



## Car Rental Services

**This RFP is issued by The University of Iowa on behalf of the Big Ten Academic Alliance Purchasing Consortium (Consortium).**

**Questions relating to this RFP will be directed to the Lead Buyer at:**

Greg Snipes  
202 Plaza Centre One, Iowa City, IA 52242  
319-335-0403  
greg-snipes@uiowa.edu

**Important Deadlines:**

- January 30, 2023 ..... RFP Issuance Date
- February 8, 2023, 3:00 PM CST ..... Proposer Written Questions Due
- February 15, 2023 ..... Response Date for Written Questions provided to all Proposers
- March 3, 2023, 3:00 PM CST ..... Proposals Due
- April 3, 2023 ..... Anticipated Award Recommendation Date

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## **Section 1: Background**

Headquartered in the Midwest, the Big Ten Academic Alliance is the nation's preeminent model for effective collaboration among research universities. For more than half a century, these world-class institutions have advanced their academic missions, generated unique opportunities for students and faculty, and served the common good by sharing expertise, leveraging campus resources, and collaborating on innovative programs. Governed and funded by the Provosts of the member universities, Big Ten Academic Alliance mandates are coordinated by a staff from its Champaign, Illinois headquarters.

Consortium members engage in voluntary, sustained partnerships such as library collections and access collaborations; technology collaborations to build capacity at reduced costs; purchasing and licensing collaborations through economies of scale; leadership and development programs for faculty and staff; programs that allow students to take courses at other institutions; and study-abroad collaborations.

Under the auspices of the Big Ten Academic Alliance, procurement directors of member universities undertake collaborations focused on delivering cost savings across campuses through strategic sourcing initiatives, identifying strategies to handle emerging issues and implement best practices, and offers leadership and professional development opportunities. Collaborative purchasing initiatives are pursued for common supplies, equipment and services of mutual pricing, value added services and overall benefit to the member institutions.

Any agreement developed as a result of the above process is between the Consortium and the preferred supplier (Supplier). Any agreement developed in reference to the Master Collaborative Purchasing Agreement (MCPA) for a member institution and the Supplier shall be understood to be a subcontract to the MCPA. Addendums and amendments to the subcontracts shall take precedence to the subcontracts. The order of precedence shall be the addendums and amendments to the MCPA, the MCPA Agreement, Terms and Conditions (See Exhibit B), member institution subcontract addendums and amendments and Member institution subcontracts.

## **Section 2: Proposal Description**

The Consortium invites your company to respond to this RFP after which it intends to establish a Preferred Supplier MCPA for:

Vehicle rental services.

The MCPA will incorporate relevant terms and conditions of the RFP (see Exhibit B) and appropriate additional considerations from a Supplier's response. Participating institutions will then issue their own Member purchase order or notice of acceptance directly to the Preferred Supplier referencing the MCPA. Member Participants will purchase and pay for their own requirements under the terms and conditions of the MCPA and any special conditions referenced in individual orders conveyed.

Should an estimated agreement value be set, it is for informational purposes only, and may vary from actual use. Members reserve the right to buy more or less and they will accept no penalties for purchasing more or less than the estimated dollar amount.

Bidders have the option to extend their offer to Consortium Affiliated Institutions. A Bidder's response to this option will not be factored into the evaluation of their proposal.

## **Section 3: Statement of Needs and Evaluation Criteria**

### **3.1 Scope of Services**

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The preferred Supplier must be able to provide service and timely deliveries to all participating campuses. See Attachment B for a list of Participants and locations.

A Consortium RFP Team will be responsible for evaluating proposals based on the criteria and weighting factors identified below. They will make recommendations to the Consortium Procurement Directors for a Preferred Supplier award.

1. Demonstrated experience and expertise in providing car rental services, in particular for academic institutions.
2. Vehicle rental options, including:
  - a. Vehicle classes, up to and including 15-passenger vans
  - b. Trailor and heavy-duty truck rental options
  - c. Rental periods (e.g., daily, weekly, monthly, etc.)
  - d. One-way rentals
  - e. International options
  - f. Fleet overflow options
3. Discounts offered to Consortium students, faculty, and staff for business-related travel. This group (hereinafter referenced as “Qualified Individuals”) shall include, but not be limited to, the following:
  - a. Full-time faculty and staff
  - b. Part-time faculty and staff
  - c. Student employees
  - d. Graduate students who are employees
  - e. Registered student organizations
  - f. Students who are travelling on University-related business
  - g. Contractors and consultants on University-related business
  - h. Designated VIPs
4. Discounts offered for non-business-related travel.
  - a. Discounts should be available to all Qualified Individuals.
  - b. The Consortium would be interested in discounts also available to the following:
    - i. Retirees
    - ii. Spouses
    - iii. Student organizations or clubs
  - c. Discounts available to students
5. Assurance that the discount offered for a particular rental is the best available.
6. Pricing structure.
  - a. Rates by vehicle class (unlimited miles)
    - i. Price per mile if assessed
  - b. Refueling charges
    - i. Prepaid option
    - ii. Charge for vehicle returned with lower than required fuel level
  - c. Mileage rates
  - d. Rates by rental period
  - e. Charge for additional driver(s)
    - i. Number of additional drivers that may be added to a reservation
  - f. Collision damage waiver (CDW) coverage
  - g. Liability coverage

