

Request for Proposal (RFP)

No. 1LJC1205

Acquisition, Processing, and Delivery of Airborne LiDAR Elevation Data

PROPOSAL ISSUED DATE: December 23, 2011

PROPOSAL DUE DATE: January 24, 2011

PROPOSAL DUE TIME: 2:00 PM Local Time

NOTE: Proposer must complete the enclosed Appendix IV, Standard Qualifications, Certifications, Representations, and Disclosures (Exhibits A, B, & C) and Appendix V, State Board of Elections Certification. Failure to complete and return these forms with Proposer's response may result in its being considered non-responsive to this solicitation.

Vendor Name: _____

Vendor Address: _____

Questions regarding all proposal procedures should be directed to:

Lisa Cunningham
OBFS, UIUC Purchasing
212 Illini Plaza
1817 S. Neil St.
Champaign, IL 61820
(217) 265-9846
cnnnghm@uillinois.edu

Send or deliver Proposal to:

University of Illinois Purchasing Division
ATTN: Bid Desk
212 Illini Plaza
1817 S. Neil St.
Champaign, IL 61820

Clearly mark 1LJC1205 on the outside of all packages.

TABLE OF CONTENTS

1.	INTRODUCTION.....	1
1.1.	Description of Proposal	1
1.2.	Overview.....	1
1.3.	Contractual Terms and Conditions	1
2.	INSTRUCTIONS TO PROPOSERS.....	1
2.1.	Proposal Package	1
2.1.1.	<i>Technical Proposal</i>	1
2.1.2.	<i>Pricing Proposal</i>	1
2.1.3.	<i>Contract</i>	2
2.2.	Delivery of Proposal Package.....	2
2.3.	Uniformity	2
2.4.	Proposal Materials	2
2.5.	Amendment.....	2
2.6.	Proposal Modification.....	2
2.7.	Period of Firm Proposal.....	3
2.8.	Proposer’s Responsibility to Read RFP	3
2.9.	Errors and Omissions.....	3
2.10.	Alteration/modification or original documents.....	3
2.11.	RFP Interpretation.....	3
2.12.	Confidentiality	3
2.13.	Use of Subcontractors	4
2.14.	Proposer’s Responsibility for Services Proposed	4
2.15.	Illinois Department of Human Rights Number.....	4
2.16.	Taxpayer Identification Number.....	4
2.17.	Illinois Information Technology Accessibility Act	4
2.18.	Illinois State Board of Elections Certification	5
2.19.	State of Illinois Business Registration	5
2.20.	PCIDSS	5
2.21.	HIPPA	6
2.22.	FERPA	6
2.23.	PIPA.....	7
3.	PROPOSAL EVALUATION PROCEDURE AND CRITERIA	7
3.1.	Acceptance of Proposals	7
3.2.	Proposer Qualifications.....	7
3.3.	Proposer Presentations	7
3.4.	Right to Inspect.....	7
3.5.	Payment Terms	7
3.6.	Evaluation of Proposals	8

4. AWARD OF CONTRACT..... 9

5. BEST AND FINAL OFFER..... 9

6. TERMINATION BASED ON FUNDING..... 9

7. TERMINATION FOR CAUSE 10

8. TERMINATION FOR CONVENIENCE..... 10

9. POST PERFORMANCE REVIEW 10

APPENDIX I.	TECHNICAL REQUIREMENTS
APPENDIX II.	PRICING PROPOSAL
APPENDIX III.	SAMPLE CONTRACT
APPENDIX IV.	TAXPAYER IDENTIFICATION CERTIFICATION, REPRESENTATIONS, AND DISCLOSURES
APPENDIX V.	STATE OF ILLINOIS BOARD OF ELECTIONS CERTIFICATION

1. INTRODUCTION

1.1. DESCRIPTION OF PROPOSAL

The Board of Trustees of the University of Illinois at Urbana-Champaign on behalf of the Illinois State Geological Survey, a division of the Prairie Research Institute (“the University”) is seeking Proposals from qualified firms (“Proposers”) to provide acquisition, processing, and delivery of airborne Light Detection and Ranging (LiDAR) elevation data for Monroe, Randolph, and St. Clair counties in Illinois. This is a requirement for a partial fulfillment of an intergovernmental agreement for the Illinois Height Modernization Program (ILHMP) funded by the Illinois Department of Transportation (IDOT) with Federal State Planning and Research funding from the Federal Highway Administration. The period of services will be from approximately February 20, 2012 through June 15, 2012.

1.2. OVERVIEW

The purpose of the project is collection of enhanced elevation data and associated information using airborne Light Detection and Ranging (LiDAR) technology to support the Illinois Height Modernization Program (ILHMP). The ILHMP initiative is coordinating the collection, archiving, and public distribution of the State’s enhanced elevation data. Delivery of the LiDAR processed data products will be to the Illinois State Geological Survey (ISGS), a division of the Prairie Research Institute at the University of Illinois at Urbana-Champaign, on or before June 15, 2012.

1.3. CONTRACTUAL TERMS AND CONDITIONS

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

2. INSTRUCTIONS TO PROPOSERS

2.1. PROPOSAL PACKAGE

To facilitate evaluation, submit the Proposal in two (2) parts as described below. The parts may be submitted in the same package **PROVIDED THE PARTS ARE CLEARLY SEPARATED AND IDENTIFIED** as outlined in Sections 2.1.1 and 2.1.2 below.

2.1.1. Technical Proposal

Submit one (1) original (clearly marked as “Original”) and four (4) **UNBOUND** copies of the Technical Proposal in a sealed package clearly marked with the RFP number and “Technical Proposal”. Please include one (1) CD or USB drive with Technical Information downloaded onto it. The following documents comprise the Technical Proposal.

