

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

Office of Business and Financial Services
Purchasing Division

Request for Proposal

No. KTP015

ADVERTISING FOR BRAND MARKETING CAMPAIGN

PRE-PROPOSAL CONFERENCE DATE: December 15, 2009

PRE-PROPOSAL CONFERENCE TIME: 9:30 A.M. CST

PROPOSAL DUE DATE: January 13, 2009

PROPOSAL DUE TIME: 3:00 P.M. CST

Details for Pre-Proposal Conference in Section 6.3

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

Kimberly Piper
Contract Coordinator
University of Illinois at Chicago
Purchasing Division,
Chicago, Illinois 60612-7203
Ph: (312)-996-1856, Fax: (312)-996-3135
Email: kpiper@uic.edu

Send or deliver Proposal to:

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

NUMBER OF COPIES: Submit one (1) original copy and five (5) copies.

OFFER FIRM TIME: Two Hundred Seventy (270) Days

Notes:

- 1. Proposers shall adhere to the instructions and submittal requirements contained herein. Failure to comply with any or all requirements may result in the rejection of proposal.*
- 2. Late proposals may not be considered and may be returned unopened.*
- 3. Proposer must complete the enclosed **Appendix V Proposer's Disclosure of Financial Interest**. Proposer must also include a copy of their **Illinois Board of Elections certificate per Appendix VII, #19**.*
- 4. Failure to complete and return this form and certificate with Proposer's response may result in its being considered non-responsive to this solicitation.*

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1. INTRODUCTION

1.1 Overview /Objectives

This Request for Proposal is to retain the services of a Brand Marketing Consultant/Agency to reshape consumer perceptions about the overall University of Illinois at Chicago (UIC) experience. It is anticipated that a contract will be awarded for an initial three year term beginning in 2010, with the option to renew for two (2) additional one (1) year periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds. It is the intention of University to establish a single contract with the successful vendor who will provide design, brand advertising, and associated services for the University of Illinois at Chicago.

1.2 University Background

The University of Illinois is the state's foremost comprehensive public university. The three distinct campuses in Chicago, Springfield and Urbana-Champaign serve the people of Illinois through a shared commitment to our missions of excellence in teaching, research, public service and economic development.

The University of Illinois at Chicago (UIC) is a major research university located in the heart of one of the world's great cities. UIC provides a first-rate education for its students and is committed to creating and disseminating new knowledge as a university of growing national and international stature. The largest university in the Chicago area, UIC has 25,000 students, 12,000 faculty and staff, 15 colleges, including the nation's largest medical school, and annual research expenditures exceeding \$332 million.

Our campuses attract the nation's most talented students with hundreds of undergraduate, graduate, and professional programs, many of them ranked among the best in the United States. We are also the state's largest educator.

1.3 UIC CAMPUS MISPERCEPTIONS BACKGROUND

UIC is the largest university in Chicago. Built in 1965, by any standards it's been very successful—among the nation's top 50 schools in research, twice as many Fulbright scholars in the last five years than our two closest competitors combined, 13,000 applicants for 3,000 freshmen positions, and a record-breaking 26,000 student enrollment in 2009. This has been accomplished largely without advertising or even a chief marketing officer.

A lack of advertising has produced unintended consequences..

Without advertising there is limited opportunity to show University growth, report on the steady increase in student and faculty quality or detail the accomplishments of University graduates. There is little opportunity to correct misperceptions.

In many ways, public perceptions of the University remain what they were in the 1960's and now they have become a series of misperceptions that require correction:

- The University is seen as a commuter campus, although half the freshmen class lives on campus.
- The University is considered an easy school to gain admittance, although it has four times the applicants as available positions.

- Most area residents do not know that the University has the largest medical school in the nation, or that several of UIC's health science colleges are ranked in the top 10 nationally.
- Some equate lower state tuition with lower education standards. Competitors with heavy ad budgets are often viewed incorrectly as better schools.
- In many ways, UIC has let the public define its brand.

The University pays the price for these misperceptions each day:

- Top student and faculty prospects often go to lesser schools.
- Legislative requests aren't always a priority.
- Employers don't fully appreciate UIC applicants.
- We probably receive fewer gifts and donations.
- Students don't show a high degree of school spirit.
- We lose opportunities daily because we aren't at the top of mind.

The UIC Office of Marketing and Communications has begun the process of implementing a brand marketing campaign first through research then by introducing the following initiatives:

- **Internal pride-building campaign:** Targeted to UIC's internal audience (students, faculty and staff), this initiative generated awareness of UIC's quality education and prepared the campus to become external brand ambassadors. The campaign runs twice annually.
- **21 Reasons brochure:** A vibrant, high-quality brochure uses 21 surprising facts about UIC to break brand misperceptions.
- **Impact magazine:** An oversized 24-page magazine showcases the new UIC and illustrates the world-class education and resources of the city afforded to UIC students. The publication is intended to change university perceptions among civic and business leaders, employers, legislators, and donors.
- **Tagline:** The University's tagline was developed to help focus campus communications around two differentiating attributes *"World-class education. World-class city."*
- **New Web site:** Currently under development, the new Web site will illustrate UIC's tagline and break common misperceptions by conveying a dynamic, vibrant campus, first-rate faculty, outstanding research and career preparation. A much-needed resource for recruitment of students and faculty, it will generate donations and build pride among University alumni.

