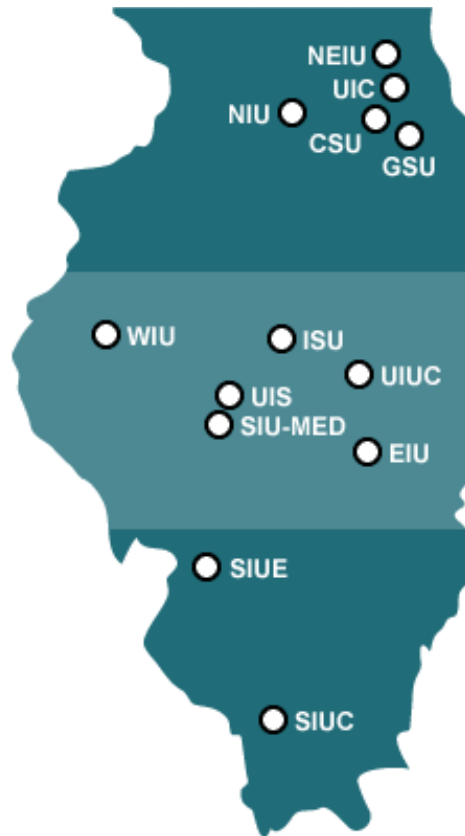


THE ILLINOIS PUBLIC HIGHER EDUCATION COOPERATIVE



State of Illinois Public Institutions of Higher Education

Request for Proposal

Legal Services
IPHEC2009
January 29, 2020; 2:00 PM Prevailing Time

Vendor Submitting Offer: _____

Please Note: Vendors MUST be registered with the Illinois Secretary of State (unless a sole proprietor) AND the Illinois State Board of Elections.

The Illinois Public Higher Education Cooperative (hereinafter, “IPHEC”) requests proposals from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the Universities appreciate and welcome a response.

Brief Description:

IPHEC is seeking proposals from qualified firms (“Respondents”) to provide legal services for the categories specified; 1 – General, 2 – Real Estate, 3 – Intellectual Property, 4 – Litigation, 5 – Workers Compensation, 6 – Employee Benefits, 7 – Employee Law & Counseling, 8 – Employee Relations & Workplace Issues, 9 – Collective Bargaining, 10 - Immigration on an as-needed basis upon award acceptance through December 31, 2024, with one (1) five (5) year option to renew. It is the intention of IPHEC to award to the highest scored vendor(s) based on total allowed points (technical and pricing) for this RFP. There is no guarantee of minimum utilization or expenditure with any successful Respondent during the Contract period.

Overview of the Illinois Public Higher Education Cooperative (IPHEC):

The Illinois Public Higher Education Cooperative (IPHEC), an association, is an agent for preparing specifications, advertising, receiving, opening, tabulating and evaluating competitive proposals and bids on behalf of the respective Boards of Trustees of the following Participating Universities, hereinafter referred to as the “Governing Boards”. The terms “Participating Universities” and “Member Institutions” refer to the various institutions or campuses under the jurisdiction of the Governing Boards. The nine (9) Participating Universities include thirteen (13) campus locations; along with off-campus locations which may include, but are not limited to, research and development offices, county farm extension offices, and other campus offices which are not located on the campus specific.

Chicago State University (CSU)	9501 S. King Drive	Chicago	IL	60628
Eastern Illinois University (EIU)	600 Lincoln Avenue	Charleston	IL	61920
Governors State University (GSU)	1 University Parkway	University Park	IL	60484
Illinois State University (ISU)	100 N. University St.	Normal	IL	61761
Northeastern Illinois University (NEIU)	5500 N. St. Louis Ave.	Chicago	IL	60625
Northern Illinois University (NIU)	1425 W. Lincoln Hwy	DeKalb	IL	60115
Southern Illinois University (SIUC)	1263 Lincoln Drive	Carbondale	IL	62901
Southern Illinois University (SIUE)	1 Hairpin Drive	Edwardsville	IL	62026
SIU School of Medicine (SIU-MED)	801 N. Rutledge St.	Springfield	IL	62702
University of Illinois (UIUC)	610 East John Street	Champaign	IL	61820
University of Illinois (UIC)	1200 W. Harrison St.	Chicago	IL	60607
University of Illinois (UIS)	One William Maxwell Ln.	Springfield	IL	62703
Western Illinois University (WIU)	1 University Circle	Macomb	IL	61455

In addition to the nine (9) Participating Universities include thirteen (13) campus locations, it is IPHEC’s intention to also make this award available to all Illinois community colleges.