1. Response to the Technical Requirements (Appendix I).
2. Any proposed changes to the sample contract (Appendix III)
3. Completed and signed Standard Qualifications, Certifications, Representations, and Disclosures (Exhibits A, B, & C) (Appendix IV).
4. Completed State of Illinois Board of Elections Certification (Appendix V).

2.1.2. Pricing Proposal

Submit one (1) original (clearly marked as “Original”) and four (4) **UNBOUND** copies of the completed and signed Pricing Proposal (Appendix II) in a separate and sealed envelope that is clearly marked with the RFP number and “Pricing Proposal.” Please include one (1) CD or USB drive with the pricing information

downloaded onto it. The response to Appendix II should include any supplemental or renewal option period pricing schedules (Appendix II, Section 2).

2.1.3. Contract

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

2.2. DELIVERY OF PROPOSAL PACKAGE

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

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

2.3. UNIFORMITY

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

2.4. PROPOSAL MATERIALS

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

2.5. AMENDMENT

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

2.6. PROPOSAL MODIFICATION

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University. Such notice must be received by the Purchasing Division prior to the time designated for opening of the Proposal. Proposer may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral

modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal opening date and time.

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

2.7. PERIOD OF FIRM PROPOSAL

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

2.8. PROPOSER’S RESPONSIBILITY TO READ RFP

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

2.9. ERRORS AND OMISSIONS

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

2.10. ALTERATION/MODIFICATION OR ORIGINAL DOCUMENTS

The contractor certifies that no alterations or modifications may be made to the original content of this 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.

2.11. RFP INTERPRETATION

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

2.12. CONFIDENTIALITY

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

2.13. USE OF SUBCONTRACTORS

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

2.14. PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

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

2.15. ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER

All respondents must register for an eligible bidder number through the Illinois Department of Human Rights (DHR) by filing an Employer Report Form (PC-1) with the DHR Public Contracts unit. All proposals require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the DHR prior to the RFP due date for the respondent to be eligible to propose an offer for this contract. The Employer Report form is available at http://www.state.il.us/dhr/Programs/DHR_PBCT.htm. Include the DHR number in Appendix IV, Taxpayer Identification and Certifications, Preferences and Signature.

Note: DHR numbers are valid for five years from the date of issuance. If a Proposer's DHR number was issued in excess of the five years, the proposer is required to renew their number with the DHR Public Contracts unit.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation

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

2.16. TAXPAYER IDENTIFICATION NUMBER

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

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

2.17. ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under

this contract must comply with the applicable requirements of the Illinois Information Technology accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

2.18. ILLINOIS STATE BOARD OF ELECTIONS CERTIFICATION

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

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

Note: Vendors who registered with the State Board of Elections by mail or e-mail prior to August 1, 2009 must re-register online at <https://BEREP.elections.il.gov>.

2.19. STATE OF ILLINOIS BUSINESS REGISTRATION

Companies are required to register with the State of Illinois, including the Illinois Secretary of State and Illinois Department of Revenue, to comply with various required reporting obligations. It is critical that you complete this registration prior to submitting your proposal. Information regarding registration and associated fees may be found at <http://business.illinois.gov/default.cfm>.

2.20. PCIDSS

Provisions For Cardholder Data. The provisions set forth in this Section apply to a Service Provider that either itself, or through a processor or other agent, stores, processes, handles or transmits cardholder data in any manner. For purposes of this Section, the term “cardholder data” refers to the number assigned by the card issuer that identifies the cardholder’s account or other cardholder personal information.

A. Service Provider shall at all times comply with the Payment Card Industry Data Security Standard (“PCIDSS”) requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the “PCIDSS Requirements”). A copy of current PCIDSS Requirements documentation is available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

B. Service Provider acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law.

C. In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored at or for Service Provider, Service Provider shall immediately notify Merchant Card Services at the University of Illinois, in the manner required in the PCIDSS Requirements, and provide the acquiring financial institution and their respective designees access to Service Provider’s facilities and all pertinent records to conduct a review of Service Provider’s compliance with the PCIDSS Requirements. Service Provider shall fully cooperate with any reviews of their facilities and records provided for in this paragraph.

D. Service Provider shall maintain appropriate business continuity procedures and systems to ensure security of cardholder data in the event of a disruption, disaster or failure of Service Provider's primary data systems.

E. Service Provider and its successors and assigns shall comply with the PCIDSS Requirements after termination of this Agreement.

2.21. HIPAA

Both parties are responsible for complying with the *Health Insurance Portability and Accountability Act* (HIPAA) regulations concerning privacy of protected health data relating to the performance of this Agreement. Protected health data means data that contains individually identifiable health information that is protected under HIPAA, federal and state privacy laws and stored in a protected format. This includes any information that relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual.

Both parties shall:

- a. Ensure that the protected health data in its possession or control or in the possession or control of its employees, subcontractors or agents will be treated as confidential in accordance with applicable law (including but not limited to HIPAA);
- b. Use or disclose any protected health information only in accordance with this Agreement, as required for proper management and administration or to carry out its legal responsibilities and in accordance with applicable law (including but not limited to HIPAA). Both parties shall promptly notify the other party in writing if there is any use or disclosure of the protected health data outside the purpose of this Agreement;
- c. Maintain adequate safeguards to prevent improper use of disclosures of the protected health data;
- d. Ensure that any subcontractor or agent to whom either party may disclose the protected health data is bound by the confidentiality terms and conditions of this Agreement;
- e. Make available to University and the U.S. Department of Health and Human Services its policies and procedures, books and records relating to its use of protected health data.
- f. Use its best efforts to maintain the integrity and confidentiality of electronically transmitted information;
- g. Incorporate amendments and corrections to the protected health data when requested by the other party;
- h. Provide access and copies of all records as required by law and upon the request of the other party or a patient;
- i. Comply with all privacy and security policies of the other party; and
- j. Notify the other party of any unauthorized use or disclosure of protected health data of which it becomes aware.