2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The specifications outlined in this section and the Proposer's response to it will be incorporated into the final Contract. Proposers should provide a proposal based on the following technical specifications and minimum requirements:

2.1 Specifications:

In keeping with the continued promotion of the developing new brand image for the University of Illinois at Chicago (UIC) campus, it is UIC's Office of Marketing and Communications intention to further advance branding efforts through TV, radio and print advertising. Through these efforts, UIC will be recognized by both internal and external audiences as an institution of higher learning

which offers superior yet affordable education. The campaign will also dispel common misperceptions associated with the university as described above in section 1.3.

Target audiences include prospective students, the general public, alumni, donors, and civic leaders. These audiences are categorized by the following groups: teens ages 16 – 18; adults ages 18 – 34; and adults ages 35 to 54.

1. Consulting Services

- Advise in refining the UIC brand through TV, radio and digital vehicles
- Provide insight, leadership and application of retail branding strategies
- Review and analyze existing data and research studies.
- Provide recommendations for appropriate media outlets for media purchases and distribution.

2. Design Services

- Develop creatives, or mock-ups, for TV, radio print, online and billboard advertisements
- Design creative, or mock-ups, for smaller individual projects within the advertising campaign.
- Designs must be consistent with the UIC identity and logo policies and Web privacy as stated at http://www.vpaa.uillinois.edu/policies/web_privacy.cfm.

3. Advertising

- Creative development
- Photography
- Copywriting
- Creative Production for radio, television, print and online ads to include:
 - Two (2) 0:30 second television advertising spots
 - Five (5) 0:60 second radio advertising spots
 - Two (2) Outdoor billboard ads
 - Two (2) Online banners (468 X 60 pixels)
 - Print ad: full page in Near West Gazette (8.75 X 12.5)

Proposers are required to submit a Pricing Proposal per the following milestones to complete the requested tasks listed above:

- 1. Consulting** (Research Analysis and Media Buy Recommendations)
- 2. Creative Design**
- 3. Advertising Production**

The University intends to make a media buy (including all ad spots, billboard and online space) separately. These costs should not be included in your pricing proposal.

The Proposer is requested to provide detailed information about how they will provide these services for the University within a defined Program Plan.

2.2 Sub-Contracting

The proposer may be comprised of a team of firms, so as to provide the necessary expertise throughout the project. The proposer is required to include the names of all sub-contractors and major material suppliers to be used. The successful Respondent will not employ any sub-contractors that the Director of Purchasing may object to as incompetent or unfit. The University reserves the right to accept or reject any sub-contractor, if in the University's sole opinion, replacement or rejection of the firm is in the best interest of the University. Sub-contractors must be approved by the University prior to contract award and/or before use as part of this contract.

2.3 Key Personnel

The proposer must identify the key personnel that will be committed to the project. The University reserves the right to reject any key personnel proposed if it is determined in the University's best interest. All key personnel must be committed to the project at the appropriate time level. Key personnel must not be replaced without the approval of the University. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

3. EVALUATION AND SELECTION PROCESS

3.1 Responsiveness Review

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

3.2 Acceptance of Proposals

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

3.3 Evaluation Process

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

This evaluation process may result in a shortlist of proposals. The evaluation committee, at its option, may request that all or shortlisted proposers make a presentation, product demonstration, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternate approaches.

3.4 Proposer Presentations

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 University, it is anticipated that such presentation will not exceed two (2) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

3.5 Right to Inspect

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

3.6 Best and Final Offer

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

If University chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

3.7 Selection Process

Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to University officials. The University reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the University. Selected proposal will be submitted for approval by the appropriate University officials. The University of Illinois intends to select a proposal that best meets the needs of the University and provides the overall best value. Upon approval of the selected Proposer, a contract will be executed by the appropriate University officials.

4. CRITERIA

The following criteria grouped by relative order of importance, will be used in the evaluation of proposals.

Higher importance:

- 1) Quality of the Program Plan to meet the requested services detailed in the RFP, and the proposer's ability to provide TV advertising and brand marketing consulting as well as understand the engagement and the university environment.
- 2) Qualifications of the Proposer to perform the requested service and fulfill any reporting requirements as reflected by:
 - Demonstrated experience with retail and other large scope advertising and branding campaigns
 - Demonstrated experience with TV, radio and print ads and strategies that highlight retail branding experience
 - Demonstrated ability to understand the University's specific needs and goals
- 3) Qualifications of key personnel proposed as evidenced by:
 - Specialized experience in TV and radio commercial production, and brand marketing for higher education institutions or name- brand consumer marketing
 - Technical training and education
 - Resumes
- 4) Proposer's portfolio, including three (3) samples of advertising concepts and three (3) samples of brand marketing campaigns for previous clients with similar goals, using TV, radio and print mediums.
- 5) Demonstrated success in performing similar services for similar sized and type of universities or public organizations as evidenced by favorable recommendations from referenced clients where similar or like services are being or have been performed.