The IPHEC, as an agent for or on behalf of the Governing Boards, will receive sealed bids/proposals at the Illinois public university purchasing office described in Section 1.3 for the commodities and/or services indicated. It is the intention of IPHEC to award to the highest scored vendor(s) based on total allowed points (technical and pricing) for this RFP. There is no guarantee of minimum utilization or expenditure with any successful Respondent during the Contract period.

Each Participating University will issue and administer their own Purchase orders, receive their own invoices, and make their own payments directly with the awarded Respondent(s) to whom they have signed a contract with, under the IPHEC award agreement.

NOTE: Any changes to the terms of the IPHEC agreement, made for a specific Participating University, would be made to the individual contract with that University. Any changes to the terms of any individual Participating University will not change the terms to the IPHEC Award agreement, or to any other Participating University contract agreement.

Please read the entire solicitation package and submit your response in accordance with the instructions.

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

[This section intentionally left blank]

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. Please visit <http://www.illinois.gov/cpo/HigherEd/Pages/Preferences.aspx> for more information regarding these programs.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

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1.6 Due Date, Time, Address and Requirements for Submission of Responses: Responses will be opened at the “Submit / Deliver To” address provided below at the specified Due Date and Time.

1.6.1 Due Date: January 29, 2020 Time: 2:00pm CST

1.6.2 Submit / Deliver Responses To: Label (outside of envelopes / containers):

University: IPHEC
 Attn: Kayci Puckett
 Address: 807 S. Wright Street
 Suite 340
 City, State, Zip: Champaign, IL 61820

Sealed Response – DO NOT OPEN
 Project Title: Legal Services
 Bulletin Reference #: IPHEC2009

Due Date & Time: January 29, 2020 & 2:00pmCST
Vendor Name
Vendor Address

1.6.3 Requirements for Submission of Responses: The Response must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Vendor’s name and the wording: **“Sealed Response – Do Not Open.”** The separately sealed packets may be submitted together in one mailing / shipping box or may be submitted separately in individual / shipping boxes. Do not put the entire Response on one CD or USB. Pricing must be on a separate CD or USB and sealed in the Pricing packet.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
Packet 1 Offer Letter (Section 4), Specifications / Qualifications / Statement of Work (Section 5), Supplemental Terms and Conditions(Section 8), Vendor Exceptions and Confidential Information (Section 9), and References (Section 10)	1	1	1
Packet 2 Pricing (Section 6)	1	1	1
Packet 3 Form A or Form B (as applicable) (Section 11)	1	1	1
Packet 4 Redacted Proposal (if requesting confidential treatment of proposal)	1	1	1
Packet 5 Minorities, Females, & Persons with Disabilities Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.11)	1	1	1

Packet 6 Veteran Small Business Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.12)	1	1	1
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1.7 Late Submissions: Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. Responses received after the specified date and time may be returned at the Vendor’s request and expense.

1.8 Response Firm Time: The response must remain firm for 120 days from the opening date.

1.9 Security: Bid Bond <\$ or %> Performance Bond <\$ or %> If a bid bond is required, Vendor must submit the bond with the response. If a performance bond is required, Vendor must submit the bond to the Solicitation Contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.

1.10 Small Business Set-Aside: Yes No If “yes” is marked, Vendors must be qualified as a small business at the time the response is due in order to be evaluated. (30 ILCS 500/45-45)

1.11 Minorities, Females and Persons with Disabilities Participation and Utilization Plan:
 Yes No If “yes” is marked, this solicitation contains a goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

1-.12 Veteran-Owned Small Business Participation and Utilization Plan:
 Yes No If “yes” is marked, this solicitation contains a goal of 3% to include businesses owned and controlled by military Veterans in the State’s procurement and contracting processes. All questions regarding the subcontracting goal must be directed to the Solicitation Contact prior to submission of proposals. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a Veteran’s goal is identified, you must complete and attach the Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification.