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- h. Additional surcharges
  - i. Surcharge for Qualified Individuals who are under twenty-four (24) years old should be waived
  - ii. Surcharges for specific cities or locations (e.g., airports)
  - iii. Surcharge application
    - 1. Any other surcharges must be clearly identified (e.g., toll pass device, etc.)
    - 2. Surcharges must be itemized and not lumped into daily rental rates
  - i. Other fees
- 7. Ordering process and system(s).
  - a. Information required at time of order
    - i. Account number is required
    - ii. Information and/or processes that may differ from the public ordering process
  - b. Systems/methods of placing orders
    - i. Walk-in
    - ii. Online
      - 1. Each University should be provided with its own dedicated microsite
    - iii. Phone
    - iv. Mobile app
  - c. Notice of maintenance
- 8. Rental pick-up process(es).
  - a. The vehicle must be able to be picked up by an individual designated by the Qualified Individual that made the reservation.
    - i. The designated individual must be listed as an additional driver.
  - b. Proof of identification requirements.
    - i. A University ID will be presented at time of pick-up.
    - ii. A pay stub or offer letter should **not** be required.
    - iii. When a designated individual picks the vehicle up, a state-issued ID and a copy of the reservation will be provided.
- 9. Payment methods.
  - a. Credit card
  - b. Purchase order
- 10. Reporting.
  - a. Quarterly reporting shall be provided.
  - b. Ad hoc reporting must be able to be provided on an as-requested basis.
- 11. Supplier information, including:
  - a. Legal name and (if applicable) 'doing business as' name, address, and contact information.
  - b. Organization structure, highlighting those individuals that would be involved in providing services to the Consortium.
    - i. Name, title, and contact information of the individual submitting the proposal.
    - ii. Name, title, and contact information of the individual that would be involved in the contracting process.
    - iii. Name, title, and contact information of the individual(s) that would be the dedicated rep(s) that would have a thorough understanding of the contract.
    - iv. Name, title, and contact information of the individuals for billing issues and/or customer service questions.

1. Reps should be assigned based on region.
- c. Fleet information including, but not limited to, size, age of vehicles, average miles driven, length between service, etc.
  - i. Electric and hybrid vehicles available, noting what portion of the total fleet they represent and what classes are available.
- d. Locations.
  - i. Those that would be participating in the contract and those that are non-participating.
  - ii. Franchises, noting if they will participate.
- e. Roadside assistance options and contact information.
- f. Staff.
- g. Preferred membership and/or club options.
  - i. Requirements.
  - ii. Benefits, in particular those available for designated VIPs.
- h. Technology roadmap and potential use for order placements, tracking vehicles, etc. (e.g., governors that limit speed).
- i. Value added opportunities (e.g., representative presence, customer service, etc.) that may not be requested herein but that would be available to the Consortium if Supplier is selected.
- j. References.

### **3.2 Member Institution Participation**

Once the Preferred Supplier has been established and the MCPA finalized, individual members will review the preferred Supplier's offer and determine their individual participation. If the Preferred Supplier's offer exceeds the requirements of their existing program (as judged by the individual member), the individual members may participate as an immediate transition of Suppliers. Participating member institutions will then communicate (i.e. inform staff, post on university web site, etc.) the offer as accepted and implemented from the MCPA to end-users as appropriate. Some Participants may have existing agreements now in place. As such, they will consider this program as their existing agreements expire. The Consortium will post the preferred Supplier's MCPA on its internal web site, which is password protected and only available to procurement staff at member institutions.

### **3.3 Pricing Schedule**

Vendors submitting proposals must complete and return the pricing schedule that is part of this RFP.

### **3.4 Orders**

There will be no minimum order charge assessed by the Preferred Supplier. The Preferred Supplier shall provide adequate toll free telephone access for order placement and customer service. Catalog search and web order processing is preferred by some member institutions. All terms and conditions of the Participant's order shall apply.

