

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

Office of Business and Financial Services

Purchasing Division

Request for Proposal

No. RFP MJH200

Telephone Answering Services

PROPOSAL DUE DATE: Wednesday, April 23, 2008

PROPOSAL DUE TIME: 3:00 p.m.

NOTE: Proposer must complete the enclosed Appendix 4: Respondent Disclosure of Financial Interests. Failure to complete and return this form with Proposer's response may result in its being considered non-responsive to this solicitation.

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

Laura Lee Landmeier
Director of Physician Practice
University of Illinois at Chicago
Department of Family Medicine
722 West Maxwell Street, M/C 397
2nd Floor
Chicago, Illinois 60612
Ph: 1-(312)-355-4353
Fax: 1-(312)-996-5181
Email: landmei@uic.edu

Questions regarding general proposal procedures should be directed to:

Send or deliver Proposal to:

Mike Hallahan, MBA, CPPB
Senior Contract Coordinator
Purchasing Division/Contracts
University of Illinois at Chicago
Suite 310 MB (M/C 560)
809 South Marshfield
Chicago, Illinois 60612-7203
Ph: (312) 996-2432
Fax: (312) 996-3135
Email: hallahan@uillinois.edu

University of Illinois at Chicago
Office of Business and Financial Services
Purchasing Division, M/C 560
809 South Marshfield Avenue, Room 310
Chicago, Illinois 60612

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INFORMATION FOR RESPONDENTS

1. INTRODUCTION

1.1. DESCRIPTION OF PROPOSAL

The Board of Trustees of the University of Illinois on behalf of the University of Illinois at Chicago, and its Department of Family Medicine (“the University”) is seeking Proposals from qualified firms (“Respondents”) to provide telephone answering services commencing July 1, 2008 through June 30, 2011 with the option to renew for two (2) additional one year periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds.

1.2. OVERVIEW

The Department of Family Medicine of the University of Illinois at Chicago (UIC) provides high quality, comprehensive health care for women and men of all ages, infants through adulthood. All our family physicians are board-certified and are active members of the faculty of the UIC College of Medicine. They are dedicated to the advancement of medical knowledge through education and research in addition to superior service to their patients.

2. CONTRACTUAL TERMS AND CONDITIONS

All terms and conditions of the Contract(s) resulting from this Request for Proposal (RFP) are provided in Appendix 3.

3. INSTRUCTIONS TO RESPONDENTS

3.1. AVAILABILITY OF DOCUMENTS

All State universities in Illinois publish their competitive bid, RFP, and other procurement notices, as well as award information, at:

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

Interested suppliers should note that, unless otherwise stated in the bid or RFP documents, there is no charge or fee to obtain a copy of or respond to documents posted for competitive solicitation. Suppliers intending to respond to any posted solicitation are encouraged to visit the web site above to insure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any amendments to them, available to suppliers after they have completed a simple registration process. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

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

3.2. CONTENTS OF PROPOSAL PACKAGE

To facilitate evaluation, submit the Proposal in three (3) 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 3.2.1, 3.2.2, and 3.2.3 below.

3.2.1. Technical Proposal

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

- a. Response to Appendix 1: Technical Requirements. This must include the appropriate signature in Appendix 1, Section 9.
- b. Completed and signed Forms A and B of Appendix 4: Respondent Disclosure of Financial Interests.
- c. Completed and signed Appendix 5: Illinois Public Higher Education Bidder Application Form.

3.2.2. Pricing Proposal

Submit **one (1) original** (clearly marked as “Original”) and **four (4) copies** of the completed and signed Pricing Proposal (Appendix 2) in a separate sealed envelope that is clearly marked with the RFP number and “Pricing Proposal.” The response to Pricing Proposal (Appendix 2) should include any supplemental or renewal option period pricing schedules.

3.2.3. Contract

Submit **two (2) originals** of the completed and signed Contract (Appendix 3).

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

3.3. SUBMISSION OF PROPOSAL PACKAGE

3.3.1. Delivery of Proposal Package

The Technical Proposal, the signed Contracts, 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 Respondent remains 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.

3.3.2. Addendum

Any addendum issued to Respondents prior to the Proposal opening date shall include an addendum acknowledgment section. Since all addenda become a part of the Proposal, all addenda 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 addendum acknowledgments may be grounds for rejection of the Proposal response.