- 1.13 Employment Tax Credit:** The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- 1.14 Governing Law and Forum:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". This refers to the Illinois Compiled Statutes. The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.
- 1.15 Public Records and Requests for Confidential Treatment:** Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University's legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or Rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor's name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the Response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor's request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.
- 1.16 Reservations:** Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.

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

Chief Procurement Office for Higher Education
Attn: Protest Review Office
513 Stratton Office Building
401 South Spring Street
Springfield, IL 62706
Email: EEC.CPOHE@illinois.gov

2. Evaluation Process:

2.1 Evaluation: The University evaluates three categories of information: responsiveness, responsibility, and price. The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

The University will determine how well responses meet the Responsiveness requirements. They will rank responses, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points will not be considered for Price evaluation and award. The maximum number of points possible is 225 (Responsiveness 150 + Price 75)

2.1.1 Responsiveness: A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.

2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University’s needs may be accepted or corrections allowed.

2.1.1.3 When the specification calls for “Brand Name or Equal”, the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

2.1.1.4 The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is 150. Vendors who do not receive 75 of the total Responsiveness points need not be considered for Price evaluation and award. Vendors will be evaluated in each category they have responded to. Respondent’s should be sure to respond to each category (or area) listed below in Section 5. A Respondents will not be penalized for not responding to all categories, but they should clearly indicate which categories they wish to respond do.

Responsiveness Elements	Maximum # of Points Possible
Section 5	150

2.1.2 **Responsibility:** A Vendor is considered responsible when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University will determine whether the University can or should do business with a Vendor. The University may consider factors including, but not limited to political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the Vendor's probable ability to deliver in the quality and quantity within the time and price as specified in the solicitation.

2.1.3 **Price:** The total number of points for Price is 75. The University will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Vendor's Price}) = \text{Total Price Points}$$

If the University does not consider the Price to be fair and reasonable, and negotiations fail to establish an acceptable Price, the University reserves the right to award to the next most qualified vendor with whom the university can negotiate a fair and reasonable price or cancel the solicitation and take appropriate action to meet the needs of the University. The University will determine whether the Price is fair and reasonable by considering the Price proposed, the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

2.2 Award: The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this solicitation and price. It is the intent of IPHEC to award to multiple vendors, by the categories outlined within this RFP. Vendors may be awarded to one (1) or multiple categories, based on their response within this RFP. The categories within this RFP are; General, Real Estate, Intellectual Property, Litigation, Workers Compensation, Employee Benefits, Employee Law & Counseling, Employee Relations & Workplace Issues, Collective Bargaining, Immigration.

2.2.1 The University will post a notice to the Bulletin identifying the most responsive and responsible vendor. Awards are not final until all protests are resolved. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.

2.2.2 Awarded Vendors must, at all times including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

This award may be made to multiple offerors following the definition set by the State of Illinois, Joint Committee on Administrative Rules – Administrative Code, Title 44: Government Contract, Procurement and Property Management; Section 4.2036 Other Methods of Source Selection b) Multiple Award 2)Types of Multiple Awards B) Pre-qualified Pool of Vendors.

In response to section 4.2036:

- 1) A multiple award will be awarded to two or more Respondents to offer full access to their services to the nine (9) participating Universities in Illinois, which have thirteen (13) major campus locations, plus all Illinois community colleges.
- 2) A multiple award is anticipated, and will be based on the total points awarded for both the technical and price requirements assessed in the evaluation of the offer.

2.2.3) Method of Ordering

Each University will issue and administer their own purchase orders. Each University's purchase order will specify service requests, applicable timelines, etc.

2.2.3.1 Method by which individual orders will be placed, for multiple awardees:

- a) For all orders where a service requested is only available through one awarded vendor, or in the case where one vendor can comply with the timeliness or availability to meet often immediate or unforeseen need and in the case where that particular awardee specializes in the requested service, the order will be placed with that specific Awardee.
- b) However; if the service is available through more than one awarded vendor, the order will be placed with the lowest cost Awardee that has the ability to meet the universities' need, delivery requirements and all other requirements identified in their request for quotation/questionnaire. Under the parameters of this multiple award, when more than one awardee has the ability to fulfill the University need an informal quote process prescribed by the University will be utilized to ensure lowest cost or best value to the University is achieved. This process will follow the "Multiple Award" as defined by the State of Illinois, Joint Committee on Administrative Rules "Administrative Code", Section 4.2036 Other Methods of Source Selection (b) Multiple Award 2) Types of Multiple Awards B) Pre-qualified Pool of Vendors

End of Instructions

3. Vendor’s Checklist for Submission of Response

This checklist is provided as a tool to aid vendors in submitting a complete response in compliance with the solicitation. Mark each item as appropriate. Failure to meet all solicitation requirements may be cause for disqualification.