### **3.5 Electronic Commerce**

In order to maximize participation, the Supplier may need to conduct business via electronic commerce. Several Participants need an internet-based ordering system as well as procurement

(credit) card ordering capabilities. Electronic commerce requirements shall be communicated directly by the member to the Supplier.

**3.6 Deliveries [Intentionally Omitted]**

**3.7 Agreement on Terms and Conditions**

By virtue of submittal, the Supplier is attesting that all requirements, terms, and conditions have been read and understood. Unless the responding Supplier expressly and specifically provides otherwise in its written proposal, the proposal received in response to this RFP shall automatically be deemed to include the responding Supplier's agreement to all terms and conditions.

**3.8 Prior Year Usage and/or Estimated Volume**

Participating institutions that provide prior year usage and/or estimated volume expect similar volume to be purchased from the preferred Supplier. Should the Consortium RFP process result in higher prices or unacceptable service levels to a Participant institution, that member may remove its estimated volume and not participate with the preferred Supplier. In such an event, the following steps will occur prior to naming a preferred Supplier:

- The expected preferred Supplier will be informed that a member volume will no longer apply.
- The expected preferred Supplier will have the option of removing its offer (based upon the volume reduction) or continuing the offer to the remaining Participants.
- Should the expected preferred Supplier not continue the offer, the Consortium may then go to the Supplier with the second best offer, than the expected preferred Supplier and proceed with award.
- The above process will continue until a preferred Supplier is named and/or the v determines no preferred Supplier will be named.

**3.9 Proposal Evaluation Criteria**

Evaluation criteria in order of importance are:

1. Pricing (40%)
2. Vehicle Inventory and Rental Program (30%)
3. Qualifications, Experience, Reliability, and Reputation of the Supplier (20%)
4. Overall Bid Response and Value-Added Opportunities (10%)

**Section 4: Proposal Instructions and Conditions**

- 4.1** All questions and inquiries regarding this document will be submitted to the Lead Buyer.  
Questions regarding this RFP will be submitted as they occur. Questions will be accepted up to five (5) business days before the closing date on the RFP document. Responses to questions which involve a change, addition or deletion to this RFP will be issued by addendum to all parties recorded as having received the RFP.
- 4.2** The Consortium reserves the right to reject any or all proposals and, in particular any proposals not containing complete data requested. The Consortium reserves the right to waive any irregularity in any proposal received. Proposals will be submitted initially on your most favorable terms.
- 4.3** The Consortium will not pay for any information requested herein, nor is it liable for any costs incurred by the Supplier in responding to this request. All proposals submitted become the property of the Consortium; they will not be returned and may be subject to public records law.
- 4.4** Delivery of proposals is to be made by the timeline stated on the first page. Proposals will be addressed to the Lead Buyer identified on the cover sheet of this request.
- 4.5** A legally authorized representative(s) of the Supplier must sign the proposal.
- 4.6** Office hours for receipt of proposals are: Monday through Friday, 8 a.m. through 4 p.m. Eastern Time.
- 4.7** Vendors may withdraw their proposals prior to the closing time. Proposals received after the time set for receipt will not be considered. The proposal constitutes an offer by the Supplier, which shall remain open and irrevocable for a period of 90 days.
- 4.8** Proposals will be opened and reviewed at the convenience of the Consortium Lead Buyer. There is no public opening.
- 4.9** If requested, Suppliers must submit audited financial statements for the past two (2) years (or equivalent data, i.e. bank references) in order to demonstrate its financial capability to provide the required products and/or service.
- 4.10** Vendors may be required to provide samples of the materials they are proposing to furnish. All samples must be provided free of charge. If a Supplier deems it necessary to limit the number of samples that will be provided, such limitations will be indicated in the Supplier's response.
- 4.11** Vendors are required to provide at least three valid references, including current contact information.

**Section 5: Proposal Response**

Supplier's proposal responses must, at a minimum, address the items indicated in **Section 3.1 Scope of Services**.

The questions below and Supplier's responses to them must be included in the proposal submission.