3.3.3. 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 Respondent. All of the material will be considered as part of this RFP.

3.3.4. 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. A Respondent 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.

3.3.5. Illinois Department of Human Rights Number

All responses require an Illinois Department of Human Rights (IDHR) number or a statement by the Respondent that a PC-1 Employer Report Form has been submitted to the Department. Include the IDHR number in Appendix 5: Illinois Public Higher Education Bidder Application Form.

Note: If a Respondent received an IDHR number prior to July 1, 1998, the Respondent may be required to apply for a new number. Respondent is affected by this notice if the IDHR number is 89999-00-0 or lower. For more information, contact the IDHR, Public Contracts Unit, Suite 5-100, 100 West Randolph Street, Chicago, Illinois 60601, (312) 814-2431, or see the web sites below.

<http://www.state.il.us/dhr/index>

<http://www.state.il.us/cms>

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

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

Information about the Respondent's MAFBE status must be included in the Illinois Public Higher Education Bidder Application Form (Appendix 5) as part of the submission. The Respondent, if awarded a Contract, agrees to notify the University of Illinois of changes to its status as a minority, female or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

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

3.4. RFP INTERPRETATION

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

3.5. PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least one-hundred-twenty (120) days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm until written notice to the contrary is received from the Respondent, unless otherwise specified in this RFP.

3.6. USE OF SUBCONTRACTORS

If the Respondent intends to use subcontractors to perform any portion of the work described in this RFP, the Proposal must clearly identify those subcontractors. The Respondent's response must include a description of which portion(s) of the work will be subcontracted, the names and addresses of potential subcontractors and the expected amount of money each will receive under the Contract.

3.7. UNIFORMITY

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

3.8. RESPONDENT’S RESPONSIBILITY TO READ RFP

It is the Respondent’s responsibility to thoroughly examine and read the entire RFP document. Failure of a Respondent to acquaint itself fully with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

3.9. ERRORS AND OMISSIONS

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

3.10. CONFIDENTIALITY

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University. The Respondent 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.

3.11. RESPONDENT’S RESPONSIBILITY FOR SERVICES PROPOSED

It is understood and the Respondent hereby agrees that it shall be solely responsible for all services it proposes.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1. 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.

4.2. RESPONDENT QUALIFICATIONS

In addition to any qualifications expressed elsewhere in this RFP, the Respondent 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 Respondent must be financially solvent.

4.3. RESPONDENT PRESENTATIONS

The University reserves the right to, but is not obligated to, request and require that each Respondent 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 Respondent will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Respondent.

4.4. UNIVERSITY’S RIGHT TO INSPECT

The University reserves right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Respondent and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined that the Respondent 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.

4.5. PAYMENT TERMS

The University's normal payment terms are net thirty (30) days from completion of requested services or receipt of invoice whichever is later. Alternate payment terms need to be clearly stated in the response to this RFP.

4.6. 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 Respondent whose Proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this RFP.

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

4.6.1. Higher importance

- The Program Plan for performing the required services;
- The ability of the Respondent to perform the requested services and fulfill any reporting requirements as reflected by:
 - Technical training and education;
 - General experience;
 - Specific experience in providing the requested services;
 - Location; and
 - Customer Service.
- Qualifications and abilities of personnel proposed to be assigned to perform the services;
- Compliance with the RFP specifications;
- Pricing; and

4.6.2. Lesser importance

- The proposed equipment and facilities currently available to perform the requested services or demonstrated to be available at the time the requested services are required;
- Favorable recommendations from referenced clients where similar or like services are being or have been performed;
- Adequacy of financial resources; and
- Overall quality and completeness of response.

5. AWARD OF CONTRACT

The University will award the Contract to the Respondent(s) 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.

6. POST-PERFORMANCE REVIEW

Post-performance review of the successful Respondent in providing the required services will be conducted by the Department of Family Medicine. The successful Respondent's performance will be reviewed based specifically on the quality of the services provided. Department will determine adherence to requirements.