2.22. FERPA

If information about University students will be disclosed by the University under this Contract, FERPA applies. Information contained in education records provided by the

University shall not be disclosed to any other party without the prior written consent of the subject student. The Contractor acknowledges that certain information about the University's students is contained in records maintained by the Contractor and that Contractor will protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Should Contractor violate this provision of the Contract, Customer has the right to immediately terminate. Contractor shall not be permitted to access personally identifiable student information from the University for a period of five (5) years. (20 USC 1232g)

2.23. PIPA

The VENDOR acknowledges that certain individual personal information is contained in the data provided under this Agreement that is confidential by reason of the Illinois Personal Information Protection Act, a.k.a. PIPA (815 ILCS 530). The VENDOR agrees to follow all requirements specified in PIPA. In the event that compliance with PIPA is necessary, VENDOR is responsible for all fees and costs incurred during the course of complying with PIPA including indemnification of the University for any related costs, damages and/or expenses.

3. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

3.1. ACCEPTANCE OF PROPOSALS

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

3.2. PROPOSER QUALIFICATIONS

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

3.3. PROPOSER PRESENTATIONS

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

3.4. RIGHT TO INSPECT

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

3.5. PAYMENT TERMS

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

3.6. EVALUATION OF PROPOSALS

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

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

The following evaluation factors will be used in determining the best-qualified offers:

Technical Proposal Evaluation Factors:

Program Design

- Demonstrated knowledge and experience using airborne LiDAR technology to conduct projects for a comparable scope of services and geographic area.
- Adherence of data quality assessment and quality assurance protocols to conform with the U.S. Geological Survey's, National Geospatial Program LiDAR Guidelines and Base Specification, Version 13.
- Thoroughness of survey methods for collection of field vertical ground control checkpoints to support the airborne acquisition and subsequent LiDAR processing, including vertical accuracy assessment (i.e., Fundamental Vertical Accuracy and Consolidated Vertical Accuracy).
- Experience in creation of derivative raster data products including: Digital Surface Models, Digital Terrain Models, and Digital Elevation Models.
- Experience in creation of derivative vector data products including: contour lines, breaklines, building footprint extraction, etc.
- Project supporting data and documentation: provision of fully compliant Federal Geographic Data Committee (FGDC) metadata, consistency in file copying routines, adherence to tiling scheme and project area buffering beyond county boundaries.

Program Management

- Compliance with RFP; demonstrated ability to provide all data deliverables and related documentation in compliance with standards and specifications.
- Ability to perform the requested services in a timely manner and fulfill UIUC reporting requirements.
- Overall quality and completeness of response.

References

- Evaluation of deliverables from three current or recent airborne LiDAR projects.
- Evaluation of comments from three current or recent clients.

Team Chemistry

- Evidence of project team chemistry, including details of past collaborations. Ability to assemble a highly qualified professional team with appropriate background and experience in LiDAR acquisition and processing.
- Assurance that proposed equipment and personnel are available during the time period the requested services are required.
- Appropriateness of staffing decisions. For example, will processing be conducted by staff located outside of the United States? If so, justification for utilizing these staff, listing of tasks to be performed, and assurance data quality will be maintained.

Pricing

- Overall cost to the University

The evaluation will be conducted by selected members from the Illinois Height Modernization Program (ILHMP) oversight committee, which is comprised of Illinois mapping professionals, and chaired by the ISGS and IDOT.

4. AWARD OF CONTRACT

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

The contents of the proposal of the successful Proposer may become contractual obligations if a purchase order or contract is accepted and signed by both parties. Failure of the successful Proposer to accept these obligations in a purchase order and/or contract may result in cancellation of this award and such Proposer may be removed from future solicitations. Under these conditions, the University reserves the right to award this RFP to the next ranking Proposer. If the Proposer has a separate contract form which must be executed by the University, a copy of such Proposer's contract must be submitted with your proposal. The University will demonstrate "**good faith**" in reaching a mutually acceptable contractual agreement. Notwithstanding this, there are certain conditions that are unacceptable to the University.

Following is a non-exclusive list:

- Governing law other than the State of Illinois.
- Clauses requiring the University to indemnify and hold harmless the successful respondent.
- Clauses that unduly restrict or place unacceptable claims of ownership on data which are the subject of the agreement/ contract.
- Clauses relating to requiring the University to enter into reimbursement arrangements relative to attorney's fees.

5. BEST AND FINAL OFFER

The University reserves the right to request a best and final offer from the finalist respondent(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 the 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 offer request is usually brief (e.g., not to exceed five (5) business days).

6. TERMINATION BASED ON FUNDING

Since the Contract resulting from this RFP may be funded from both State of Illinois and Federal appropriated funds, the Proposer understands that this Contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or U.S. Government fails to make an appropriation to make payments under the terms of this Contract. In the event of

termination for lack of appropriation, the Proposer shall be paid for services performed under this Contract up to the effective date of termination and notice of such termination will be submitted to the Proposer in writing not less than sixty (60) days prior to the effective date.