1. What is the legal name of your entity?
2. If you are operating under a DBA, what is it?
3. What is the name, title, address, phone number, and email address of the authorized agent submitting the proposal?
4. Describe your company's capability of providing services as required in the Statement of Needs. Do not rely only on boilerplate marketing materials; speak very specifically to the scope detailed in the Statement of Needs.
5. Describe your company's capability of working with various Consortium Participants and their various campuses.
6. Describe in detail the process for engaging your firm for services from start to finish.
7. Describe how your firm will ensure whether requests are for business- or non-business-related travel, especially as it pertains to student rentals.
8. Describe in detail the process for addressing atypical reservations or issues, including cancellations, late notices, late arrivals, etc.
9. Describe typical challenges your firm has encountered working with higher ed institutions.
10. Describe your customer support/customer service, addressing at a minimum availability, responsiveness, warmth, and effectiveness.
11. Describe your data security safeguards and reputation for security, including firewall details.
12. Describe your accessibility protocols, including for online and mobile app systems.
13. Include a complete pricing schedule listing rates and fees for all potential service components, including, but not limited to, those included in the Statement of Needs. Please indicate how fees are calculated where applicable.
14. Specify whether your company is a certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Veteran Owned Small Business (VOSB/SDVOSB), or Small Business as defined by the SBA.
15. What other related services or issues should we consider if we offer a contract for the services desired?
16. Specify any intent to use another company or private individual as a subcontractor for any part or the whole of the services offered in response to this RFP. The Consortium reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of subcontracted work.
17. Can your company provide detailed savings reports looking at spend compared to what we would pay without the contract? For each Consortium Participant using the contract and overall for the Consortium.
18. Describe reporting options that are available, including structure, breakdowns (i.e., by Consortium and/or by Consortium Participant), and information that can be provided in each report option.



**OPTIONS**

The Affiliated Institution Option as indicated below will be included as part of the requested response.

**Option 1** *Affiliated Institution Option*

Bidders have the option to have their offer extended to affiliated institutions of the Consortium. In most cases, this will include other universities that have a common procurement relationship with one or more of the Member institutions.

1a) If you extend your offer to affiliated institutions of the Consortium, will your prices be the same?  YES  NO

1b) If your prices will not be the same for the affiliated institutions of the Consortium, what will be the percentage added to the Consortium price schedule?

\_\_\_\_\_ Added percentage

**The Current Affiliated Institutions of the Consortium are as follows:**

Member Institution	Affiliated Campus
University of Chicago	University of Chicago – Medical Center
University of Chicago	Argonne National Laboratory
University of Chicago	Fermi National Accelerator
University of Chicago	Marine Biological Laboratory
University of Illinois	Chicago State University
University of Illinois	Eastern Illinois University
University of Illinois	Governors State University
University of Illinois	Illinois State University
University of Illinois	Northeastern Illinois University
University of Illinois	Northern Illinois University
University of Illinois	Southern Illinois University - Carbondale
University of Illinois	Southern Illinois University - Edwardsville
University of Illinois	Southern Illinois University - School of Medicine
University of Illinois	Western Illinois University
Indiana University	Ball State University
Indiana University	Indiana State University
Indiana University	University of Southern Indiana
Indiana University	Vincennes University
Indiana University	Ivy Tech Comm College of Indiana – Bloomington
Indiana University	Ivy Tech Comm College of Indiana – Columbus
Indiana University	Ivy Tech Comm College of Indiana – East Central Muncie
Indiana University	Ivy Tech Comm College of Indiana – Evansville

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<b>Member Institution</b>	<b>Affiliated Campus</b>
Indiana University	Ivy Tech Comm College of Indiana – Ft. Wayne
Indiana University	Ivy Tech Comm College of Indiana – Indianapolis
Indiana University	Ivy Tech Comm College of Indiana – Kokomo
Indiana University	Ivy Tech Comm College of Indiana – Lafayette
Indiana University	Ivy Tech Comm College of Indiana – Madison
Indiana University	Ivy Tech Comm College of Indiana – Northcentral South Bend
Indiana University	Ivy Tech Comm College of Indiana – Northwest Gary
Indiana University	Ivy Tech Comm College of Indiana – Richmond/Connersville
Indiana University	Ivy Tech Comm College of Indiana – Sellersburg
Indiana University	Ivy Tech Comm College of Indiana – System
Ohio State University	Ohio State University – ATI/OARDC
Ohio State University	Ohio State University – Stone Lab
University of Iowa	Iowa State University
University of Iowa	University of Northern Iowa
University of Iowa	Iowa Braille and Sight Saving School
University of Maryland	Bowie State University
University of Maryland	Coppin State University
University of Maryland	Frostburg State University
University of Maryland	Salisbury University
University of Maryland	Towson University
University of Maryland	University of Baltimore
University of Maryland	University of Maryland, Baltimore
University of Maryland	University of Maryland, Baltimore County
University of Maryland	University of Maryland Eastern Shore
University of Maryland	University of Maryland University College
University of Maryland	University of Maryland Center for Environmental Science