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Telephone Answering Services

APPENDIX 1: TECHNICAL REQUIREMENTS

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

1. SCOPE OF SERVICES

The Family Medicine Center is staffed by 14 faculty physicians, 18 residents and 3 family nurse practitioners with more than 38,000 annual visits. The telephone answering services shall provide 24-hour "live" answering service after business hours, on weekends and for emergency situations that may occur during the day for the Family Medicine clinic locations located at University Village on Maxwell Street and the Outpatient Care Center located on Taylor Street.

1.1. SERVICES TO BE PERFORMED

The successful Respondent (Contractor) is expected to, at a minimum, provide the following services:

- 1) Page and/or call physicians as directed;
- 2) Patch patients to physicians and vice versa as required;
- 3) Provide 24-hour bilingual services in Spanish/English;
- 4) Provide 24-hour on-site Supervisor;
- 5) Provide 24-hour coverage for on-call staff in case of emergency, e.g. loss of use of departmental office or loss of use of departmental phones (service staff would come into office to attend to all departmental calls);
- 6) Handle emergency calls while paging/patching to physician; It is the hospital's policy to keep the patient on the line while paging.
- 7) Ask and document responses to the following scripted questions:
 - a. Is this an urgent problem that you need to speak to a physician about now?
 - b. Who is your primary care physician?
 - c. What insurance do you have?
 - d. What clinic do you go to?
 - e. What is your date of birth?
 - f. If patient is not calling, what is patient's name?
 - g. Type of problem?
 - h. When was physician paged/called?
 - i. When did physician respond to call?
- 8) Provide Hearing Impaired (TTD)services/equipment and sufficient staff to handle such calls.
- 9) Fax daily reports of all calls from the previous day with detailed answers to questions.

- 10) Will possess computerized system that will record call times, relation of caller to the patient, insurance, telephone number to call, Primary Care Provider name, Primary Care Provider site, date of birth of patient, reason for call, name of on-call physician, and time on-call physician to page/call. A 1% penalty of the monthly bill will be assessed for lost data.
- 11) Will maintain records of information for:
 - a. Referred calls (non-urgent calls regarding appointments, lab results, etc.)
 - b. Hang up calls
- 12) Provide source copies of computerized documentation to:
 - a. Departmental fax on demand
 - b. Database management information via e-mail or bulletin board.
- 13) Follow policies and procedures when the on-call physician does not respond within the established time parameters.
- 14) Notify Department of Family Medicine of any difficult situations related to patient calls or Primary Care Provider calls (abusive, irate or unduly upset patient) by next day.

1.2. REPORTS AND OTHER DELIVERABLES

The Successful Respondent(Contractor) shall, at a minimum, provide the following reports and written documentation:

- 1) An electronic call log as required and kept for up to one year.
- 2) Provide a report on demand of the date, time, operator name, for whom, from whom and caller's number of all calls received.
- 3) Computerized tracking of departmental calls.
- 4) Monthly reports for volume and call time statistics.

2. PROGRAM PLAN

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

3. RESPONDENT'S QUALIFICATIONS AND OTHER REQUIRED INFORMATION

The successful Contractor must provide the following information:

- a. The name, address, telephone, fax number, and email address of the primary contact person of the company.

- b. 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:
 - Technical training and education;
 - General experience;
 - Specific experience with services being requested; and
 - Qualifications and abilities to perform the services being requested.
- c. An organizational staffing plan for the personnel who will perform the services outlined in this RFP.
- d. If applicable, the company's branch office addresses, telephone numbers, fax numbers, and email addresses of the contact persons, noting the branch office that would be used to provide the services outlined in this RFP.
- e. Three (3) references of current clients, including company name, address, telephone number, fax number, email address of primary contact, and type of services the company is performing for these clients. NOTE: Contractor certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.
- f. Three (3) recent references for contracts that were not renewed or were cancelled, if applicable, including company name, address, telephone number, fax number, email address of primary contact, and type of services the company was performing at the time of non-renewal or cancellation. NOTE: Contractor certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.
- g. 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.
- h. Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- i. Description of the informational or training sessions the successful Contractor shall conduct for the University employees being directly affected by the services being requested.
- j. Company shall provide proof of having more than seven (7) years experience in providing telephone answering services to a multi-site health care organization or family medicine center.
- k. Other information the successful Contractor deems pertinent to demonstrating its qualifications to perform the services being requested.

4. QUESTIONNAIRE

For purposes of evaluation, the Respondent shall answer the following questions:

- a. Does your company have more than 7 years of providing health care professional services to a facility similar to the Department of Family Medicine?