3.1 Solicitation Review: We have reviewed the entire solicitation, including all referenced documents, instructions and any applicable revisions (addenda) to the solicitation. We have completed all blanks and provided all required information. Yes No

3.2 Pre-Submission Conferences / Site Visits: We attended all pre-submission conferences and or site visits, if mandatory. Yes No N/A

3.3 Response Submission: We have enclosed the completed items as shown below.

Container properly labeled and addressed	Section 1.6.2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Correct number of copies	Section 1.6.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Bid / Performance bond included	Section 1.9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
BEP Utilization Plan completed, if applicable	Section 1.11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Veterans Utilization Plan completed, if applicable	Section 1.12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor’s Offer	Section 4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Milestones and deliverables	Section 5.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor and staffing specifications	Section 5.4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Transportation and delivery terms	Section 5.5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Subcontracting disclosure	Section 5.6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Where services are to be performed	Section 5.7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Pricing completed as specified	Section 6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Standard terms and conditions	Section 7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Supplemental terms and conditions	Section 8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor Exceptions included	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Confidential Information requested	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Redacted copy of response	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
References provided as requested	Section 10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

You must complete and provide one of the following Forms as applicable:

Form A Section 11 Yes N/A
 (if vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have an active IPG Registration Number with an unexpired date)

or

Form B Section 11 Yes N/A
 (if vendor is registered in the Illinois Procurement Gateway (IPG) and does have an active unexpired IPG registration number)

4. Vendor's Offer

The undersigned authorized representative of the identified Vendor hereby submits this offer to perform in full compliance with the subject solicitation. By completing and signing this form, we are making an offer to the University that the University may accept. The offer consists of this signature page, our response to the subject solicitation and any attachments referenced in the response.

We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this offer. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

- Resident Vendor (30 ILCS 500/45-10)
- Soybean Oil-Based Ink (30 ILCS 500/45-15)
- Recycled Materials (30 ILCS 500/45-20)
- Recycled Paper (30 ILCS 500/45-25)
- Environmentally Preferable Supplies (30 ILCS 500/45-26)
- Gas Mileage (30 ILCS 500/45-40)
- Small Businesses (30 ILCS 500/45-45)
- Illinois Agricultural Products (30 ILCS 500/45-50)
- Corn-Based Plastics (30 ILCS 500/45-55)
- Disabled Veterans (30 ILCS 500/45-57)
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- Biobased Products (30 ILCS 500/45-75)
- Historic Preference Area (30 ILCS 500/45-80)
- Procurement of Domestic Products (30 ILCS 517)
- Public Purchases in Other State (30 ILCS 520)
- Illinois Mined Coal Act (30 ILCS 555)
- Steel Products Procurement (30 ILCS 565)
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)
- Veteran's Preference (330 ILCS 55)

We are providing the following explanation of qualification for the preference or special programs checked above:

We certify that we have made no alterations or modifications to the original content of this solicitation or other related procurement documents, either text or graphics and whether transmitted electronically or hard copy.

Vendor Name: _____

Signature of Authorized Representative: _____ Date: _____

Printed Name: _____ Title: _____

5. Description of Supplies and Services

5.1. University's Need for Supplies / Services:

The awarded firm(s) should anticipate providing legal service on an "as needed" basis to participating IPHEC members on legal matters that arise in connection to the universities.

5.2. Supplies / Services Required:

The awarded firm(s) may be asked to provide legal advice or service in a number of areas, which may include, but are not necessarily limited to; General, Real Estate, Intellectual Property, Litigation, Workers Compensation, Employee Benefits, Employee Law & Counseling, Employee Relations & Workplace Issues, Collective Bargaining, Immigration. Transactional immigration services may be requested and include preparation and filing of PERM applications; preparation, filing, and prosecution of legal permanent residence petitions; and preparation, filing prosecution and maintenance of immigrant visas.