**Exhibit A: Non-Collusive Certificate**

By submission of this request, each Supplier and each person signing on behalf of any Supplier certifies, and in the case of a joint submittal, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his / her knowledge and belief:

1. The content of this RFP response has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service or cost with any other participant or with any competitor;
2. No attempt has been made or will be made by the Supplier to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and;
3. No employee, agent or Supplier of the Consortium has received or will receive any payment or any other form of compensation from the Supplier as a result of selection as the preferred Supplier;
4. Supplier warrants that, to the best of Suppliers' knowledge, there exists no actual or potential conflict between Supplier and the Consortium. In the event of change in either Supplier's private interests or the products provided under any agreement, Supplier will inform the Consortium regarding possible conflict of interest which may arise as a result of the change. Supplier also affirms that to the best of the Supplier's knowledge, there exists no actual or potential conflict between Supplier and any Consortium employee. The Supplier is required to sign the bid document where indicated, as part of the bid response.

Supplier's Corporate Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**RETURN THIS PAGE WITH OTHER REQUIRED INFORMATION**

**Exhibit B: Master Collaborative Purchasing Agreement**

This Master Collaborative Purchasing Agreement (hereinafter referenced as the "Agreement") is made to be effective as of August 1, 2023 (the "Effective Date") by and between Supplier, a \_\_\_\_\_ company with offices located at \_\_\_\_\_ (hereinafter referenced as "Supplier"), and the Big Ten Academic Alliance, an Illinois not for profit corporation, with offices located at 1819 S. Neil Street, Suite D, Champaign, IL 61820 (hereinafter referenced as "Consortium").

**I. Mutual Understanding of Governing Principles**

- A. There will be no minimum purchase obligations under this Agreement for any Participants or Affiliates list in Attachment C (hereinafter referenced as "Participant").
- B. Both parties agree that this Agreement (along with its Attachments) will set forth the entire understanding of the parties regarding the consortium award. Any previous offers by Supplier to Consortium as part of the RFP process are null and void if not contained in this document either specifically or by reference.

**II. Scope**

- A. This Agreement shall apply to Consortium Participants, their divisions, subsidiaries and affiliates and Supplier as defined in Attachment C. Once such Participants execute a Letter of Intent, they will be eligible to participate under this Agreement. Any new Participants that are added during the course of this Agreement must be mutually approved by the parties in writing in order to be eligible to utilize this Agreement.
- B. This Agreement does not constitute a purchase order. Purchases under this Agreement shall be made with Purchase Orders issued by individual Participants.
- C. In performing under this Agreement, Supplier will comply with all applicable federal, state and local laws.

**III. Term and Termination**

- A. This Agreement shall commence on August 1, 2023 and terminate on July 31, 2026, unless otherwise renewed or terminated as provided herein.
- B. Each party reserves the right to terminate this Agreement in its entirety upon ninety (90) days prior written notice, without penalty.
- C. This Agreement may be extended for three (3) additional one (1) year terms for up to a total contract term of six (6) years upon mutual written agreement of the parties.

**IV. Pricing**

- A. The prices and/or pricing formula for the goods listed on Attachment A shall be applicable to all purchase orders issued by Participants under this Agreement. At the time of reservation, Supplier shall compare contract rates with rates available within Supplier's system and shall charge the lowest applicable rate.

- B. Supplier warrants it will maintain discounted percentages for the goods listed in Attachment A, and that any additional continuing discounts offered to any Participant will be made available to all of the Consortium Participants who operate in the same manner, irrespective of purchase volume. This requirement does not apply to single purchases that are based on \_\_\_\_\_ quotations, or to goods specifically priced to the individual Participant by Manufacturer contract.
- C. Supplier shall provide, on a semi-annual annual basis, an updated electronic copy of Attachment A. The pricing detailed in Attachment A shall be firm for a period of 6 months. Pricing shall be subject to the terms and conditions of this Agreement. Any preprinted terms and conditions which may appear on a pricing document and conflict with this Agreement shall be of no consequence.
- D. Supplier has the ability to implement additional pricing or discounts for each Participant as agreed with the individual Participant. Due to specific operating logistics, this pricing may not be implemented for all Participants; however, any additional continuing discounts offered to any Participant will be made available to all of the Participants who operate in the same manner, irrespective of purchase volume. This requirement does not apply to single purchases that are based on single purchase quotations.
- E. Intentionally omitted.