Yes _____ No _____

- b. Shall your employees be trained on Health Insurance Portability and Accountability Act (HIPAA) requirements?

Yes _____ No _____

- c. Shall you have your employee sign a standard attestation of confidentiality in order to receive calls from Department of Family Medicine patients?

Yes _____ No _____

- d. Shall employees be trained on Department of Family Medicine instructions prior to answering calls?

Yes _____ No _____

5. OUT-OF-STATE PREFERENCES

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

6. MAFBE

If the successful ContractorRespondent'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 amount proposed in response to RFP. The plan should also indicate the names of the minority, female and disabled businesses that will be used, the type of certification they have, and the agency certifying their status.

7. DELINQUENT PAYMENT OF DEBT

The successful Contractor certifies that it is not barred from being awarded a contract under Section 30 ILCS 500/50-11 (b) of the Illinois Procurement Code, as amended. Section 50-11 (b) prohibits any bidder from submitting a bid or entering into a contract with a State agency if that bidder knows that it is delinquent in the payment of any debt to the State, or the bidder certifies that it has entered into a deferred payment plan to pay off the debt. The successful Contractor further certifies that the University may declare any resulting award of this Bid/Request for Proposal (RFP) void if the certification completed pursuant to this subsection (b) is false.

8. CAMPUS OPTION TO PURCHASE

The successful Contractor should discuss its willingness to allow the other two campuses of the University of Illinois to purchase the offered services at the same prices, terms, and conditions offered in this RFP. If willing and the Proposal is considered the acceptable low offer, the Proposal will be distributed to the Directors of Purchasing at the other campuses for their consideration in purchasing the items or services offered, based on availability of funds and/or decision to exercise such option to purchase.

9. SIGNATURE

By signing this Proposal, the successful Contractor signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP. Any exceptions to terms, conditions and specifications must be clearly identified in a cover letter referencing the pertinent section, and in the same sequence, as it appears in this RFP.

The person signing below represents and warrants that he/she has authority to bind his/her company. Please complete all information.

Company name: _____

Address: _____

Telephone number: _____

Email address: _____

Signature: _____

Name: _____
Typed or printed name of individual signing Proposal

Date: _____

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APPENDIX 2: PRICING PROPOSAL

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This Appendix and successful Contractor's response shall be incorporated into the final Contract.

1. METHOD AND RATE OF PAYMENT

1.1. PRICE

<p>a. Enter the base monthly hourly rate for all services and materials as specified in this RFP.</p> <p>b. What is included in this rate?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>c. What is NOT included in this rate?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p>
<p>d. Enter the rate to patch a call</p>	<p>\$ _____</p>
<p>e. Enter the price per minute rate</p> <p>A unit is a minute broken into ____ incremental seconds. Billing for a minute is made up of ____ incremental seconds at a rate of \$____ per a ____th of a minute for a rate of \$____ per minute.</p>	<p>\$ _____</p>
<p>f. Enter the hourly rate for client data input</p>	<p>\$ _____</p>
<p>g. Enter the rate for "hang ups"</p>	<p>\$ _____</p>
<p>h. Enter the rate for "wrong numbers"</p>	<p>\$ _____</p>
<p>i. Enter the rate for "referred calls"</p>	<p>\$ _____</p>
<p>j. Enter the rate for electronic call log to be faxed</p>	<p>\$ _____</p>
<p>k. Enter the rate for searching old messages</p>	<p>\$ _____</p>

1. Enter the rate for toll calls and specify the area codes that are non-toll calls.	\$ _____

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

1.2. FLAT FEE (QUARTERLY RATE):

Please provide your flat fee/quarterly rate as an option to the University.

\$ _____

1.3. OPTIONAL PRICING:

Please provide any optional or alternate pricing model for the provision of services.

\$ _____

2. TRAVEL AND OTHER RELATED EXPENSES

There will be no travel or other related expenses allowed under this RFP. **The University will not allow any changes or expectations to this clause.**

Contractor understands and must follow this Travel & Other Related Expenses Clause.

