at fair and reasonable prices/compensation and whose Proposal is deemed to be in the best interest of the University.

5. TERMINATION BASED ON FUNDING

Since the Contract resulting from this RFP may be funded from both State of Illinois and Federal appropriated funds, the Proposer understands that this Contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or U.S. Government fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Proposer shall be paid for services performed under this Contract up to the effective date of termination and notice of such termination will be submitted to the Proposer in writing not less than sixty (60) days prior to the effective date.

6. TERMINATION FOR CAUSE

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

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

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

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

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

7. TERMINATION FOR CONVENIENCE

If, for whatever reason, the University determines that cancellation of the contract would be in its best interest, the University retains the right to cancel the contract, without penalty, by serving one hundred twenty (120) days written notice upon the Contractor.

8. POST PERFORMANCE REVIEW

A post performance will be conducted to evaluate the services provided.

Appendix I. TECHNICAL REQUIREMENTS

This Appendix I and Proposer's response to it will be incorporated into the final Contract.

1. SCOPE OF SERVICES

The exhibition catalog will be approximately 250 pages with 140 images. The print run will be 1,000 books (which will be done separately from this RFP). The catalog will include multiple sections which will include: a cover page, half title page, title page, copyright page, a forward, multiple essays, 45 images of the artist's work, timeline/bio (approximately 90 small images), lenders and funders, and a bibliography.

It will be expected that the selected graphic design firm will arrange for color separations for printer.

Creativity

- The firm must demonstrate the ability to work with high quality images that ultimately produce a unique publication that compliments and highlights the collection.
- The firm **must** demonstrate that they have produced a collection handbook and were involved with all aspects of the collection handbook, from the design phase to the finished work to print supervision.

Experience

- Specific experience in providing the requested services. Firms **must** have designed at least one museum collection handbook that was completed and published.
- Proposers must submit a sample of other museum collection handbooks they have completed (samples will be not be returned) Examples should also show that the work reached publication and the firm was credited for the work.
- The sample that is submitted must demonstrate that the firm was the sole design firm involved with the project.

Quality/Experience

- The firm must be able to provide samples where work was produced from high quality images;
- Qualifications and abilities of personnel assigned to perform the services for the exhibition catalog;
- Compliance with the RFP specifications; and
- Overall quality and completeness of response

Adaptability/Flexibility

- Finished exhibition catalog must be ready for the printer by **August 2010** .

Miscellaneous

- Adequacy of financial resources;

2. REPORTS AND OTHER DELIVERABLES

As required by the department

3. PROGRAM PLAN

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

4. PROPOSER'S QUALIFICATIONS AND OTHER REQUIRED INFORMATION

The Proposer must provide the following information.

- 4.1. The name, address, telephone, fax number, and primary contact person of the company.
- 4.2. Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:
 - 4.3. Technical training and education;
 - 4.4. General experience;
 - 4.5. Specific experience with services being requested; and
 - 4.6. Qualifications and abilities to perform the services being requested.
- 4.7. A general plan for the personnel who will perform the services outlined in this RFP.
- 4.8. If applicable, the company's branch office addresses, telephone numbers, fax numbers, and contact persons, noting the branch office that would be used to provide the services outlined in this RFP.
- 4.9. Three (3) references of current clients, including company name, address, telephone number, fax number, primary contact, and type of services the company is performing for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.
- 4.10. Three (3) recent references for contracts that were not renewed or were cancelled, if applicable, including company name, address, telephone number, fax number, primary contact, and type of services the company was performing at the time of non-renewal or cancellation. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.
- 4.11. The company's most recent Annual Report and its financial statements for the past three (3) fiscal years, including Balance Sheets and Statements of Revenue and Expenses, or other documentation that demonstrates financial solvency.
- 4.12. Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- 4.13. Description of the informational or training sessions the Proposer will conduct for the University employees being directly affected by the services being requested.
- 4.14. Other information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested.

5. OUT-OF-STATE PREFERENCES

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

6. MAFBE

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

7. SIGNATURE

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

Appendix II. PRICING PROPOSAL

This Appendix II and Proposer's response to it will be incorporated into the final Contract.

1. METHOD AND RATE OF PAYMENT

1.1. HOURLY PRICE VERSION

The successful Proposer will provide all services and materials as specified in this RFP at the hourly rate of \$_____.

1.2. TRAVEL EXPENSES

Travel expenses will be reimbursed at the following rates. The cost of travel will be figured in the overall analysis of the Pricing Proposal.