**V. Purchase Orders/Invoice**

- A. Purchase Orders will be issued by individual Participant locations and subject to the Conditions of this Agreement. Terms and conditions presented on invoices, purchase orders, packing slips and/or quotations are waived in favor of the terms of this Agreement.
- B. Invoices are to be submitted by Supplier to the Participant's location indicated on Purchase Order. Invoices will reference the Participant's Purchase Order number and will contain such other information as Participant may reasonably request.
- C. The invoice payment terms for purchase orders placed hereunder shall be net thirty (30) days and 2 percent prompt payment discount.

**VI. Shipping Terms [Intentionally Omitted]**

**VII. On-Site Services [Intentionally Omitted]**

**VIII. Review Meetings**

Review meetings may be held periodically to mutually evaluate the overall performance of each of the parties and the status of continuous improvement projects.

**IX. Product Recall**

In the event that any of the goods are found by Supplier, Consortium, or any governmental agency or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, Supplier will promptly communicate all relevant facts to Consortium and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that Consortium shall cooperate with and assist Supplier in any such filing and collective action, and provided that nothing contained in this section shall preclude Consortium from taking such action as may be required of it under any such law or regulation. Supplier shall perform all necessary repairs or modifications at its sole expense except to any extent that Supplier and Consortium shall agree to the performance of such repairs by Consortium upon mutually acceptable terms.

**X. Work on Other Party's Premises**

- A. If either party's work under this Agreement involves operations by such working party on the premises of the other party or one of its customers, such working party shall take all necessary precautions to prevent injury to person or property during the progress of work and, except to the extent such is due to the negligence of the other party, shall indemnify the other party, its successors, assigns, agents, and users of its goods against all loss which may result in any way from any act or omission of the working party, its agents, employees, or subcontractors, and the working party shall maintain such public liability, property damage, and employee's liability and compensation insurance as will protect the other party from said risks and from any claims under any applicable worker's compensation and occupational health acts and similar statutes or regulations.
- B. Supplier agrees to use reasonable care in the hiring of sales/service representatives. Substitution of employees will be the right of Supplier provided that Supplier will ensure that in providing services Supplier remains in compliance with the terms of this Agreement. Employee's whose performance is unsatisfactory to Consortium shall be first counseled by Supplier, and Supplier shall take all necessary corrective action. If after such counseling Consortium continues to reasonably experience dissatisfaction as referenced in writing by the "Notices" Consortium representatives under this Agreement, Consortium may request removal of Supplier's employee with written notice of three (3) days. Upon receipt of such request, Supplier shall immediately remove the employee and replace the employee with a person of suitable expertise subject to the requirements set forth above.
- C. Supplier will not charge for time in transit for on-site services and will provide a not-to-exceed rate for expenses. All expenses are to be billed in accordance with individual institutional travel policies which will be provided as supplemental information between the school and supplier.

**X. Subject Headings**

The subject headings on this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

**XI. Notices**

All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or certified mail, postage prepaid addressed to Supplier or to Consortium at the addresses as follows:

**Consortium:**

Julie Sweet  
Director, Operations  
Big Ten Academic Alliance  
1819 S. Neil St., Suite D  
Champaign, IL 61820  
Phone: (217) 333-5383  
Fax: (217) 244-7127

**Supplier Contact:**

[Name]  
[Title]  
[Supplier Name]  
[Street Address]  
[City, ST, Zip]  
Phone: [(###) ###-####]  
Fax: [(###) ###-####]

**XI. General Terms and Conditions**

Except as may be modified by individual Participant and Supplier "Letter of Intent", the terms and conditions set forth in this Agreement shall apply to each purchase by any Participant. No other terms and conditions will apply to any purchase order by any Participant.

Terms and conditions for each Participant that are required to be made part of a purchase contract by virtue of Federal law; Participant state laws, or participant policies and procedures may be individually negotiated by Supplier and each Participant, and such terms and conditions be included in each Participant's Letter of Intent.

**XIII. General Provisions and Certifications for Government Contracts**

Attachment B to this Agreement contains clauses that are applicable to the Participants when their purchases have been funded through applicable government contracts, and such requirements are required to be flowed down to Supplier as a supply source being paid with such government funds.

To the extent such clauses are applicable to the business conducted by Supplier, Supplier agrees to abide by these same terms and conditions, but only to the extent that the Participant specifically sets forth the applicable clauses (or incorporates them by reference) in the purchase order such that Supplier has the opportunity to notify Participant if it cannot comply with a particular incorporated clause.

**XIV. Complete Agreement**

This Agreement (including all relevant Attachments) constitutes the entire agreement between the parties relative to the goods listed in Attachment A hereto, and supersedes and replaces all prior or contemporaneous agreements, written or oral, between the parties regarding such goods.