5.3. Milestones and Deliverables:

5.3.1. Detailed billings may be required to include date, descriptive summary of matter, name and title of individual performing work, time, hourly rate, dollar amount and total. Telephone, facsimile, duplicating charges and expedited mail charges shall not exceed actual cost and shall be identified in a separate section of the billing. Describe your firm's billing process, without including any actual pricing. Provide a sample of your firm's invoicing.

Note: billing increments may vary at each participating university.

5.3.2. Third party services retained by the firm on behalf of the participating university shall be approved by, and coordinated with, the University's General Counsel, paid by the firm, and specifically identified on the monthly statement when submitted for reimbursement.

5.3.3. All travel-related expenses shall be reimbursed at the then current rates payable to the State of Illinois employees. Such reimbursements will not be considered, unless agreed upon in writing by the University, prior to the expenses being incurred.

5.4. Vendor and Staffing Specifications:

5.4.1. Vendor

1. Firm must be licensed to practice law in the State of Illinois and admitted to the U.S. District Court for the Central District of Illinois and the U.S. Court of Appeals for the Seventh Circuit.
2. Provide company background, including years providing legal services, volume of clients (overall), number of employees
3. List your firm's name, address, telephone number, email address, and fax number
4. Location of firm's principal place of business
5. A list of other office locations
6. Provide your firm's website address
7. If your firm regularly publishes newsletters or similar information for clients and prospective clients, provide a description and submit sample copies.
8. If your firm regularly conducts seminars/workshops for clients and prospective clients, submit sample announcements. Identify if there are costs associated with these services.
 - **Note: your firm will not be evaluated on any costs associated with these services and specific costs should not be listed herein. This is for informational purposes only and all costs associated will be between the awarded vendor (firm) and the participating university.**

5.4.2. Expertise & Client Base

The successful vendor(s) must demonstrate a track record of long-term relationships with customers.

1. Provide a list of and describe your expertise, specialty areas and any clients served within this expertise in the last three-year period, and relevant services in providing legal services. Highlight or call attention to services provided to Higher Education. Some areas of expertise may include, but are not limited to, the list below. Your firm should mark each area they wish to respond to in the check boxes below:

- General
- Real Estate
- Intellectual Property
- Litigation
- Workers Comp
- Employee Benefits
- Employee Law & Counseling
- Employee Relations & Workplace Issues
- Collective Bargaining
- Immigration

Note: This award will be made by category. Respondent's may be awarded in multiple categories, however if you do not clearly indicate your expertise, you may only qualify for the 'General' category. In addition, if you do not clearly indicate which categories (or areas) you are responding to, you may only be evaluated on and awarded in the general category.

2. Other information you deem pertinent to demonstrating qualifications to perform the services being requested.

5.4.3. Staffing

1. Provide a primary attorney who will be representing the universities and applicable resume. In addition, provide names and resumes of all attorneys who will be assigned to university accounts and under which specialty or service. Specialties or services will include, but are not limited to; General, Real Estate, Intellectual Property, Litigation, Workers Comp, Employee Benefits, Employee Law & Counseling, Employee Relations & Workplace Issues, Collective Bargaining, Immigration, etc.
2. Provide an organizational staffing plan for personnel who will perform the services outlined in this RFP including support staff. Also, provide availability and qualifications of possible substitute personnel if key personnel become unavailable.
3. Identify your firm's National Association of College & University Attorneys (NACUA) members, if any. List all professional associations, memberships and professional credentials and affiliations.
4. Describe philosophy of staffing. Please describe your firm's backup or succession procedures in the event one or more attorneys assigned to the University leaves the firm or is unable to perform services.
5. Provide your firm's availability (hours of operations, 'on call', etc.) and how services will be performed.
6. Have you or your firm represented any person or entity in any claim grievance or suit against any IPHEC member universities or any employee or student in the past five years? If so, please describe.