Current rates are \$.55 per mile for mileage; \$40.00 per day for rental cars; \$28 per day for meals; \$155 per day for Cook County, \$80 per day for DuPage, Kane, Lake, McHenry, or Will Counties, \$70 per day for Champaign, Kanakakee, LaSalle, McLean, Macon, Madison, Peoria, St. Clair, Sangamon, Tazewell, and Winnebago Counties, and \$60 per day for all other Illinois counties; and airfare at the most economical rate available.

Include an estimated amount of travel necessary to perform the requested services and the estimated expense.

Estimated total number of trips to be made _____

Estimated total travel expense \$_____

1.3. MAXIMUM PRICE

The maximum price for the resulting contract will be the sum of 1.1 and 1.2 above.

Enter the sum here. \$_____

8.1. PRICE FOR ARRANGING COLOR SEPARATIONS \$_____

1.4. TOTAL PACKAGE PRICE VERSION

The Proposer will furnish all services as identified in this RFP for the total price of \$_____ for the initial contract period.

2. SIGNATURE

By signing this Proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP 1MKG201 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: _____

Signature: _____
Typed or printed
name of individual
signing Proposal _____

Date: _____

Appendix III. SAMPLE CONTRACT

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

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

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

ARTICLE 1. INTRODUCTION

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

ARTICLE 2. DEFINITIONS

ARTICLE 3. SCOPE OF SERVICES

Contractor shall provide the services set forth herein.

3.01 Services to Be Performed

3.02 Reports and Other Deliverables

ARTICLE 4. EFFECTIVE DATE AND DURATION OF CONTRACT

4.01 Term of Contract

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

4.02 Renewal Option

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

ARTICLE 5. TERMINATION

5.01 Termination for Convenience

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

5.02 Termination for Cause

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

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

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

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

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

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

ARTICLE 6. NOTIFICATION AND ADMINISTRATION OF CONTRACT

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 in any notifications.

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:

Mary Kent-Gehrt
Purchasing Division
Tech Plaza, Ste 212 MC 364
616 East Green Street
Champaign, IL 61820-5752
217-244-4320
217-2399-6866 fax
mgehrt@uillinois.edu

University Technical Representative

Notices to University shall be sent to:

Mary Kent-Gehrt

OBFS Rev. 2-04-08

Notices to Contractor shall be sent to:

Purchasing Division
Tech Plaza, Ste 212 MC 364
616 East Green Street
Champaign, IL 61820-5752
217-244-4320
217-2399-6866 fax
mgehrt@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 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

Contractor shall receive compensation at the rate of _____ for the period of this contract as compensation for all work and services performed.

Any pre-approved University expenses, not included in the rate quoted above, including travel expenses, not to exceed \$_____ will be reimbursed in accordance with University policy. Reimbursement requires appropriate documentation as determined by University.

8.02 Maximum Price

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

8.03 Method of Payment

University agrees to pay Contractor no more frequently than monthly for services rendered for the contract period in accordance with the amounts specified in this Contract. The frequency of payment will be _____. Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if University fails to comply with the State Prompt Payment Act (30 Illinois Compiled Statutes 540/0.01).

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.

8.04 Method of Billing

To receive payment, Contractor must submit an appropriately itemized invoice to University for services performed and allowable expenses incurred. Invoices are to be sent in duplicate to the invoice address listed on the purchase order. The Purchase Order Number must be included on the invoice.

8.05 Rate and Multiplier Information for Professional and Artistic Services

1. Each invoice submitted by Contractor to University for payment shall contain the following information:
 - (a) The name, title and actual hourly rate of pay that Contractor provides to each employee whose services are billed to University on the invoice (“Pay Rates”); and
 - (b) The number of hours worked by each employee of Contractor whose services are billed to University on the invoice; and
 - (c) The multiplier or other calculation applied by Contractor to the Pay Rates to compensate Contractor for its overhead and profit (“Multipliers”) as specified in the Contract; and
 - (d) A written certification by Contractor on each of its invoices that the Pay Rates are true and correct.
2. Contractor may, in its discretion, conspicuously mark its invoices **“CONFIDENTIAL”**. University will hold in confidence Contractor’s Pay Rates and Multipliers (“Confidential Information”) contained in those invoices which are marked **“CONFIDENTIAL”** by Contractor. University will not disclose such Confidential Information to third parties. The restriction against disclosure will not apply to Confidential Information which: (a) is already known by University; or (b) becomes publicly known through no act or fault of the University; or (c) is received by University from a third party without a restriction on disclosure; or (d) is required to be disclosed by a court, government agency, or regulatory requirement; or (e) is required to be disclosed in response to a request made to University under Federal and State “freedom of information” statutes. In the event a disclosure is required by any of the circumstances mentioned in “(d)” or “(e)”, University will promptly notify Contractor of such disclosure requirement, and will reasonably cooperate with Contractor should Contractor seek to restrict or prevent disclosure of the Confidential Information by seeking the issuance of a protective order, or by taking other action to restrict or prevent disclosure, in a court of competent jurisdiction. University may decline to cooperate, or further cooperate with Contractor, if University determines in its sole discretion that such cooperation is not legally justified or prudent. Contractor shall reimburse University for all of University’s costs and expenses, including reasonable attorneys’ fees, incurred by or assessed against University resulting from actions taken by University at Contractor’s request in restricting or preventing the disclosure of Confidential Information.