Accepts _____

Does not accept _____

3. RENEWAL OPTIONS

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

	Do you offer a renewal option?	If renewal option is offered, will prices remain firm for the option period?	If prices will not remain firm for the option periods, indicate the maximum percent increase or decrease.
July 1, 2011 through June 30, 2012 (Renewal 1)	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	+ _____% or - _____%

	Do you offer a renewal option?	If renewal option is offered, will prices remain firm for the option period?	If prices will not remain firm for the option periods, indicate the maximum percent increase or decrease.
July 1, 2012 through June 30, 2013 (Renewal 2)	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	+ _____% or - _____%

If the University decides to exercise its right to renew the Contract, a revised price schedule will be included with the renewal. The revised price schedule will be based on the amounts stated in Appendix 2. **Error! Reference source not found.. Error! Reference source not found.**, adjusted for any increase or decrease as provided in Appendix 2.3. Renewal Options.

4. SIGNATURE

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

Company name: _____

Address: _____

Telephone number: _____

Email address: _____

Signature: _____

Name: _____

Typed or printed name of individual signing Proposal

Date: _____

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Appendix 3: Contract

UNIVERSITY OF ILLINOIS
Chicago • Springfield • Urbana-Champaign

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

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

ARTICLE 1. INTRODUCTION

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

ARTICLE 2. SCOPE OF SERVICES

Contractor shall provide the services set forth herein.

2.01 Services to Be Performed

Services to be performed incorporate Appendix 1 of Request for Proposal (RFP) MJH200 the Contractor's response to RFP MJH200, and any applicable addenda.

2.02 Reports and Other Deliverables

Services to be performed incorporate Appendix 1 of Request for Proposal (RFP) MJH200, the Contractor's response to RFP MJH200, and any applicable addenda.

ARTICLE 3. EFFECTIVE DATE AND DURATION OF CONTRACT

3.01 Term of Contract

The term of this Contract shall be from July 1, 2008 through June 30, 2011 or from the date of execution of this Contract, if later, and extending through June 30, 2011, unless terminated as provided herein, or extended by amendment.

3.02 Renewal Option

Any renewal options available under this Contract are indicated in RFP MJH200, the Contractor's response to RFP MJH200, and any applicable addenda.

ARTICLE 4. TERMINATION

4.01 Termination for Convenience

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

4.02 Termination for Cause

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

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

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

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

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

ARTICLE 5. NOTIFICATION

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

Notices to University shall be sent to:

Notices to Contractor shall be sent to:

Laura Lee Landmeier
Director of Physician Practice
University of Illinois at Chicago
Department of Family Medicine
722 West Maxwell Street, M/C 397
2nd Floor
Chicago, Illinois 60612

ARTICLE 6. UNIVERSITY ADMINISTRATION OF CONTRACT

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

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

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

University Contract Representative:
Laura Lee Landmeier

University Technical Representative
Laura Lee Landmeier

Director of Physician Practice
University of Illinois at Chicago
Department of Family Medicine
722 West Maxwell Street, M/C 397
2nd Floor
Chicago, Illinois 60612

Director of Physician Practice
University of Illinois at Chicago
Department of Family Medicine
722 West Maxwell Street, M/C 397
2nd Floor
Chicago, Illinois 60612

ARTICLE 7. 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.

ARTICLE 8. COMPENSATION

8.01 Rate of Compensation

The rate of compensation incorporates Appendix 2 of RFP MJH200, the Contractor's response to it, and any applicable addenda. Subject to Section 8.02 below, the Contractor shall receive compensation at the rate established in its response to RFP MJH200 for the period of this contract as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. The University will not reimburse any of Contractor's travel expenses at anytime while these services are being provided.

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

Notwithstanding anything herein to the contrary, the price terms and other provisions set forth in Contractor's most recent response to the University's request for a best and final offer shall supersede any and all previous pricing terms and proposals submitted by Contractor to University. A copy of Contractor's most recent best and final offer response shall be attached hereto and all price terms and other provisions therein shall be incorporated by reference herein and are deemed accepted by University.. In the event that Contractor has not provided a response to a request for a best and final offer, the price terms contained in Contractor's original response to RFP MJH200 shall control.

8.03 Maximum Price

The estimated maximum price for this Contract is the total compensation for the services specified plus reasonable allowable expenses as indicated in Contractor's response to RFP MJH200.