7. TERMINATION FOR CAUSE

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

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

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

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

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

8. TERMINATION FOR CONVENIENCE

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

9. POST PERFORMANCE REVIEW

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

Appendix I. TECHNICAL REQUIREMENTS

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

1. SCOPE OF SERVICES

The purpose of the project is collection of enhanced elevation data and associated information using airborne Light Detection and Ranging (LiDAR) technology to support the Illinois Height Modernization Program (ILHMP). The ILHMP initiative is coordinating the collection, archiving, and public distribution of the State's enhanced elevation data. Delivery of the LiDAR processed data products will be to the Illinois State Geological Survey (ISGS), a division of the Prairie Research Institute at the University of Illinois at Urbana-Champaign, on or before June 15, 2012.

2. SPECIFICATIONS

- A. Project Area: The project area includes St. Clair, Monroe, and Randolph Counties located in Metro East Illinois (Figure 1). These three adjacent counties comprise an aggregate surface area of approximately 1,668 square miles. The estimated individual county areas are as follows (square miles): St. Clair (674.5), Monroe (398.2), and Randolph (595.4). The contractor must also acquire a buffer area of 1,500 feet outward from the outside perimeter of the three-county boundary. In addition, because the Mississippi River and adjacent floodplain comprise the western and southern portions of the three counties, the buffer on those two portions is increased to include the entire floodplain and a small portion of the land area on the Missouri side. The three-county area, including the buffered areas, results in a project area of 1,778 square miles. The project area boundary is provided as part of this RFP in both ESRI shape file and ArcGIS geodatabase formats in a zip file at http://www.isgs.illinois.edu/nsdihome/webdocs/share/Metro_East.zip.
- B. Performance Standards: The underlying performance standards for this project are the U.S. Geological Survey's, National Geospatial Program LiDAR Guidelines and Base Specification, Version 13 (ILMF 2010), hereafter in this document referred to as "USGS Version 13." The most current version of USGS Version 13 is available at the USGS CLICK website <<http://lidar.cr.usgs.gov/>>. Several of the specifications in this document are obtained directly from USGS Version 13 and must be met by the contractor. In addition, some specifications for this project exceed the USGS Version 13 guidelines, and therefore these more rigorous requirements must be met by the contractor. If a performance standard is not covered in this document, the USGS Version 13 guidelines must be met by the contractor.
- C. Collection conditions: The project area is to be cloud free and fog free between the aircraft and the ground. The ground must be snow free; very light snow may be permissible, but only with prior approval by the ISGS. The Mississippi River and adjoining floodplain comprise the western and southern portions of the project area. No unusual flooding or inundation is allowed on the floodplain and upland areas. The acquisition will occur during leaf-off ground conditions.
- D. Data Tiling Index: A non-overlapping tile system will be used for all of the LiDAR data deliverables. Each individual tile will measure 5,000 feet x 5,000 feet and the horizontal positions shall be based upon the North American Datum of 1983/1997 (NAD83/97) adjustment as referenced to the Illinois State Plane Coordinates System, East or West Zone, in United States Survey Feet. The data tile scheme is provided as part of this RFP

in both ESRI shapefile and ArcGIS geodatabase formats at the URL address listed above in 2.A.

- E. LiDAR Collection: The LiDAR collected by the contractor for the project shall conform to the specifications set forth in the following:

1. Nominal pulse spacing (NPS) and point density:

- a. The overall project area is to be collected at an NPS of no less than one (1) meter, and no less than one (1) pulse per square meter. The collection will include the geographic region as delineated by the project area boundary specified in (A) and Figure 1.
- b. It is desirable for two selected areas within the overall project area to be collected at an NPS of 0.5 meters, or four (4) pulses per square meter:

Area 1–Sinkhole Plain (Figure 2, URL address listed above in 2.A.): Area 1 is encompassed by the USGS 7.5-minute Waterloo and Renault Quads quadrangles in central Monroe County, and the collection will include the one hundred fifty-two (152) data tiles as shown in Figure 2. An estimated 10,000 sinkholes are found in an area which possesses a wide range of diameters and depths, and a significant percentage of these are concealed under dense wooded cover.

Area 2–East St. Louis (Figure 3, URL address listed above in 2.A.): Area 2 is comprised of ninety-one (91) data tiles situated in northwest St. Clair County. It includes the majority of the East St. Louis urbanized area, a portion of the Mississippi River floodplain, and a mixture of land cover types on the adjoining upland.

- c. The decision to acquire Area 1 and Area 2 at the higher NPS/pulse density will be dependent upon total additional costs. The contractor will itemize the cost for the overall project area to be collected at an NPS of no less than 1.0 meter, and will also provide the incremental costs to acquire Area 1 and Area 2 at a NPS of 0.5 meters.

2. The LiDAR sensor system must be capable of deriving multiple discrete returns, and capable of at least three returns for each pulse.

3. Intensity values must be recorded for all returns.

4. Horizontal positions will be based upon the North American Datum of 1983/1997 (NAD83/97) adjustment as referenced to the Illinois State Plane Coordinates System, East or West Zone, in United States Survey Feet. The vertical elevation data shall be referenced to the North American Vertical Datum of 1988 (NAVD88) adjustment, in United States Survey Feet.

5. The vertical Root Mean Square Error (RMSE) of the digital elevation data shall be no more than 18.5 centimeters (7.25 inches) or better relative to NAVD88. Vertical

Accuracy of the LiDAR data will be assessed and reported in accordance with the guidelines developed by the NDEP and subsequently adopted by the ASPRS. The complete guidelines may be found in Section 1.5 of the Guidelines document.