- 6) Overall cost to the University

Lesser importance:

- 7) Adequacy of financial resources
- 8) Exceptions to the University's terms and conditions

5. SUBMISSION OF PROPOSAL

5.1 Instructions for Submission

1. **Number of Copies.** Please submit one original and five (5) copies no later than the time and date indicated in this RFP. The original should be clearly marked "original".
2. **Time for submission.** Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals may not be considered and may be returned unopened.
3. **Format.** Proposal should be left-bound with information on one side only. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
4. **Complete submission.** Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non responsive proposals will not be considered.
5. **Packaging and Labeling.** The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.
6. **Timely delivery of Proposals.** The Proposal, including the Technical Proposal, the Pricing Proposal and signed Contract, must be either delivered by hand or sent to the University of Illinois at Chicago (UIC) Purchasing Division through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the UIC Purchasing Division and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building and office and not to the University Postal Delivery System or Central Receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
7. **Late Proposals.** The proposer remains responsible for ensuring 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.

5.2 Submission Requirements

1. **Cover letter.** The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.
2. **Executive Summary.** The executive summary should include a brief overview of the services proposed, the overall strategy for implementation, and the key personnel who will be responsible for seeing the project through completion. The executive summary shall also

include the timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan. Attach a proposed organization chart for the project.

3. **Proposed Plan of Action/Program Plan.** Provide a detailed proposed plan of action indicating how all milestones and requirements will be met.

Schedule: In addition, the proposed plan of action shall include a detailed implementation schedule, including any critical path actions that may cause delay if the schedule is not met.

4. **Qualifications of the Proposer.** Include a brief description of the organization's track record including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of references where similar services were provided. Include the name of the contact person, the title of the contact person, the name of the organization, the dollar value of the project, the contact person's address, telephone number and email address. Please provide at least three (3) references. Complete Appendix II.
5. **Key Personnel.** Provide a chronological resume for each of the key personnel proposed. Each key personnel shall have three references. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects. Please complete Attachment V.
6. **Financial Stability.** Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes.
7. **Exceptions to Standard Contract.** Submit any exceptions to the standard contract and include the rationale for taking the exception. If you are proposing alternate language, please include the language for consideration. Also, attach license and maintenance agreement(s), as appropriate.
8. **Legal Actions.** Provide a list of any pending litigation and include a brief description of the reason for legal action.
9. **Conflict of Interest.** Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

10. Forms and Certifications.

- a. Execute and submit the Disclosure of Financial Interest. The Proposer must complete and return the enclosed "PROPOSER'S DISCLOSURE OF FINANCIAL INTERESTS" form along with their offer. In the event that further clarification is required on any of the information provided, the University reserves the right to make any necessary communication with a Proposer for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted. Submit Appendix VII.
- b. Register and submit proof of the Board of Elections registration. All proposers are required to submit proof of Board of Elections registration. **Failure to do so will result in the proposer being deemed non-responsive.** Submit Appendix VI.
- c. Submit the IDHR number. All Proposals require this number or a statement by the proposer that a PC-1 Employer Report Form has been submitted to the IDHR prior to the proposal due date for the proposer to be eligible to propose an offer for this contract. Contact the Illinois Department of Human Rights, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312) 814-2431. Web Site: <http://www.state.il.us/dhr/index.htm>. Submit Appendix VII.

11. **Contract.** Submit two (2) originals of the completed and signed Contract. See Appendix VIII.

- a. Each Contract submitted must bear an original signature and date.
- b. Complete the Articles pertaining to Contractor name and address, notification information, and taxpayer identification number.
- c. Clearly identify any exceptions to the terms and conditions of the Contract(s) by referencing the pertinent Article in a letter submitted with the signed Contracts. Provide rational objections to the Article. Such exceptions will be considered when evaluating the Proposer's response to this RFP.

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

5.3 Other:

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

6. INSTRUCTIONS TO PROPOSERS

6.1 Instructions

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

6.2 Availability of Documents

All State universities in Illinois publish their competitive bid, RFP, and other procurement notices, as well as award information, at: <http://www.procure.stateuniv.state.il.us>. Interested suppliers should note that, unless otherwise stated in the bid or RFP documents, there is no charge or fee to obtain a copy of or respond to documents posted for competitive solicitation. Suppliers intending to respond to any posted solicitation are encouraged to visit the web site above to insure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any amendments to them, available to suppliers after they have completed a simple registration process. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

Any suppliers receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. The issuing University is not responsible for insuring that all or any procurement documentation is received by a supplier that is not appropriately registered with the issuing University.

6.3 Pre-proposal Conference

The University will hold a pre-proposal conference at 900 S. Ashland Ave. in the MBRB Auditorium, Chicago, IL at 9:30 AM on Tuesday, December 15, 2009. Representatives of the University will be present to answer any questions regarding the services requested or proposal procedures. Prospective Proposers must respond to Kimberly Piper at (312) 996-1856 or email

at piper02@uic.edu on or before December 14, 2009 with firm name and number of attendees. A maximum of three (3) representatives from each firm may attend.

6.4 Access to the Pre-Proposal Conference

If special accommodations are required for Proposer to attend the Pre-Proposal Conference or the proposal opening, contact Kimberly Piper at (312-996-1856) or email piper02@uic.edu no later than three (3) days before the event.

6.5 Clarifications

Questions regarding this RFP are due in writing to Kimberly Piper (contact information on cover page) no later than 12:00 PM, CST, December 17, 2009.

6.6 Delivery of Proposal Package

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

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

6.7 Uniformity

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

6.8 Proposal Material

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

6.9 Addenda

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should notify the Purchasing Division no later than five (5) days prior to the opening and obtain clarification prior to submitting a solicitation. Such inquiries must reference the date of opening and UNIVERSITY bid or RFP number.