5.5. Subcontracting:

5.5.1. Subcontracting is allowed is not allowed.
 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.

5.6.2 The maximum percentage allowed to be provided by a subcontractor is _____%.

5.6.3 Will subcontractors be utilized? Yes No
 If "Yes", identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.

Subcontractor Name: _____
 BEP, Veterans, or Small Business certification # (if applicable): _____
 Address: _____
 Description of work: _____

Subcontractor Name: _____
 BEP, Veterans, or Small Business certification # (if applicable): _____
 Address: _____
 Description of work: _____

All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

5.6.4 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.

5.7 Location Where Services are to be Performed:

5.7.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.

5.7.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.

5.7.3 Location where services will be performed: _____
 Percentage of services performed at this location: _____

5.8 Term:

5.8.1 Any contract resulting from this solicitation will have an initial term of 5 years through December 31, 2024. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.

5.8.2 In no event will the total term of the resulting contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

5.8.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

5.9 Renewal:

5.9.1 The resulting contract will will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

5.9.2 The University reserves the right to renew for a total of one (1), five (5) year renewal term.

5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.

5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.

5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor's option.

5.10 Termination for Cause: The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.

5.11 Termination for Convenience: The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.

6. Pricing

6.1 Pricing Offer: Attach additional pages if the specified pricing format requires additional pages.

All price and cost information requested in this solicitation should be provided by the Respondent. While price is a factor in the evaluation of responses received, the relevant importance of price may vary based on the nature of the purchase and the related significance of other criteria as may be expressed elsewhere in this solicitation. In evaluating price, IPHEC may give consideration to all cost factors relevant to determine the total final cost to member institutions. IPHEC will be the sole determinant of the relevant and appropriate cost factors to be used in evaluating any Base or Alternate officers and/or Options.

Price shall not be increased should vendor experience an increase in wage rates, materials, equipment, or in any other of Vendor’s costs, or should Vendor be compelled to pay premium wages for overtime work prior to completion of Vendor’s work under the resulting contract.

Participating universities may have a need to negotiate flat rate agreements. This will be separate from the pricing below and negotiated and evaluated separate from this agreement.

Unless agreed upon in writing by the University, the University will not reimburse for overhead expenses including costs of secretarial services, overtime meals and transportation, word processing, local telephone calls, facsimile transmissions, standard office supplies, and the purchase of equipment or software. If the University agrees, in writing, to reimburse the awarded vendor all travel-related expenses shall be reimbursed at the then current rates payable to the State of Illinois employees

6.1.1 Professional Fees: Indicate in the table below the hourly rate you will charge for the professional services proposed, per category. If there are other criteria for your rates, please list those, in detail.

Do not leave a table blank. If you are not responding to a specific category, please note this by filling in the appropriate table with “N/A”.

NOTE: Respondent’s will be evaluated in each specific category they are responding to. These will be evaluated independent from each other and a Respondent will not be penalized for not responding to a specific category.

CATEGORY: GENERAL	HOURLY RATE
PARTNERS	\$
ASSOCIATES	\$
PARALEGALS	\$
NURSE PARALEGALS	\$
CLERKS	\$
Other (Identify):	\$

CATEGORY: COMMERCIAL LITIGATION	HOURLY RATE
PARTNERS	\$
ASSOCIATES	\$
PARALEGALS	\$
NURSE PARALEGALS	\$
CLERKS	\$
Other (Identify):	\$

CATEGORY: REAL ESTATE	HOURLY RATE
PARTNERS	\$
ASSOCIATES	\$
PARALEGALS	\$
NURSE PARALEGALS	\$
CLERKS	\$
Other (Identify):	\$

CATEGORY: WORKERS COMP	HOURLY RATE
PARTNERS	\$
ASSOCIATES	\$
PARALEGALS	\$
NURSE PARALEGALS	\$
CLERKS	\$
Other (Identify):	\$

CATEGORY: IMMIGRATION	HOURLY RATE
PARTNERS	\$
ASSOCIATES	\$
PARALEGALS	\$
NURSE PARALEGALS	\$
CLERKS	\$
Other (Identify):	\$

6.1.2 **Transactional Price:** Provide costs by transaction for specific immigration application such as preparation and filing of PERM applications: preparation, filing, and prosecution of legal permanent residence petitions; and preparation, filing prosecution and maintenance of immigrant visas.

6.1.3 **Renewals:**

6.1.3.1 If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the University formula is shown below, Vendor shall calculate renewal rates using that formula.