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**XV. Signatures**

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatory whose signatures appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

**SUPPLIER:**

**CONSORTIUM:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Keith A. Marshall

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Nathan Andridge

\_\_\_\_\_  
Printed Name

Chair, Procurement Directors and Sr. Dir.  
P2P Services at OSU

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT A**  
Pricing Schedule and Description of Goods/Services

[Specific to the individual agreement]

**ATTACHMENT B**  
Terms and Conditions

**1. Independent Contractor**

Supplier agrees that it is an Independent Contractor. Supplier understands that no relationship other than that of contracting parties is established by this Agreement, and further understands that this does not establish any employer-employee arrangement. Supplier agrees as an Independent Contractor to treat its assistants as its own employees and comply with tax requirements for Supplier and its assistants.

**2. Compliance with Laws**

Supplier warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment.

All services, including but not limited to delivery, provided to the Participants must comply fully with written safety requirements of each applicable Participant's state, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**3. Non-discriminatory Hiring Practices by Supplier**

Supplier shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, and Vietnam era veteran, physical or mental disability. Supplier shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, physical or mental disability except where it related to a bonafide occupational qualification.

**4. Compliance with Specifications**

Supplier warrants that all services provided under this Agreement shall conform to specifications or other descriptions provided.

**5. Patent Trademark and Copyright Infringement**

In the event that Supplier, the Participant or the Consortium learns of any issue relating to a potential Patent Trademark or Copyright infringement in any of the services provided, it will immediately advise the other party by the most expeditious means of communication.

**6. Insolvency**

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without Supplier's consent) of an assignee for the benefit of creditors, or of a receiver, the Consortium and/or Participant may cancel this Agreement.

**7. Assignments**

Neither Consortium nor Supplier shall assign this Agreement or any of its applicable rights or obligations hereunder, without the other party's prior written consent. Any purported assignment made without the other party's prior written consent shall be void and of no effect.

**8. Use of Name, Logos, etc. in Advertising**

Supplier agrees not to make reference to the Consortium, Participant in any advertising material of any kind without the expressed written permission of the party involved. With respect to the Participants, in such cases, prior written consent shall be provided by the authorized representative of the Participant purchasing department.

**9. Indemnification and Limitation of Liability**

Supplier agrees to indemnify the Consortium, the particular Participant affected and hold each of them harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) to the extent directly arising out of or connected with the work or services performed by Supplier, its agents, subcontractors, employees, officer and directors, within the scope of this Agreement, excepting such liability as may result from the acts of negligence of the applicable Participant or Consortium or their officers, agents, servants and employees. Supplier, at the written request of the Consortium or applicable Participant, as the case may be, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, to the extent indemnification is due pursuant to this Section, and if such claim or suit be against Consortium or the applicable Participant, or their respective officers, trustees, agents, servants, and employees.

**10. Insurance**

If service or other work is specified to be conducted on Consortium or a Participant's premises, Supplier and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of the Participant; (b) commercial general liability for bodily injury and/or property damage including products liability and completed operations in an amount of not less than \$1,000,000 combined single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 combined single limit, per occurrence.

If an individual Participants desires coverage in addition to the above limit, such Participant will negotiate directly with Supplier regarding such additional insurance coverage; provided that the parties acknowledge that additional insurance is not included in the prices set forth in this Agreement.

Supplier and/or its subcontractor(s) shall furnish to the Consortium or its Participant impacted by this subsection satisfactory proof of such insurance coverage prior to commencement of the work. Consortium and the impacted Participant, as the case may be, are to be added as additional insured with respect to their contractual rights hereunder.

**11. Tax Exempt Status**

Participants may be exempt from excise, state, local and use taxes for services rendered and equipment or parts supplied for this Agreement. If Participants provide a valid tax exempt certificate to Supplier, Supplier will not charge taxes, except as otherwise required by law.

**12. Certification of Products [Intentionally Omitted]**

**13. No Substitutions [Intentionally Omitted]**

**14. Packaging and Labeling [Intentionally Omitted]**

**15. Product Returns [Intentionally Omitted]**

**16. Hazardous Conditions**

In the event that Supplier or Consortium learns of any issue relating to a potential safety hazard or unsafe condition in any of the goods produced hereunder, or is advised of such by competent authorities of any government having jurisdiction over such goods, it will immediately advise the other party by the most expeditious means of communication. The parties shall cooperate in communication with the public and governmental agencies and in correcting any such condition that is found to exist.

**17. New and Replacement Services**

New services that become available during the course of the program may be added, at the request of the Consortium or a Participant, with all terms, conditions and pricing arrangements as negotiated and agreed to at the time of introduction.