8.04 Method of Payment

The University agrees to pay the Contractor upon satisfactory completion of the services describe in RFP MJH200. Monthly payments are anticipated on being made to Contractor only upon satisfactory completion of services and upon the receipt of an itemized invoice. Payment(s) shall be made in accordance with the amounts specified in this Contract. The rate of payment will be based on the services provided at the rates proposed in Contractor's response to RFP MJH200. Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if the University fails to comply with the State Prompt Payment Act (30 Illinois Compiled Statutes 540/0.01).

The University may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as the University may deem necessary to protect the

University from loss on account of: a) Unsatisfactory work performed; b) Failure of the Contractor to make required payments to Subcontractors; c) Damage to University property or related liability; or d) Incomplete, inaccurate, or unauthorized billing.

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

8.05 Method of Billing

To receive payment, Contractor must submit an appropriately itemized invoice to University for services performed and allowable expenses incurred. Invoices are to be sent in duplicate to department. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice.

8.06 Increase in Wage Rates or in Materials or Equipment Costs

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. INSURANCE

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

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

Additional insurance requirements for this contract are checked below:

- | | | | |
|-------------------------------------|---|--------------|-----------------|
| <input checked="" type="checkbox"/> | Professional Liability – Specialty Errors and Omissions | \$ 1,000,000 | per claim |
| | | \$ 3,000,000 | in aggregate |
| <input type="checkbox"/> | Professional Liability – Medical Malpractice | \$ 1,000,000 | per claim |
| | | \$ 3,000,000 | in aggregate |
| <input type="checkbox"/> | Employee Dishonesty | \$ 150,000 | each occurrence |

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

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

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

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

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

ARTICLE 11. RIGHTS IN WORK PRODUCT

11.01 Rights in Work Product

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

- a. in no event shall Subject Work Product include any Pre-Existing Material; and
- b. Contractor shall have the right to include in its database all data obtained during the performance of services under this Agreement and to utilize such data in the conduct of

its business without any further consent from or payment to University.

11.02 Ownership Rights

Subject Work Product produced in the performance of this Contract shall be owned by University. Contractor represents that, to its knowledge, Subject Work Product shall be original and not infringing on any preexisting 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 Contractor owns various trademarks, copyrights, trade secrets and know how and 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.

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 Restrictive Markings

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

11.06 Administrative Confidential Information

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

11.07 Patents - Inventions

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

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

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

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

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

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

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

ARTICLE 12. HIPAA COMPLIANCE

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

12.01 Compliance with Privacy Requirements: Contractor agrees to:

1. Not use or further disclose Protected Health Information (PHI) other than as permitted or required by the Contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract;
3. Mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information by either party in violation of the requirements of this Contract;
4. Report to University any use or disclosure of the Protected Health Information not provided for by this Contract;
5. Ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from University, or created or received, by Contractor on behalf of University, agrees to the same restrictions and conditions that apply through this Amendment with respect to such information;
6. Provide access, upon request of University, and in the time and manner designated by University, to Protected Health Information in a Patient's file, as directed by University, to the Patient in order to meet the requirements under 45 CFR § 164.524;
7. Make any amendment(s) to Protected Health Information in a Patient's file that University directs or agrees to pursuant to 45 CFR § 164.526 at the request of University, and in the time and manner designated by University;
8. Make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from University, or created or received by Contractor on behalf

- of University, available to University, or upon request by University, available to the Secretary of the U.S. Department of Health and Human Services, in a time and manner designated by University or the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule;
9. Document such disclosures of Protected Health Information and information related to such disclosures as would be required to respond to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
 10. Provide to University or a Patient, in a time and manner designated by University, information to permit a response to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
 11. Allow University to control a response to a subpoena or any other discovery request or judicial or administrative order mandating that Contractor disclose Protected Health Information that University has made available to Contractor;
 12. Except as otherwise limited in this Contract, use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of University as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule;
 13. Upon termination of this Contract, for any reason, return or destroy all Protected Health Information received from University, or created or received by Contractor on behalf of University. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Data Destruction will be performed in conformity with the Press Ganey Data Destruction and De-Identification Policy, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Contractor shall provide proof or certification of destruction of the Protected Health Information;
 14. In the event that Contractor determines that returning or destroying the Protected Health Information to University is infeasible, Contractor shall provide University with notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the parties shall extend the protections of this Amendment to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the party maintains such Protected Health Information;
 15. Notwithstanding any other provision of this Contract, Contractor shall indemnify and hold harmless University and University's agents, servants and employees from any and all losses, damages and expenses which University may sustain or become liable for on account of Contractor or its subcontractors' breach of any of the terms and conditions of this HIPAA Article.