See: http://www.ndep.gov/NDEP_Elevation_Guidelines_Ver1_10May2004.pdf

Vertical accuracy requirements using the NDEP/ASPRS methodology are:

FVA <= 24.5cm ACCz, 95% (12.5cm RMSEz)

CVA <= 36.3cm, 95th Percentile

SVA <= 36.3cm, 95th Percentile

6. The LiDAR data points shall be reported to the nearest hundredth of a foot.

F. Requested Deliverables:

1. All elevation data will be delivered in fully compliant v1.4 LAS format (approved by the ASPRS on November 14, 2011). The format document is available online at: <<http://www.asprs.org/Committee-General/LASer-LAS-File-Format-Exchange-Activities.html>>. If the contractor needs to provide the elevation data deliverables in an earlier LAS version of the format, the reason(s) must be specified.
2. All elevation data deliverables will include intensity values (native radiometric resolution).
3. Georeference information shall be included in all LAS file headers.
4. GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return.
5. Full swaths, all collected points to be delivered.
6. All elevation data deliverables will be tiled delivery, without overlap, using the tiling scheme provided by ISGS. No partial tiles are allowed.
7. Raw Point Cloud: The contractor shall provide ISGS with all returns, all collected points, fully calibrated and adjusted to ground, by swath.
8. Classified Point Cloud: Two classification schemes are listed, and the contractor will provide the cost for each of the two following options:

Option A: Table 9 (v1.4 LAS format): ASPRS Standard LiDAR Point Classes (Point Data Record Format 0-5)

Code:	Description:
0	Created, never classified
1	Unclassified1
2	Ground
3	Low Vegetation
4	Medium Vegetation
5	High Vegetation
6	Building
7	Low Point (noise)
8	Model Key-point (mass point)

- 9 Water
- 10 Reserved for ASPRS Definition
- 11 Reserved for ASPRS Definition
- 12 Overlap Points2
- 13-31 Reserved for ASPRS Definition

Option B: USGS Version 13, minimum classification scheme

Code: Description:

- 1 Processed, but unclassified
- 2 Bare-earth ground
- 7 Noise (low or high, manually identified, if needed)
- 9 Water
- 10 Ignored Ground (Breakline Proximity)
- 11 Withheld (if the “Withheld” bit is not implemented in processing software)

9. **Breaklines:** All breaklines developed for use in hydro-flattening shall be delivered as an ESRI feature class, PolylineZ or PolygonZ format, as appropriate to the type of feature represented. ESRI file geodatabase format is required. Breaklines should be as a continuous layer and must use the same horizontal and vertical coordinate reference system and units as the LiDAR point delivery.
10. **Metadata:** Project-level metadata shall be delivered that fully comply with Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM) format standard in XML format. Metadata shall describe the project, data acquisition methods, system calibration, processing methods, and statistical validation process and results. Project documentation will include control point and flight diagram information from the LiDAR acquisition flight.
 - a. Project-level metadata include the following:
 - i. Collection Report detailing mission planning and flight logs.
 - ii. Survey Report detailing the collection of control and reference points used for calibration and QA/QC.
 - iii. Processing Report detailing calibration, classification, and product generation procedures including methodology used for breakline collection and hydro-flattening.
 - iv. Other optional deliverables as appropriate
 - b. In addition, product-level metadata (FGDC compliant, CSDGM XML format metadata) will be provided, one file for each deliverable including the raw point cloud data, classified point cloud data, breaklines, etc. Metadata files for individual tiles are not requested.
11. **Processing:** Any processing of the project data and deliverables performed by staff who reside outside of the United States will be fully described, including the name and location of the facility, specific tasks that will be performed, oversight and supervision, etc. This information can be provided in the form of a metadata file.

3. REPORTS AND OTHER DELIVERABLES

Use and Distribution Rights: All deliverable data and documentation shall be free from restrictions regarding use and distribution. Data and documentation provided under this agreement shall be freely distributable by government agencies.

4. PROGRAM PLAN

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

5. PROPOSER'S QUALIFICATIONS AND OTHER REQUIRED INFORMATION

The Proposer must provide the following information.

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

- 4.14. Other information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested.

6. OUT-OF-STATE PREFERENCES

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

7. BUSINESS ENTERPRISE PROGRAM (BEP)

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

8. SIGNATURE

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

Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Typed or printed name of individual signing Proposal _____

Date: _____

Appendix II. PRICING PROPOSAL

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

1. METHOD AND RATE OF PAYMENT

1.1. HOURLY PRICE VERSION

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

1.2. TRAVEL EXPENSES

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

Current rates are \$.51 per mile for mileage; \$40.00 per day for rental cars; \$28 per day for meals; \$218 per day for Cook County, \$80 per day for DuPage, Kane, Lake, McHenry, or Will Counties, \$70 per day for Champaign, Kankakee, LaSalle, McLean, Macon, Madison, Peoria, St. Clair, Sangamon, Tazewell, and Winnebago Counties, and \$60 per day for all other Illinois counties; and airfare at the most economical rate available.

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

Estimated total number of trips to be made _____

Estimated total travel expense \$_____

1.3. TOTAL PACKAGE PRICE VERSION

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

2. SIGNATURE

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

Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number: _____

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

Date: _____

Appendix III. SAMPLE CONTRACT

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

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

SAMPLE

Table of Contents

Article 1. Introduction	1
Article 2. Definitions	1
Article 3. Scope of Services.....	1
Article 4. Effective Date and Duration of Contract	1
Article 5. Termination	1
Article 6. Notification and Administration of Contract.....	2
Article 7. Subcontractors.....	3
Article 8. Compensation	3
Article 9. Indemnification.....	4
Article 10. Insurance	4
Article 11. Rights in Work Product.....	6
Article 12. Certifications by Contractor	7
Article 13. Account Settlement Legal Action if applicable.....	7
Article 14. Tax Status.....	8
Article 15. General Provisions	8

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

ARTICLE 1. INTRODUCTION

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

ARTICLE 2. DEFINITIONS

ARTICLE 3. SCOPE OF SERVICES

Contractor shall provide the services set forth herein.