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

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by UNIVERSITY. If issued, University will post the addenda on the Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us/). In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

6.10 Proposal Modifications

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to 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 "Proposal Modification." 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.

6.11 Proposer's Responsibility for Services Proposed

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers 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.

6.12 Errors and Omissions

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

6.13 RFP Interpretation

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

6.14 Confidentiality and Response Cost and Ownership

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

6.15 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.

6.16 Proposer's Disclosure of Financial Interests

The Proposer must complete and return the enclosed "VENDOR'S DISCLOSURE OF FINANCIAL INTERESTS" form along with their offer. In the event that further clarification is required on any of the information provided, UNIVERSITY reserves the right to make any necessary communication with a proposer for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.

6.17 Illinois Department of Human Rights Number

All Proposals require this number or a statement by the Proposer that a PC-1 Employer Report Form has been submitted to the IDHR prior to the bid/proposal due date for the Proposer to be eligible to propose an offer for this contract. Contact the Illinois Department of Human Rights, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312) 814-2431. Web Site: <http://www.state.il.us/dhr/index.htm>.

6.18 Procurement Rules

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

6.19 "No Bid" Requirement

If not submitting an offer, respond by returning this form, marking it "NO BID", and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor name from the mailing list. NOTE: to qualify as proposer, vendor must submit a "NO BID", and it must be received no later than the stated opening date and hour.

6.20 University RFP Form

Please use our solicitation form for submitting your offer. Variations or exceptions from the specifications and general conditions should be indicated on an attachment labeled *Exceptions to Specifications*. Such exceptions or deviations may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation to facilitate this requirement. Failure to comply with this condition may cause your offer to be considered "nonresponsive."

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

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

Information about the Proposer's MAFBE status must be included in the Illinois Public Higher Education Bidder Application Form (Appendix V) as part of the submission. The Proposer, if awarded a Contract, agrees to notify the University of Illinois of changes to its status as a

minority, female or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

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

6.22 Pricing

All price and cost information requested in this solicitation should be provided by the proposer. While price is a factor in the evaluation of responses received, the relevant importance of price may vary based on the nature of the purchase and the related significance of other criteria as may be expressed elsewhere in this solicitation. In evaluating price, University may give consideration to all cost factors relevant to determine the total final cost to University, including but not limited to: administrative cost of issuing multiple awards. University will be the sole determinant of the relevant and appropriate cost factors to be used in evaluating any Base or Alternate offers and/or Options.

6.23 Period of Firm Proposal

Prices for the proposed service must be kept firm for at least two hundred seventy (270) days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer, unless otherwise specified in this RFP

6.24 Awards

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

6.25 University Rights

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

APPENDIX I - PRICING PROPOSAL (FORM 1)

1. METHOD AND RATE OF PAYMENT

This Appendix I and Proposer's response to it will be incorporated into the final Contract. University makes no guarantee that the services identified in this RFP will be required as of the dates or in the manner indicated nor is University obligated to purchase the full services proposed by the vendor nor to enter into a "sole provider" agreement with any one respondent.

The Proposer's cost should be responsive to the milestones contained in this section. However, in the event that additional services are required to achieve the necessary results, these additional needs should be cited and priced. Further, each respondent should identify the costs associated with services or items that are not required to satisfy the stated RFP requirements but are available (from the vendor or from a third party) to extend or enhance the proposed services.

The University intends to acquire all ad spots, billboard and online space separately. These costs should not be included in your pricing proposal.

1.1 Labor Rates per Contractor Role

Solely for the purposes of evaluating the Proposal, please indicate the estimated number of hours and pricing that will be assigned for each staff member to provide the required services for each milestone under this Request for Proposal in the tables below. The total number of estimated hours for consulting and technical services for this project is **750**.

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

MILESTONE 1: CONSULTING					
Description	Estimated No. of Hours Assigned	Payroll Hourly Rate	Extended Rate (No. of Hours x Payroll Rate)	Billable Hourly Rate	Extended Rate (No. of Hours x Billable Rate)
Position/Title	_____	\$_____	\$_____	\$_____	\$_____
Position/Title	_____	\$_____	\$_____	\$_____	\$_____
Position/Title	_____	\$_____	\$_____	\$_____	\$_____
Position/Title	_____	\$_____	\$_____	\$_____	\$_____
Total Estimated Billable Cost for Consulting					\$_____

MILESTONE 2: CREATIVE DESIGN					
Description	Estimated No. of Hours Assigned	Payroll Hourly Rate	Extended Rate (No. of Hours x Payroll Rate)	Billable Hourly Rate	Extended Rate (No. of Hours x Billable Rate)
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Billable Cost for Creative Design					\$ _____

MILESTONE 3: ADVERTISING PRODUCTION					
Description	Estimated No. of Hours Assigned	Payroll Hourly Rate	Extended Rate (No. of Hours x Payroll Rate)	Billable Hourly Rate	Extended Rate (No. of Hours x Billable Rate)
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Billable Cost for Advertising Production					\$ _____

1.2 Total Price (FORM 1)

a. Add the total estimated Billable costs for which the Contractor will furnish all services as identified in this RFP for the initial contract period indicated in the tables above, 1.1 Labor Rates Per Contractor Role, and enter the result here. This is the estimated maximum amount of the Contract that may result from this RFP.	\$ _____
--	-----------------

APPENDIX II - PRICING PROPOSAL (FORM 2)

If your company will require more or less than 750 hours to complete the requested services, please provide the actual number of hours on this pricing form and provide a detailed explanation giving examples why your company feels it will need a different number of hours to complete the project.