12.02 Security of Electronic Protected Health Information:

1. **Security Safeguards:** Contractor will implement appropriate administrative, physical and technical safeguards, as required by the Security Rule, which reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of University.
2. **Agents and Subcontractors:** Contractor will ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect that information
3. **Security Incidents:** Contractor will report to University any security incident of which it becomes aware.

4. **Access to Policies and Procedures:** Contractor will make its policies and procedures related to the implementation of security safeguards available to the Secretary of the Department of Health & Human Services for purposes of determining the University's compliance with the security standards.
5. **Compliance with Standard Transactions:** If Contractor conducts in whole or part Standard Transactions for or on behalf of University, Contractor will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Contractor will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of University that:
 1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 2. Adds any data elements or segments to the maximum defined data set;
 3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 4. Changes the meaning or intent of the Standard Transaction's implementation specification.

12.03 Information Safeguards:

Contractor will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulation § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Protected Health Information created or received for or from University. Contractor will document and keep these safeguards current.

12.04 Miscellaneous:

1. **Amendment:** Pursuant to the provisions of the Amendment Article in the body of the Contract, the Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary to comply with the requirements of the Privacy Rule, the Security Rule, the Transactions and Code Set Rule, any future Electronic Signature Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
2. **Survival:** The respective rights and obligations of both parties under this Paragraph of this Amendment shall survive the termination of this Article and the original Contract.
3. **Interpretation:** Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits both parties to comply with the applicable HIPAA regulation.
4. **Termination:** Notwithstanding, any other provision of this Contract, University may terminate this Contract immediately upon Contractor's failure to comply with any of the terms of this Article.

ARTICLE 13. CERTIFICATIONS BY CONTRACTOR

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

13.01 Delinquent Payments Certification

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

13.02 Employment Status

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

13.03 Anti-bribery

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

13.04 Loan Default

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

13.05 Convicted of Felony

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

13.06 Barred from Contracting

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

13.07 Drug Free Workplace

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

13.08 International Boycott

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

13.09 Non-Discrimination and Equal Employment Opportunity

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

13.10 Record Retention and Audits

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

13.11 State-Appropriated Funds

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

13.12 Exclusions Party List Certification

Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the Government Service Administration list of parties excluded from federal procurement and non-procurement programs and the Illinois Department of Public Aid Office of Inspector General list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate contract without penalty to University if Contractor becomes excluded during life of this Contract.

13.13 Labor Certification

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

13.14 Felony Certification

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

13.15 Environmental Certification

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

13.16 Child Labor Certification

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

13.17 Federal Funding

If this Contract is federally funded, Contractor certifies that:

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

ARTICLE 14. MEDICARE ACCESS TO BOOKS AND RECORDS

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

In the event Contractor subcontracts any or all of its duties under this Contract to another party and said Subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Contractor agrees that the Subcontract shall contain a clause requiring the Subcontractor to make available upon written request by the Secretary of Health & Human Services, the Comptroller General of the United States or any of their duly authorized representatives the Subcontract, books, documents and records of the Subcontractor that are necessary to verify the nature of the costs under Subcontract.

ARTICLE 15. ACCOUNT SETTLEMENT LEGAL ACTION

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

ARTICLE 16. TAX STATUS

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

ARTICLE 17. GENERAL PROVISIONS

17.01 Delinquent Payments Certification

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

17.02 Compliance with Laws

Contractor and/or its agents or employees agree to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. Contractor shall obtain (at its own expense)

from third parties, including state and local governments, all licenses and permissions necessary for the performance of the work.

17.03 Independent Contractor

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

17.04 Covenant Against Contingent Fees

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

17.05 Delay

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

17.06 Confidentiality

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

17.07 Use of Name

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

17.08 University's Right of Inspection

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

17.09 University's Right to Have Work Executed

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

17.10 Conflict of Interest

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

17.11 Discrepancies and Omissions

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

17.12 Parking

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

17.13 Governing Laws

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

17.14 Waiver

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

17.15 Assignment

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

17.16 Amendments

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

17.17 Entire Contract

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

APPROVAL AND EFFECTIVE DATE

This Contract shall not be binding until signed by all parties. The persons signing this contract represent

that they have authority to bind their respective parties.