3.01 Services to Be Performed

3.02 Reports and Other Deliverables

ARTICLE 4. EFFECTIVE DATE AND DURATION OF CONTRACT

4.01 Term of Contract

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

4.02 Renewal Option

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

ARTICLE 5. TERMINATION

5.01 Termination for Convenience

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

5.02 Termination for Cause

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

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

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

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

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

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

ARTICLE 6. NOTIFICATION AND ADMINISTRATION OF CONTRACT

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

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

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

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

University Contract Representative:

Danny Lienard
Purchasing Division
Tech Plaza, Ste 212 MC 364
616 East Green Street
Champaign, IL 61820-5752
T: 217-333-0777
F: 217-239-6869
lienard@uillinois.edu

University Technical Representative

Notices to University shall be sent to:

Danny Lienard
OBFS Rev 07-01-10

Notices to Contractor shall be sent to:

Purchasing Division
Tech Plaza, Ste 212 MC 364
616 East Green Street
Champaign, IL 61820-5752
T: 217-333-0777
F: 217-239-6869
lienard@uillinois.edu

ARTICLE 7. SUBCONTRACTORS

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

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

ARTICLE 8. COMPENSATION

8.01 Rate of Compensation

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

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

8.02 Maximum Price

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

8.03 Method of Payment

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

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

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

8.04 Method of Billing

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

8.05 Increase in Wage Rates or in Materials or Equipment Costs

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. INSURANCE

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

- | | |
|--|---------------------------|
| A. Workers' Compensation including Occupational Diseases | Illinois Statutory Limits |
| • Coverage A | \$500,000 each disease |
| • Coverage B (Employers Liability) | \$500,000 each employee |
| | \$500,000 policy limit |

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

- | | |
|--|-------------|
| B. Commercial General Liability (occurrence coverage, and including contractual liability) | |
| • Each Occurrence | \$1,000,000 |
| • General Aggregate | \$2,000,000 |
| • Products-Completed Operations Aggregate | \$2,000,000 |
| • Personal & Advertising Injury | \$1,000,000 |
| • Fire Damage Legal Liability | \$100,000 |

- C. Auto Liability (either personal or commercial, as applicable)
 - Combined Single Limit each accident, \$1,000,000
OR
 - Bodily Injury \$1,000,000
 - Property Damage \$1,000,000

Additional insurance requirements for this contract are checked below:

- D. Professional Liability – Specialty \$1,000,000 per claim
Errors and Omissions \$3,000,000 in the aggregate
- E. Professional Liability – Medical \$1,000,000 per claim
Malpractice \$3,000,000 in the aggregate
- F. Employee Dishonesty \$150,000 each occurrence
- G. Other

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

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

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

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

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

Contractor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Contract to the University of Illinois Purchasing Division, Tech Plaza, Suite 212, MC 364, 616 East Green Street, Champaign, IL 61820-5752.

University's receipt of any insurance certificate shall not be deemed acceptance that insurance requirements in the Contract have been satisfied. Failure of University to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by University. Failure to comply with insurance requirements may be regarded as a breach of contract terms.

ARTICLE 11. RIGHTS IN WORK PRODUCT

11.01 Rights in Work Product

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

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

11.02 Ownership Rights

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

11.03 Pre-Existing Rights

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

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

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

11.04 Use and Publication Restrictions on Contractor

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

11.05 No Restrictive Markings

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

11.06 Administrative Confidential Information

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

11.07 Patents - Inventions

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

11.08 Patent and Copyright

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

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

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

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

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

ARTICLE 12. CERTIFICATIONS BY CONTRACTOR

Contractor shall confirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosures attached as Exhibit A, which is hereby incorporated into this contract by reference.

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.

ARTICLE 13. ACCOUNT SETTLEMENT LEGAL ACTION, IF APPLICABLE

Contractor shall not settle or compromise any account, or initiate any form of legal action on University accounts placed for collection without prior written authority from University Office of University Counsel. In the event that approval for legal action is sought, Contractor will provide the name and

address of the attorney who will be retained, and, if approved, cause the attorney to send a copy of all pleadings to University when filed in the case. Contractor will secure advance approval of University for specific amount of all court costs to be incurred. Contractor will advance all court costs. Contractor shall be reimbursed for the reasonable advances of court costs out the first monies collected from the debtor. No commission is payable on court costs.

ARTICLE 14. TAX STATUS

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

ARTICLE 15. GENERAL PROVISIONS

15.01 Amendments

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

15.02 Assignment

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

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

15.03 Compliance with Laws

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

15.04 Confidentiality

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

15.05 Conflict of Interest

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

Contractor will raise with University any questions regarding possible conflict of interest which may arise as a result of such change.

15.06 Covenant Against Contingent Fees

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

15.07 Delay

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

15.08 Discrepancies and Omissions

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

15.09 Governing Laws

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

15.10 Independent Contractor

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

15.11 Parking

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

15.12 University's Right of Inspection

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

15.13 University's Right to Have Work Executed

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

15.14 Use of Name

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

15.15 Waiver

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

15.16 Entire Contract

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

APPROVAL AND EFFECTIVE DATE

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

The Board of Trustees of the University of Illinois

Contractor

By: _____
Walter K. Knorr, Comptroller

Signed

Date: _____

Type or print name

Attest: _____
Michele M. Thompson, Secretary

Title

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

Date: _____

Approved:

Michael J. Hogan, President
Chief Executive Officer

Thomas R. Bearrows, University Counsel
Chief Legal Counsel

The following signatures are required on Urbana contracts.