1. METHOD AND RATE OF PAYMENT

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

1.1.1 Hourly Rates per Contractor Role

On the indicated lines, please specify the estimated number of hours and pricing that will be assigned for each staff member to provide the required services. Provide your Payroll Rate and Billable Rate for each category. The Payroll Rate is defined as the actual hourly rate your company pays each employee or contractor. The Billable Rate is the rate your company charges the University for services.

MILESTONE 1: CONSULTING					
Description	Estimated No. of Hours Assigned	Payroll Hourly Rate	Extended Rate (No. of Hours x Payroll Rate)	Billable Hourly Rate	Extended Rate (No. of Hours x Billable Rate)
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Billable Cost for Consulting					\$ _____

MILESTONE 2: CREATIVE DESIGN					
Description	Estimated No. of Hours Assigned	Payroll Hourly Rate	Extended Rate (No. of Hours x Payroll Rate)	Billable Hourly Rate	Extended Rate (No. of Hours x Billable Rate)
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Billable Cost for Creative Design					\$ _____

MILESTONE 3: ADVERTISING PRODUCTION					
Description	Estimated No. of Hours Assigned	Payroll Hourly Rate	Extended Rate (No. of Hours x Payroll Rate)	Billable Hourly Rate	Extended Rate (No. of Hours x Billable Rate)
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Position/Title	_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Billable Cost for Advertising Production					\$ _____

The University makes no guarantee that the services identified in this RFP will be required as of the dates or in the quantities indicated.

1.2 Total Price (Form 2)

a. Add the total estimated Billable costs for which the Contractor will furnish all services as identified in this RFP for the initial contract period indicated in the tables above, 1.1 Labor Rates Per Contractor Role, and enter the result here. This is the estimated maximum amount of the Contract that may result from this RFP.	\$ _____
--	-----------------

Failure to Provide Pricing for Option Periods:

If you fail to provide pricing information for the requested option periods specified, any contract awarded to your firm will be limited to the initial term and cannot include any renewal options.

Conditions Under Which Options May be Renewed:

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

1.2 Travel Expenses

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

2. Renewal Options

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

	Do you offer a renewal option?	If renewal option is offered, will prices remain firm for the option period?	If prices will not remain firm for the option periods, indicate the maximum percent increase or decrease.
Renewal Period Year One (1)	☐ yes ☐ no	☐ yes ☐ no	+ _____% or - _____%
Renewal Period Year Two (2)	☐ yes ☐ no	☐ yes ☐ no	+ _____% or - _____%

3. Signature

By signing this Proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP, signifies that this is an accurate estimate for providing the requested services, and agrees to hold the prices firm as required in the RFP. The Proposer signifies travel costs, if allowed in this RFP, are an accurate estimate. The person signing below represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number: _____

E-mail address: _____

Signature: _____

Name: _____

Typed or printed name of individual signing Proposal

Date: _____

APPENDIX III - REFERENCES

Provide references from established Universities, Government agencies and Companies (four preferred), other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this RFP.

(1) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) University/Government Agency/Company (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

APPENDIX IV- LEVEL OF COMMITMENT OF KEY PERSONNEL

COMMITMENT TO THIS PROJECT			OTHER PROJECTS		
NAME OF KEY PERSONNEL	ROLE	LEVEL OF COMMITMENT	NAME OF THE PROJECT	LEVEL OF COMMITMENT	EXPECTED COMPLETION DATE

APPENDIX V– PROPOSER’S DISCLOSURE OF FINANCIAL INTERESTS

(Disclosure Form A)

Public Act 90-572 (Section 50-35 a-b) 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 below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below. A privately held entity with more than 400 shareholders may satisfy the disclosure requirements of both Sections by (1) submitting the information that would be included in a 10K disclosure and (2) listing the names of all persons or entities holding an ownership interest in excess of 5%.

Section 1 Disclosure of Financial Interest in the Vendor

- a. If any individuals have one of the following financial interest in the vendor (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5% ☐
 Ownership value exceeding \$90,414.60 ☐
 Distributive Income Share exceeding 5% ☐
 Distributive Income Share exceeding \$90,414.60 ☐
 No individuals have any of the above financial interests ☐
 (If none, go to Disclosure Form B)

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share:

sole proprietorship ☐ stock ☐ partnership ☐
 other (explain) _____

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the vendor (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$90,414.60 or less, check here ☐.

If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$90,414.60, show either:

the percent of ownership _____%,

or

the value of the ownership interest \$_____.

Section 2 Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

- | | | |
|---|--------------|-------------|
| 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
_____ |

DISCLOSURES - OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

(Disclosure Form B)

Public Act 90-572 (Section 50-35 h) requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal, or offer.