IPHEC expects that the renewal option, January 1, 2026 through December 31, 2030, prices will remain firm. Should your firm propose a price increase, it should not exceed the CPI for the previous 12 months.

6.2 **Type of Pricing:** Pricing under the resulting contract will be firm estimated \$_____

6.3 **Discount:** The University may receive a _____% discount for payment within _____ days of receipt of correct invoice.

6.4 **Invoicing:**

- 6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).
 - 6.4.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University.
 - 6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.
- 6.5 Taxes:** Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.

6.6 Subcontracting:

Subcontractor Name: _____
BEP, Veterans, or Small Business certification # (if applicable): _____
Anticipated / Estimated Amount to be Paid: _____
Address: _____
Description of work: _____

7. Standard Terms and Conditions

7.1 Payment Terms and Conditions

- 7.1.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices shall have no force or effect.
- 7.1.2 Minority Contractor Initiative: The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more, other than statewide master contracts, is required to pay a fee of \$15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.
- 7.1.3 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.
- 7.1.4 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.
- 7.1.5 Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 Ill. Adm. Code 4.2005(w))
- 7.1.6 Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

- 7.2 Assignment and Subcontracting:** Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive

pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

- 7.3 Audit / Retention of Records:** Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records (30 ILCS 500/20-65).
- 7.4 Time is of the Essence:** Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- 7.5 No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7.6 Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 7.7 Confidential Information:** Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 7.8 Freedom of Information Act:** This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)
- 7.9 Use and Ownership:** All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.
- 7.10 Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 7.11 Insurance:** Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 7.12 Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University.
- 7.13 Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.
- 7.14 Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- 7.15 Applicable Law:** Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does

not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

- 7.16 Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.
- 7.17 Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
- 7.18 Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.
- 7.19 Notices:** Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 7.20 Modifications and Survival:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 7.21 Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 7.22 Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 7.23 Warranties for Supplies and Services**
- 7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

7.23.2 Vendor shall insure that all manufacturers' warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University's payment, acceptance, inspection, or failure to inspect the supplies.

7.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

7.23.4 Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

7.24 Reporting:

7.24.1 Vendor shall immediately notify the University of any event that may have a material impact on Vendor's ability to perform the contract.

7.24.2 By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

8. Supplemental Terms and Conditions

8.1 University Supplemental Terms and Conditions:

- University Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)
- University Specific Terms and Conditions
- Other (describe)_____

8.2 Vendor Supplemental Terms and Conditions:

This is supplemental information that supports a vendor’s response (e.g. a vendor’s licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed in Section 9.

9. Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor’s response.

9.1 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Vendor agrees with the terms and conditions set forth in the solicitation, including the standard terms and conditions, University supplemental provisions, certifications, and disclosures, with the following exceptions:

Page # / Section / Subsection #	State the exception such as “add,” “replace,” and / or “delete.”

9.2 CONFIDENTIAL INFORMATION

You must include a redacted copy of your response.

Page # / Section / Subsection #	State the information being claimed as confidential and the statutory basis for each claim. Include supporting information.

10. References

References are are not requested.

If requested, provide references according to the instructions below. All references must be established firms or government agencies other than the procuring University that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation. These references will be contacted.

Number of Reference: *three (3) references are requested. You may provide additional references to ensure that three (3) can be contacted and responses provided.*

1. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
2. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
3. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:
4. Firm / Government / University (name):
 Contact Person (name, email address, address, and phone):
 Date of Supplies / Services Provided:
 Type of Supplies / Services Provided:

11. Form A or B**STOP - Please read the following instructions carefully.**

If you **ARE NOT registered** in the Illinois Procurement Gateway (IPG) and **do not have** an active IPG Registration Number with an unexpired date, **you must complete and attach Form A** which can be found at: <https://www2.illinois.gov/sites/cpo-he/Documents/Form%20A.docx>.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.vendorreg.com>) and search the "IPG Registered Vendor Directory".

If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND you must submit FORM A with your solicitation response.

If you **ARE registered** in the Illinois Procurement Gateway and **have** an active unexpired IPG registration number, **you must complete and attach Form B** which can be found at: <https://www2.illinois.gov/sites/cpo-he/Documents/Form%20B.docx>.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

END OF DOCUMENT