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. Workers' Compensation including
Occupational Diseases

- Coverage A Illinois Statutory Limits
- Coverage B (Employers Liability) \$500,000 each disease
\$500,000 each employee
\$500,000 policy limit

___ Check if "sole proprietor" and Workers' Compensation is not applicable.

B. Commercial General Liability
(occurrence coverage, and including
contractual liability)

- Each Occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products-Completed Operations \$2,000,000
- Aggregate
- Personal & Advertising Injury \$1,000,000
- Fire Damage Legal Liability \$100,000

C. Auto Liability (either personal or
commercial, as applicable)

- Combined Single Limit each accident, \$1,000,000
OR
- Bodily Injury \$1,000,000
- Property Damage \$1,000,000

Additional insurance requirements for this contract are checked below:

- ☐ D. Professional Liability – Specialty \$1,000,000 per claim
Errors and Omissions \$3,000,000 in the aggregate

- ☐ E. Professional Liability – Medical \$1,000,000 per claim
Malpractice \$3,000,000 in the aggregate

- ☐ F. Employee Dishonesty \$150,000 each occurrence
- ☐ G. Other

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 (CGL) insurance, The Board of Trustees of the University of Illinois shall be added to the Contractor's CGL policy 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 the University arising from the activities of the Contractor and/or Subcontractor performing work on behalf of the Contractor."

When any professional services are performed in connection with this Contract, Professional Liability for Contract and its employees and agents shall be required and maintained for the duration of the contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years. When policies are renewed or replaced any retroactive date must coincide with, or precede commencement of services by the Contractor or Subcontractor under this Contract.

Professional Liability insurance shall include coverage for errors, omissions, and negligent acts related to the rendering of said professional services with limits not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, as shown above.

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, Tech Plaza, Suite 212, MC 364, 616 East Green Street, Champaign, IL 61820-5752.

University's receipt of any insurance certificate shall not be deemed acceptance that insurance requirements in the Contract have been satisfied. Failure of University to obtain certificates or other insurance evidence from the 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.

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

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

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 Patent and Copyright

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

The Contractor and its Surety shall hold and save the University and their officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the Contract including its use by the University, unless otherwise specifically stipulated and agreed to in this Contract.

11.09 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 University as a whole, see <http://illinois.edu/goto/overview>

ARTICLE 12. 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.

12.01 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.

12.02 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.

12.03 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.

12.04 Convicted of Felony

The Contractor and any affiliates 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 and also certifies in accordance with 30 Illinois Compiled Statutes 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.

12.05 Deficit Reduction Act

The Contractor certifies that the medical goods and services provided to the University is in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University's policies and code of conduct.

12.06 Delinquent Payments Certification

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

12.07 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.

12.08 Employment Status

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

12.09 Environmental Certification

If applicable, 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.

12.10 Federal Funding

If this Contract is federally funded, Contractor certifies that:

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

12.11 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>.

12.12 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).

12.13 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.

12.14 Lead Poisoning Prevention Certification

Contractor, if the owner of residential rental property in Illinois, certifies in accordance with 30 Illinois Compiled Statutes 50-14.5 that they have not committed a willful or knowing violation of the Lead Poisoning Prevention Act that has not been mitigated.

12.15 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.

12.16 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.

12.17 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.

12.18 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.

12.19 Certification for Contracts and Purchase Orders

State Board of Elections Registration (P.A. 95-971)). By acceptance of this award, the contractor certifies that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it has submitted a copy of the Certificate of Registration to the Chief Procurement Officer for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c)

it acknowledges a continuing duty to update the registration. Any contracts entered into with contractor by the University are voidable under the Procurement Code if contractor fails to comply with the requirements of Section 20-160.