Approved:

For University Counsel

For the Purchasing Division

For the Department

**Appendix IV. TAXPAYER IDENTIFICATION
CERTIFICATION, REPRESENTATIONS, AND
DISCLOSURES**

Standard Qualifications, Certifications, Representations, and Disclosures (Exhibits A, B, & C):

Contractor shall confirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosures attached as Exhibits A, B, & C, which is hereby incorporated into this solicitation by reference.

Taxpayer Identification Certification

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

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Governmental Entity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Organization
<input type="checkbox"/> Corporation	<input type="checkbox"/> (IRC 501(a) only)
<input type="checkbox"/> Not-for-profit Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Medical and Health Care Services Provider Corporation	

Signed

Date

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

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

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

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

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

Out of State Preferences

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

_____ %

CERTIFICATIONS

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

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor is not in default on an educational loan (5 ILCS 385/3).
3. Vendor is an existing legal entity, and **as applicable**: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
4. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** If this is a service contract as defined in 30 ILCS 500/25-80, Vendor (i) will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts. If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Vendor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
5. If this Contract includes printing services in any amount, Vendor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60). Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).
6. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
8. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
9. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
10. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

11. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
12. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
13. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
15. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
16. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
17. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
18. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
19. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
20. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
21. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
22. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
25. **This applies to information technology contracts and is otherwise not applicable.** Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/iitaa (30 ILCS 587).
26. Vendor has disclosed, if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.

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

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

OR

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act.

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

29. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.

30. Vendor 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. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor 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 Vendor'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 Vendor becomes excluded during life of this Contract.

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

32. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Vendor to the University in University's vendor registration process is true and correct.

All subcontracts of \$25,000 or more issued by Vendor under this Contract must include these Certifications (Exhibit A), and, if applicable, the Financial Disclosures and Conflicts of Interest Form (Exhibit B)

If this is a multi-year contract, including the initial term and all optional renewals, Vendor and all subcontractors shall reconfirm compliance with the above certifications by July 1 of each year that this Contract remains in effect.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM

This form is required for all contracts or subcontracts of \$25,000 or more.

This Disclosure is signed and made under penalty of perjury by the signature of the authorized representative below:

This Disclosure information is submitted on behalf of: _____

(Vendor/Subcontractor Name)

D/B/A (if used): _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in all sections below as a condition of bidding on or receiving a contract or subcontract in the amount of \$25,000 or more (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the initial procurement process and throughout the term of any resultant contract. In the case of multi-year contracts, Vendor shall reconfirm the accuracy of the disclosures by July 1 of each year that the contract remains in effect.

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

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

Name of any Parent Organization: _____

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

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

- A. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code.

The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

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

OR

- B. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- C. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

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

Yes No

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

Yes No

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

Yes No

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

Yes No

If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____.

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

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

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

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

Sole Proprietorship Stock Partnership Other (explain) _____

Name: _____

Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary).

If no individual has been identified above, mark not applicable (N/A) here __

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

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

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: No Conflicts Of Interest
 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

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

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

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Section 4: Current and Pending Contracts *(All Vendors must complete this section).*

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

Yes No

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

Section 5: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

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

Yes No

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

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

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

All subcontracts of \$25,000 or more issued by Vendor under this Contract must include the Financial Disclosures and Conflicts of Interest Form (Exhibit B).

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

Additional Conditions for Submitting Formal Bids and Proposals

1. Registration with State Board of Elections

In accordance with 30 ILCS 500/20-160, Vendor must certify that either:

- Vendor is not required to register as a business entity with the State Board of Elections because:
- Vendor is a not-for-profit entity;
 - Vendor is a governmental organization; or
 - the annual total value of all of Vendor's contracts and offers with all State agencies (including all current State contracts, the bid or proposal Vendor is submitting, any other pending offers, and offers Vendor previously submitted this year where Vendor was not awarded a contract) does not exceed \$50,000.

OR

- Vendor has completed electronic registration as a business entity with the State Board of Elections and **has attached a copy of the official certificate of electronic registration as issued by the State Board of Elections to this Exhibit.** In addition, Vendor acknowledges a continuing duty to update the registration as required by the Act

Further information about the electronic registration process is available from the Board of Elections at:
<https://berep.elections.il.gov/>

2. Illinois Department of Human Rights (DHR) Public Contracts Number

If Vendor employs 15 or more full-time employees in Illinois, Vendor must have a current Public Contract Number or have proof of having submitted a completed application to DHR. Please complete the appropriate sections below.

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

DHR Public Contracts Number: _____

Date of Expiration: _____

____ (check if applicable) The DHR number is not required because Vendor has employed 14 or fewer full-time employees in Illinois during the last 365-day period.

3. Disclosure of Business Operations with Iran

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

COMPLIANCE WITH LAWS, REGULATIONS AND LABOR AND EMPLOYMENT
PROVISIONS:

The Contractor agrees to comply with all laws, statutes, regulations, ordinances, rulings, or enactments of any governmental authority that are applicable to the work or which in any way pertain to the project including, without limiting the foregoing thereto, the following State of Illinois statutes:

- a. "An Act concerning Construction contracts; responsible bidder requirements (30 ILCS 500/30-22). To be considered a responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:
- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
 - (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
 - (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
 - (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
 - (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
 - (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt or use of federal funds in support of such a project. (Source: P.A. 93-642, eff. 6-1-04.)