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

Contractor

By: _____
Walter K. Knorr, Comptroller

Signed

Date: _____

Type or print name

Attest: _____
Michele M. Thompson, Secretary

Title

Date: _____

Request for Proposal

No. RFP MJH200

Telephone Answering Services

**APPENDIX 4: RESPONDENT DISCLOSURE OF FINANCIAL
INTERESTS**

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

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

Financial Interests and Potential Conflicts of Interests Disclosures

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

You can use this form in two ways:

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

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

STEP 1 – SELECT THE DOCUMENTATION YOU ARE SUBMITTING

▶ Publicly Traded Entities – Select one.

I have attached a copy of the corporate Form 10-K

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

▶ Privately Held Entities (with more than 400 shareholders)

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

▶ Privately Held Entities (with less than 400 shareholders)

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

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

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

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

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

Attach additional pages if needed.

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

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

**Type of Ownership/Distributable Income Code:

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

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

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

Name of Individual

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

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

▶ Current Contracts

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

No.

Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Contract Total
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▶ Pending Contracts or Proposals

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

No.

Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Est. Contract Total
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STEP 5 – SIGN FORM

Name of Vendor or Contracting Entity

Official authorized to sign on behalf of vendor:

Name	Title
Signature	Date

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

Request for Proposal

No. RFP MJH200

Telephone Answering Services

Appendix 5: Illinois Public Higher Education Bidder Application Form

Bidder Application Form

Illinois Public Higher Education (IPHE)

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

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

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

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

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

1. Legal name/address to which solicitations are to be mailed:	2. Address to which purchase orders are to be mailed, if different:
3. Address to which payment is to be mailed, if different:	4. Contact person: Phone number: 800 number: FAX number: E-mail:
5. If a division of a corporation, show name and address of parent company: State of incorporation _____	6. Years in business U.S. owned business: <input type="checkbox"/> Yes <input type="checkbox"/> No

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

- | | |
|--|--|
| <input type="checkbox"/> Individual
<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporation
<input type="checkbox"/> Not-for-Profit Corporation
<input type="checkbox"/> Medical Health Care Services Provider Corp. | <input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Government Entity
<input type="checkbox"/> Tax Exempt Organizations (IRC 501 (a) only)
<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Limited Liability Corporation |
|--|--|

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

FEIN _____ SSN _____

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

IDHR Contractor Registration Number _____ Exempt

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

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

Yes No If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

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

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

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

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

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

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

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

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

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

Manufacturing business – cannot employ more than 250 persons

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

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

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

- (B) Minority, Female, Person with Disability.** See 30 ILCS 575. To participate in this you must qualify under the following criteria and be certified by one of the following:
 - DCMS (Department of Central Management Services) Business Enterprise Program
 - CMBDC (Chicago Minority Business Development Council)
 - IDOT (Illinois Department of Transportation)
 - WBDC (Women's Business Development Center)

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

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

- (C) Not-for-profit, U.S. tax exempt agency for the disabled.** You must qualify under Section 501 of the Internal Revenue Code. See 30 ILCS 575/2A4.1.
- (D) State use – Not-for-profit agency for the severely handicapped.** Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

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

Name and Address	Percent Owned	Voting Percentage
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If applicant is a corporation, please complete both columns:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Judgments and claims – Are there any judgments, claims, or suits pending or outstanding against you or your organization that could affect the ability to complete any contract awarded?
 Yes No If yes, please explain:

22. Receivership – Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?
 Yes No If yes, please provide details:

23. Statutory qualifications – Are you or your organization disqualified, ineligible, suspended, or otherwise barred from receiving solicitations and/or awards from any State of Illinois university or agency or any agency of the Federal Government?
 Yes No If yes, please provide details:

24. I understand that:

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

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

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

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

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

Under penalty of perjury, I swear or affirm that:

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

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

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

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

Signature _____ Name (type or print) _____

Date _____ Title _____

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

Please check if you
are submitting a no bid.

Bid/RFP #MJH200

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