- a) Vendor shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" _____ or "No" _____
 - b) If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).
 - c) Vendor shall identify whether it has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" ____ or "No" ____.
- If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure for Form A and B are submitted on behalf of

(Name of Vendor)

Official authorized to sign on behalf of vendor:

Name (Printed)_____ Title_____

Signature_____ Date_____

"NOTE: PROPOSER MUST COMPLETE THE ABOVE "VENDOR'S DISCLOSURE OF FINANCIAL INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

Appendix VI – Bidder’s Application Form

Bidder Application Form

Illinois Public Higher Education (IPHE)

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

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

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

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

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

1. Legal name/address to which solicitations are to be mailed:	2. Address to which purchase orders are to be mailed, if different:
3. Address to which payment is to be mailed, if different:	4. Contact person: Phone number: 800 number: FAX number: E-mail:

5. If a division of a corporation, show name and address of parent company: State of incorporation _____	6. Years in business U.S. owned business: ☐ Yes ☐ No
---	---

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

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

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

☐ FEIN _____ ☐ SSN _____

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

IDHR Contractor Registration Number _____ ☐ Exempt

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

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

☐ Yes ☐ No If no, please explain

11. Net worth of business: _____	12. Bank reference - name and address: _____
13. Total sales and receipts (include amounts for all affiliated businesses) for most recent fiscal year: _____	

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

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

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

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

Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$7,500,000. Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify

under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

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

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

Manufacturing business – cannot employ more than 250 persons

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

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

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

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

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

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

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

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

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

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

Name and Address	Percent Owned	Voting Percentage

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors

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

1.)

2.)

3.)

4.)

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

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

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

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

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

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

Accounting ☐ Accountant ☐ Auditor ☐ Billing Services ☐ Collection Services Artistic ☐ Artist ☐ Entertainer ☐ Musician ☐ Sculptor Clinical Psychology ☐ Psychotherapist ☐ Psychiatrist Data Processing ☐ Consultant ☐ Network Design ☐ Programmer ☐ Systems Analyst	Dentistry ☐ Dentist ☐ Orthodontist ☐ Periodontist Environmental/Land ☐ Cartographer ☐ Environmental Analyst ☐ Environmental Engineer ☐ Geologist ☐ Hydrologist ☐ Land Appraiser ☐ Land Use Planner ☐ Meteorologist ☐ Naturalist Law ☐ Administrative Law Judge ☐ Arbitrator ☐ Attorney ☐ Court Reporting ☐ Hearing Officer ☐ Law Clerk ☐ Legal Services	Management/ Administrative Services ☐ Actuary ☐ Banking Services ☐ Consultant ☐ Economist ☐ Executive Search Services ☐ Investment Services ☐ Training and Development Marketing And Media Services ☐ Audio and Video Production ☐ Commercial Photographer ☐ Editor ☐ Graphic Designer ☐ Media Consultant ☐ Public Relations	Medicine ☐ Audiologist ☐ Chiropractor ☐ Dietician ☐ Medical Transcriber ☐ Nurse ☐ Occupational Therapist ☐ Optometrist ☐ Orthopedist ☐ Pathologist ☐ Pharmacist ☐ Physical Therapist ☐ Physician ☐ Podiatrist ☐ Radiologist ☐ Surgeon ☐ Temporary Medical Staffing ☐ Veterinarian Science/Research ☐ Archaeologist ☐ Biologist ☐ Botanist ☐ Chemist ☐ Educator ☐ Entomologist ☐ Historian ☐ Other
---	--	---	--

18. Licenses and/or professional registration – List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you may be required to provide a copy of such license/registration to the university before an award can be made or work begun.

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

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

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

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

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

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

☐ Yes ☐ No

If yes, please explain:

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

☐ Yes ☐ No

If yes, please provide details:

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

☐ Yes ☐ No

If yes, please provide details:

24. I understand that:

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

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

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

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

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

Under penalty of perjury, I swear or affirm that:

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

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

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

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

Signature _____

Name (type or print) _____

Date _____

Title _____

APPENDIX VII - REQUIRED CERTIFICATIONS AND PREFERENCES

Proposers must fill out this form completely and return with their proposal. All proposals must be complete as to the information requested in this section in order to be considered responsive.

1. **State Preference Percentage:** If Proposer is an out-of-state vendor (not having an establishment for transacting business within Illinois), and if Proposer's state has a preference law favoring in-state vendors, what is the percentage preference? _____%
2. **Recycling:** Packaging which is readily recyclable, made with recyclable materials, and designed to minimize potential adverse effects on the environment when disposed of by incineration or in a landfill is desired to the extent possible. Product(s) offered which contain recycled materials may be acceptable provided they meet all pertinent specifications and performance criteria outlined in this proposal. If the product(s) offered are manufactured utilizing recycled materials, identify the percentage composition and nature of the recycled content within: _____%
3. **Illinois Department of Human Rights (DHR) Public Contracts Number:** If Proposer has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Proposer must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If UNIVERSITY cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

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

DHR Public Contracts Number: _____

Date of Expiration: _____

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contract by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210 (a)).

Numbers issues by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valued. This affects numbers below 89999-00-0. Valid numbers begin with 9000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

Proposers may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the Internet at:
http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601

4. **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

- 5. **Payment Terms:** Payment(s) in relation to any award for this proposal are subject to the State Prompt Payment Act (30 ILCS 540). Prompt payment discounts, of less than 30 days, will not be considered for evaluation purposes, however, applicable discount(s) will be taken if processed within the stated time limit.
- 6. **Anti-bribery:** 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)).
- 7. **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).
- 8. **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.
- 9. **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.