- b. "AN Act concerning the distribution of certain federal grants and the employment of Illinois workers" (30 ILCS 570). The Act requires the employment of only Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except when qualified Illinois laborers are unavailable or incapable of performing the particular type of work involved. The term "Illinois Laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The term "labor" is defined to include all manual or nonmanual labor, whether skilled, semiskilled or unskilled. An exception to the above requirement is permitted by the statute in that the Contractor may place up to three of his regularly employed non-resident executive and technical experts on the job (six in some specific instances), even though they do not qualify as Illinois laborers.
- c. "AN Act to give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivision" (330 ILCS 55). This Act requires that preference in employment on public works to be given qualified veterans of wartime military or naval service who were honorably discharged therefrom, including persons on inactive or reserve duty, who are residents of the district where the work is to be done. It is not required that nonresident veterans be given preference over nonveteran residents.

- d. "AN Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works" (755 ILCS 10). This Act requires that no person may be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner in connection with the contracting for or the performance of any work or service of any kind, by, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof and that no contractor, subcontractor or person on behalf of either shall discriminate against or intimidate any employee for such reason, and provides penalties and recoveries for violation of its provisions.
- e. The Illinois Human Rights Act (775 ILCS 5). The purpose of this Act is to secure for all individuals within Illinois the freedom from sexual harassment, from discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service in connection with employment, real estate transaction, access to financial credit, and the availability of public accommodations. The Illinois Department of Human Rights and the Illinois Human Rights Commission are assigned duties for the enforcement of the Act. Violation of the Act might result in penalties, including the payment of damages, termination of public contract or prohibition from participating in public contracts for up to three years.
- f. "AN Act regulating wages of laborers, mechanics and other workmen employees in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works" (8201 ILCS 130). This Act requires that wages not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work in that locality shall be paid to all laborers, workmen and mechanics employed on the work (a determination of the prevailing rates for all crafts is, as required by the Act, on file at the University of Illinois Personnel Services Office, Gregory Drive, Champaign, Illinois). It is further required by the Act and by these General Conditions that the Contractor and each of his subcontractors shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workmen and mechanics employed by them in connection with the work, and showing also the actual hourly wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Director of the Department of Labor of the State of Illinois and his deputies and agents. "Prevailing rate of wages" mean the hourly cash wages, plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of similar character.

"NOTE: The above labor clauses apply to all trade labor employed in the installation of purchased goods on University property and includes the unloading of trucks and other service vehicles if required as part of the contract (award)."

- g. "AN Act relating to the health and safety of persons employed, vesting in the industrial commission power to make reasonable rules relating thereto; providing for the enforcement thereof; and repealing certain acts herein named (820 ILC0S 225/01/5). This Act makes it the duty of every employer under the Act to provide reasonable protection to the life, health and safety and to furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to these employees and requires that occupational safety and health standards be complied with.

The above explanations of these Acts are much condensed and not intended to be a complete detailed account of all duties imposed thereby, and hence by these General Conditions, upon the Contractor. The Contractor agrees to, and shall comply with all of the provisions of the above Acts, whether herein set forth or not, as well as with the provisions of all other applicable legislation and regulations promulgated thereunder, and especially agrees to keep the records described in paragraph (e) and pay the prevailing rate of hourly wages as required.

The Contractor shall carry insurance to cover any injuries to his employees or damage to University property.

FN-88 (06/05)

INDEMNITY AGREEMENT AND LIABILITY INSURANCE:

The Contractor shall indemnify and hold harmless the Owner and Owner's agents, servants and employees 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 the Contractor or his Subcontractors or due to or arising in any manner from the wrongful act or negligence of the Contractor or his Subcontractors or any employee of any of them.

If required under the terms of award or if work on any University property is to be performed by the Vendor/Contractor, the Vendor/Contractor receiving the award 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*. The Vendor/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
(including Occupational Disease) - Statutory Limits

Employer's Liability (Part B) - \$500,000 Policy Limit
- B. Commercial General Liability
(including Products & Completed Operations)
Combined Single Limit - \$1,000,000 per occurrence
OR
Bodily Injury: \$1,000,000 per occurrence, and
Property Damage: \$1,000,000 per occurrence
- C. Commercial Automobile Liability
Combined Single Limit - \$1,000,000 per occurrence
OR
Bodily Injury: \$1,000,000 per occurrence, and
Property Damage: \$1,000,000 per occurrence

Assigned subcontractors must comply with the same insurance coverage requirements as the Vendor/Contractor. Subcontractors shall submit the required Certificate of Insurance through the primary Vendor/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 the University arising from the activities of the Vendor/Contractor and/or Subcontractor performing work on behalf of the Vendor/Contractor.**" Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

INDEMNITY AGREEMENT AND LIABILITY INSURANCE (Continued):

The Vendor/Contractor shall furnish the University of Illinois, Purchasing Division, Illini Plaza, Suite 212, 1817 South Neil Street, Champaign, IL 61820 any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the vendor/contractor shall not be deemed a waiver by the University.

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

Any Purchase Order Number and/or Contract Number that is the basis for issuance of the Certificate must be indicated on the Certificate of Insurance provided to the University.

**Appendix V. STATE OF ILLINOIS BOARD OF
ELECTIONS CERTIFICATION**

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 electronic certificate of registration with your bid or proposal.

If you do not certify your compliance with the Act and provide a copy of the electronic 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.

Note: Vendors who registered with the State Board of Elections by mail or e-mail prior to August 1, 2009 must re-register online at <https://BEREP.elections.il.gov>.

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>.