ARTICLE 13. ACCOUNT SETTLEMENT LEGAL ACTION IF APPLICABLE

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 14. TAX STATUS

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 15. GENERAL PROVISIONS

15.01 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.

15.02 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.

As provided in 30 Illinois Compiled Statutes 25-80 of the Procurement Code, any successor company must certify to the University that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract. This does not apply to contracts for professional and artistic services.

15.03 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.

15.04 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.

15.05 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.

15.06 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.

15.07 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.

15.08 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.

15.09 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 Champaign County, Illinois.

15.10 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.

15.11 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.

15.12 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.

15.13 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.

15.14 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.

15.15 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.

15.16 Entire Contract

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

APPROVAL AND EFFECTIVE DATE

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

The Board of Trustees of the University of Illinois

Contractor

By: _____
Walter K. Knorr, Comptroller

Signed

Date: _____

Type or print name

Attest: _____
Michele M. Thompson, Secretary

Title

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

Date: _____

Approved:

B. Joseph White, President
Chief Executive Officer

Thomas R. Bearrows, University Counsel
Chief Legal Counsel

**The following signatures are required on
Urbana contracts.**

Approved:

For University Counsel

For the Purchasing Division

For the Department

Appendix IV. VENDOR DISCLOSURE OF FINANCIAL INTERESTS

NOTE: This form is available electronically at

<http://www.procure.stateuniv.state.il.us/vendorforms.html>

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

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

Financial Interests and Potential Conflicts of Interests Disclosures

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

You can use this form in two ways:

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

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

STEP 1 – SELECT THE DOCUMENTATION YOU ARE SUBMITTING

► Publicly Traded Entities – Select one.

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

► Privately Held Entities (with more than 400 shareholders)

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

► Privately Held Entities (with less than 400 shareholders)

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

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

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

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

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

Attach additional pages if needed.

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

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

**Type of Ownership/Distributable Income Code:

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

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

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

Name of Individual _____

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

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

► Current Contracts

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

☐ No.

☐ Yes. List below or attach additional pages:

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

► Pending Contracts or Proposals

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

☐ No.

☐ Yes. List below or attach additional pages:

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

STEP 5 – SIGN FORM

Name of Vendor or Contracting Entity

Official authorized to sign on behalf of vendor:

Name _____ Title _____

Signature _____ Date _____

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

Appendix V. BIDDERS APPLICATION FORM

NOTE: This form is available electronically at

<http://www.procure.stateuniv.state.il.us/vendorforms.htm>

You may use this Bidder Application Form in two ways:

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

Business Name: **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 Lowden Hall, Room 107 DeKalb, IL 60115	☐ 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
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Not-for-Profit Corporation
☐ Medical Health Care Services Provider Corp.

- ☐ Real Estate Agent
☐ Government Entity
☐ Tax Exempt Organizations (IRC 501 (a) only)
☐ Trust or Estate
☐ Limited Liability Corporation

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

FEIN: SSN:

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

IDHR Contractor Registration Number: ☐ Exempt

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

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

☐ Yes ☐ No

If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

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

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

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

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

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

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

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

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

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

Manufacturing business – cannot employ more than 250 persons

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

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

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

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

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

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

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

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

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

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

Name and Address	Percent Owned	Voting Percentage

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors

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

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

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

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

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

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

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

Accounting ☐ Accountant ☐ Auditor ☐ Billing Services ☐ Collection Services Artistic ☐ Artist ☐ Art/Artifact Restoration ☐ 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. Resume' of key personnel – Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

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

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

☐ Yes ☐ No If yes, please explain:

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

☐ Yes ☐ No If yes, please provide details:

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

☐ Yes ☐ No If yes, please provide details:

24. I understand that:

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

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

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

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

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

Under penalty of perjury, I swear or affirm that:

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

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

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

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

Signature: _____Name (type or print): Date: Title:

Appendix VI. STATE OF ILLINOIS BOARD OF ELECTIONS CERTIFICATION

NEW STATE OF ILLINOIS REQUIREMENT
PLEASE READ CAREFULLY BEFORE RESPONDING

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

INSTRUCTIONS: Any firm or individual who wishes to submit a bid or proposal in response to this solicitation must make the certification below. If you do not make the certification below (and attach a copy of the completed certificate of registration from the State Board of Elections, if required), your bid or proposal cannot, by law, be accepted by the University. A completed certification document consists of the first page of the Business Entity Registration form with a State Board of Elections date/time stamp and the registration number in the upper right corner of the registration form.