10. **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 582/1).
11. **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 3 85/3).
12. **Records Retention:** (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 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 contractor 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.
13. **Non-Discrimination, Certification, and Equal Employment Opportunity:** The contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section n 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein.

The contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The contractor agrees to incorporate this clause into any approved subcontracts under this Contract.

14. **Alteration/Modification of Original Documents:** The contractor certifies that no alterations or modifications may be made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered response. Contractor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.
15. **Contract Debt Certification:** The proposer certifies that it, or any affiliate, is not barred from being awarded a contract under Section 30 ILCS 500/50-11 (b) of the Illinois Procurement Code, as amended. 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. The proposer further certifies that the University may declare any resulting award of this Bid/Request for Proposal (RFP) void if the certification completed pursuant to this subsection (b) is false. 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 proposer 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.
16. **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.

17. **Labor Certification:** The 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.
18. As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa> as of the date of that this proposal/bid is due or contract is executed
19. **State Board of elections Certification Required by Public Act 95-971**

STATE OF ILLINOIS REQUIREMENT FOR ALL BIDDERS

Please Read Carefully Before Responding.

Compliance with Public Act 095-0971 (Registration with State Board of Elections)

If you have not already reviewed Public Act 095-0971, which went into effect on January 1, 2009, we strongly recommend that you do so immediately. The Act is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971>.

The Act was amended by P.A. 095-1038 effective March 11, 2009, and the amendment is available at: <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-1038>.

If you wish to submit a bid or proposal in response to this solicitation you must certify your compliance with the registration requirements of the Act by checking the appropriate box on the form below. Furthermore, if you are required to register with the State Board of Elections, you must also provide a copy of your certificate of registration with your bid or proposal.

If you do not certify your compliance with the Act and provide a copy of the registration certificate issued to you by the State Board of Elections if you are required to register, your bid or proposal cannot be accepted by the University. You must be registered with the Board of Elections prior to bid opening. THERE IS NO GRACE PERIOD ALLOWING FOR REGISTRATION WITH THE BOARD OF ELECTIONS AFTER BID OPENING.

Vendor Certification of Compliance with Public Act 095-0971 **(Registration with State Board of Elections)**

Please read all of the following explanatory notes before completing the certification:

- If you are a for-profit vendor submitting a bid or proposal exceeding \$50,000, you must check Box #2, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.

- If you are a for-profit vendor submitting a bid or proposal for less than \$50,000 but the annual total value of all of your contracts and offers with all State agencies (including all current State contracts, the bid or proposal you are submitting, any other pending offers, and offers you previously submitted this year where you were not awarded a contract) exceeds \$50,000, you must check Box #2, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.
- If you are a for-profit vendor submitting a bid or proposal for less than \$50,000, and the annual total value of all of your contracts and offers with all State agencies is also less than \$50,000, you may check Box #1 indicating that you are not required to register.
- If you are a not-for-profit organization or governmental entity, you may check Box #1 indicating that you are not required to register regardless of the amount of your bid or proposal or the annual total value of all of your contracts and offers with all State agencies.
- There are no exceptions to the registration requirements for out-of-state or non-U.S. vendors.

Certify your compliance with the Act by checking the appropriate box. If you fail to check any box, the University cannot accept your bid or proposal.

1. ☐ **The bidder/proposer certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160).** Further, the bidder/proposer acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(or)

2. ☐ **The bidder/proposer certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160).** Further, the bidder/proposer acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

If you need to register with the State Board of Elections, please visit its website for specific information on the registration process: <https://BEREP.elections.il.gov>.

ATTACH BOARD OF ELECTIONS REGISTRATION CERTIFICATE TO THIS PAGE.

If you are not required to register, check here ☐

Proposer signature

By signing this proposal, the proposer signifies agreement with and acceptance of all the terms, conditions, and specifications shown in this RFP signifies that this is an accurate price for providing the requested services, and agrees to hold the prices firm as required in the RFP. The person signing below represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below:

Company name _____

Address _____

Telephone number _____

Signature _____

Date _____

APPENDIX VIII

CONTRACT

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

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

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

ARTICLE 1. INTRODUCTION

This Contract is made and entered into between The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois whose principal address is at Urbana, Illinois, on behalf of the Office of Marketing and Communications, 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. SCOPE OF SERVICES

Contractor shall provide the services set forth herein.

2.01 Services to Be Performed

Services to be performed incorporate Appendix I of Request for Proposal (RFP) KTP015, the Contractor's reponse to RFP KTP015, and any applicable addenda.

2.02 Reports and Other Deliverables

Reports and other deliverables incorporate Appendix I of Request for Proposal (RFP) KTP015, the Contractor's reponse to RFP KTP015, and any applicable addenda.

ARTICLE 3. EFFECTIVE DATE AND DURATION OF CONTRACT

3.01 Term of Contract

The term of this Contract shall be for an initial three (3) years from _____ through _____, or from the date of execution of this Contract, if later, unless terminated as provided herein or extended by amendment.

3.02 Renewal Options

This Contract is renewable at the option of University under the same terms and conditions for two (2) additional one (1) year periods.

ARTICLE 4. TERMINATION

4.01 Termination for Convenience

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

4.02 Termination for Cause

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

the opinion of University, is not in its best interest or any failure to comply with the terms of the Contract.