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

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

CERTIFICATION:

You must check the box that applies to you:

The bidder/proposer certifies that:

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

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

**** Reminder ****

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

Appendix VII. CERTIFICATIONS, PREFERENCES AND SIGNATURE

CERTIFICATIONS AND PREFERENCES

Taxpayer Identification Certification

The Internal Revenue Service requires that the University request the following certification. See instructions below for completing the certification.

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

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

Signed _____

Date _____

Enter your Taxpayer Identification Number (**TIN**) in the appropriate space. For individuals and sole proprietors, this is your Social Security Number. For other entities, it is your employer identification number. Federal Employer Identification Numbers (**FEIN's**) must not be used for sole proprietorships.

If you do not have a **TIN**, apply for one immediately. To apply, get Form SS-5, Application for Social Security Number Card (for individuals) from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.

To complete the certification if you do not have a **TIN**, fill out the certification indicating that at **TIN** has been applied for, sign and date the form, and return it to the University. As soon as you receive your **TIN**, fill out another such form including your **TIN**, sign and date the form, and return it to the University.

If you fail to furnish your correct **TIN** to this agency, you are subject to an IRS penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.

Illinois Department Of Human Rights (IDHR) Eligibility Number

_____ IS MY IDHR ELIGIBILITY NUMBER _____ EXEMPT

All proposals require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the IDHR prior to the RFP due date for the respondent to be eligible to propose an offer for this contract. All IDHR numbers 89999-00-0 or lower expired on August 31, 1999. If you do not currently have a number or your number is 89999-00-0 or lower, you must register or re-register in order to remain eligible. 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, TDD (312)263-1579, or www.state.il.us/dhr/programs/dhr_pbct.htm. All persons (or firms) employing 14 or fewer individuals at any time during the past 365 days are exempt from the IDHR requirement and should check "Exempt" above.

Miscellaneous Certifications

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

Within the 24 months before submission of the bid, offer, or proposal the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

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

AND

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

OR

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

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

Signature

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

Signature

Antibribery: The Proposer certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Procurement Code (30 ILCS 500/50-5(a)).

Bid Rigging: The Proposer certifies that it has not been barred from contracting with a unit of State or Local Government as a result of a violation under 720 ILCS 5/33E-3 (bid rigging prohibition) or 33E-4 (bid rotating prohibition) (Criminal Code of 1961, as amended).

Felony Certification: The Proposer certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and also 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 Proposer acknowledges that the contracting agency shall declare the contract void if this certification is false.

Drug Free Workplace: The Proposer certifies it has read the Drug Free Workplace Act (30 ILCS 580/1) and is, or will be, in compliance with the Act on the effective date of the award of this contract. The Drug Free Workplace Act requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that individuals with contracts not engaged in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. These requirements apply to contracts of \$5,000.00 or more.

International Boycott: The Proposer certifies 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. (30 ILCS 582).

Educational Loan Default: The Proposer certifies that he/she is not in default for a period of six months or more and in the amount of \$600.00 or more on the repayment of any educational loan guaranteed by the State Scholarship Commission or made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education. This clause is not applicable to corporations or partnerships (5ILCS 385/3).

Records Retention: Public Act 30 ILCS 500/20-65 requires that the Proposer who receives a contract as a result of this proposal, shall maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Proposer agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Act shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Proposer agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 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 by reference.

The Proposer shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

The Proposer agrees to incorporate this clause into any approved subcontracts under this Contract.

Alteration/Modification of Original Documents: The Proposer 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. The Proposer 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.

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

Labor Certification: The 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 forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10) nor produced in whole or in part by the labor of any child under the age of 12 (P.A. 94-0264).

Environmental Certification: The 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 Environmental Protection Act 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.

Out of State Preferences

If you are an out-of-state Proposer, (not having an establishment for transacting business within Illinois), and if your state has a preference law favoring in-state Proposer, what is the percentage preference?

_____ %

SIGNATURE/CERTIFICATION

By signing this proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions, specifications and certifications shown herein. Any exceptions to terms, conditions, specifications and certifications must be clearly identified in a cover letter referencing the pertinent section from this request for proposal.

Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number: _____

Signature

Date

Typed name and title of individual signing proposal

When submitting your response, please use the mailing label below—be sure to enter the Bid or RFP number. This will direct your response to the correct address and alert Purchasing Division staff to provide special handling.

☐ Please check if you
are submitting a no bid.

Bid/RFP #1MKG201

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN
PURCHASING DIVISION
TECH PLAZA, SUITE 212
616 EAST GREEN STREET
CHAMPAIGN, IL 61820-5752