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

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

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

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

ARTICLE 5. NOTIFICATION

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

Notices to University shall be sent to:

Liz Zweigle Yee
Office of Marketing and Communications
University of Illinois at Chicago
319C DH (M/C 289)
Chicago, IL. 60607

Notices to Contractor shall be sent to:

ARTICLE 6. UNIVERSITY ADMINISTRATION OF CONTRACT

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

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

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

University Contract Representative:
Kimberly T. Piper
Contract Coordinator
OBFS-Purchasing Division (M/C 560)
(312) 996-1856
Piper02@uillinois.edu

ARTICLE 7. SUBCONTRACTORS

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

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

ARTICLE 8. COMPENSATION

8.01 Rate of Compensation

Contractor shall receive compensation at the rate established in accordance to Appendix I to RFP KTP015, and Contractor's response to RFP KTP015, for the period of this contract as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. Reasonable expenses, including travel expenses, are not allowed under this contract.

8.02 Maximum Price

Maximum price for this Contract is the total compensation for the services specified in RFP KTP015, and Contractor's response to RFP KTP015.

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 rate of payment will be monthly. Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if University fails to comply with the State Prompt Payment Act (30 Illinois Compiled Statutes 540).

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

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

8.04 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 Sarah Dombrowski. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice.

8.05 Increase in Wage Rates or in Materials or Equipment Costs

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

8.06 Price Escalation

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

The cost shall be increased or decreased by no more than a percentage equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Chicago Area for wages for the month of June 2009, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

8.07 Prevailing Wage

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. INSURANCE

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

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

Additional insurance requirements for this contract are checked below:

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

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

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

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

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

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

by University. Failure to comply with insurance requirements may be regarded as a breach of contract terms.

ARTICLE 11. BONDING

Contractor is required to provide a Performance and Payment Bond or an irrevocable letter of credit in an amount equal to 0% of the maximum total cost of services stated herein. The Performance and Payment Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized representative officer or representative officers of Contractor and shall be attached thereto. Facsimile signatures of company officers and facsimile seals will not be acceptable on the Bond or on the Power of Attorney forms. The Performance and Payment Bond must be submitted within ten (10) days of notification of award.

ARTICLE 12. RIGHTS IN WORK PRODUCT

12.01 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.

12.02 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.

12.03 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.

12.04 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.

12.05 No Restrictive Markings

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

12.06 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.

12.07 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.

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

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

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

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

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

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

ARTICLE 13. CERTIFICATIONS BY CONTRACTOR

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

13.01 Delinquent Payments Certification

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.

13.02 Anti-bribery

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

13.03 Loan Default

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

13.04 Convicted of Felony

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

13.05 Barred from Contracting

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

13.06 Drug Free Workplace

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

13.07 International Boycott

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

13.08 Non-Discrimination and Equal Employment Opportunity

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

13.09 Record Retention and Audits

30 Illinois Compiled Statutes 500/20-65 requires Contractor (and any Subcontractors) to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to University under the Contract. The

Contract and all books and records related to the Contract shall be available for review and audit by University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of University for the recovery of any funds paid by University under this Contract for which adequate books and records are not available.

13.10 State-Appropriated Funds

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

13.11 Exclusions Party List Certification

Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate contract without penalty to University if Contractor becomes excluded during life of this Contract.

13.12 Labor Certification

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

13.13 Child Labor Certification

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

13.14 Felony Certification

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

13.15 Environmental Certification

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

13.16 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.

ARTICLE 14. MEDICARE ACCESS TO BOOKS AND RECORDS

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

In the event Contractor subcontracts any or all of its duties under this Contract to another party and said Subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Contractor agrees that the Subcontract shall contain a clause requiring the Subcontractor to make available upon written

request by the Secretary of Health & Human Services, the Comptroller General of the United States or any of their duly authorized representatives the Subcontract, books, documents and records of the Subcontractor that are necessary to verify the nature of the costs under Subcontract.

ARTICLE 15. ACCOUNT SETTLEMENT LEGAL ACTION

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

ARTICLE 16. TAX STATUS

16.01 University

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

ARTICLE 17. GENERAL PROVISIONS

17.01 Compliance with Laws

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

17.02 Independent Contractor

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

17.03 Covenant Against Contingent Fees

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

17.04 Delay

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

17.05 Confidentiality

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

17.06 Use of Name

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

17.07 University's Right of Inspection

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

17.08 University's Right to Have Work Executed

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

17.09 Conflict of Interest

Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and its services under this Contract; and, in the event of change in either its private interests or services under this Contract, Contractor will raise with University any questions regarding possible conflict of interest which may arise as a result of such change.

17.10 Discrepancies and Omissions

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

17.11 Parking

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

17.12 Governing Laws

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

17.13 Waiver

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

17.14 Assignment

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

17.15 Amendments

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

17.16 Entire Contract

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

APPROVAL AND EFFECTIVE DATE

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

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

Contractor

By: _____
Walter K. Knorr, Comptroller

Signed

Date: _____

Type or print name

Attest: _____
Michele M. Thompson, Secretary

Title

Date: _____

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

Approved:

B. Joseph White, President
Chief Executive Officer

Thomas R. Bearrows, University Counsel
Chief Legal Counsel

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

☐ Please check if you
are submitting a no bid.

Bid/RFP #KTP015

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