Services that are direct replacements shall be provided at the same discounted rate as the prior service that was replaced.

**18. Order Fulfillment [Intentionally Omitted]**

**19. Consortium Acceptance of Offer**

Any notice of award or contract between the selected preferred vendor and the Consortium shall be executed by the Consortium Executive Director or designee.

**20. Participant Order Placement**

The Participant placing the order with Supplier shall alone be liable or responsible for payment for services provided.

**21. Development of Minority-owned, Women-owned, Handicap-owned, & Disadvantaged Businesses**

The Consortium is committed to encouraging the development of minority-owned, women-owned, handicap-owned, and otherwise disadvantaged businesses. Supplier agrees to use commercially reasonable efforts to explore subcontracting opportunities with minority-owned, women-owned, handicap-owned and otherwise disadvantaged businesses where appropriate. If Participants request a report, Supplier will provide such report indicating the number of subcontracting opportunities where disadvantaged businesses were utilized by Supplier. The report will be in a format mutually acceptable to Supplier and the individual Participant.

**22. Report of Sales**

Supplier will provide to Consortium a quarterly electronic report of the total dollar expenditures and relevant Administrative Fees generated by each Participant for goods or services provided under the Agreement in a manner mutually agreed upon. Supplier shall provide data requested by the Consortium so long as such information is readily retrievable from its sales database. Above referenced reports are to be filed with Consortium Purchasing Coordinator within 30 days of the end of quarters. Quarters shall end effective March 31, June 30, September 30, and December 31 of each year unless otherwise agreed.

**23. Annual Report**

When requested, Supplier will provide an annual electronic report of all services provided to Consortium Participant pursuant to the Agreement. Above referenced reports are to be filed with the Consortium Purchasing Coordinator within 30 days of Supplier's fiscal year unless otherwise agreed. The report format shall be as mutually agreed. Supplier shall provide data requested by the Consortium so long as such information is readily retrievable from its sales database.

**24. Client Relations**

In addition to providing services outlined herein, the preferred supply vendor or its distributor shall provide the following business services:

- A. A contract administrator, reasonably acceptable to the Consortium, able to act with full authority.
- B. An account representative(s) and several account service assistants with experience and knowledge of Background Check, I-9 Employment and E-Verify services

The contract administrator shall meet with the Consortium purchasing coordinator or designee annually to discuss performance. The account representative(s) shall meet with Participants as requested by the individual Participants. Initial customer service and order problem resolution will be accomplished at each Participant location.

**25. Administrative Fee [Intentionally Omitted]**

**26. Strict Compliance**

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

**27. Modification of Terms**

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by Consortium and Supplier, in writing with signatures of authorized representatives of all parties authorizing said modification.

**28. Separability**

In the event any provision of this Agreement or portion hereof, is held to be illegal, invalid or unenforceable, such provision or the portion thereof shall be deemed to be separate from all other provisions and all such other provisions shall remain in full force and effect.

**29. Force Majeure**

Neither party shall be liable for failure or delay in the performance of any obligation hereunder caused by:

- A. Acts of God (e.g. earthquake, flood, hurricane, typhoon and other natural disasters);
- B. Any civil disorder, war, insurrection, riot or interference by civil or military authorities;
- C. Damage or destruction of a party's facilities or those of its subcontractors or Suppliers that impact performance hereunder;
- D. Raw material shortage which significantly impacts the availability of such material;

In the event of a Force Majeure Event, the affected party shall give notice to the other party of the nature of the Force Majeure Event as soon as reasonably practicable after discovery of such Force Majeure Event. The affected party will be excused from performance during the existence of the Force Majeure Event; provided that the affected party will continue to perform its other obligations under this Agreement to the extent not impacted by the Force Majeure Event. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Force Majeure Event. Any acceptance or warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

Notwithstanding the extension of time, if the delay attributable to a Force Majeure Event remains in effect for a period in excess of ninety (90) days, either party may give written notice to the other party of termination of this Agreement. If the Force Majeure Event only relates to a single product or class/line of products, such termination will only apply to that product or class/line of products.

**30. Confidentiality**

The parties understand and agree that information concerning any of the information set forth herein (including all applicable exhibits) is confidential to each of them and shall, except as may otherwise be required by law, only be disclosed to third parties, in writing or orally, upon the specific prior written agreement of the parties, provided, however, that if any of such terms have become public information without the fault of the other party these terms shall no longer be treated as confidential by either party.

Supplier and Consortium agree that any information, whether written, oral, or in the form of diagrams, PowerPoint slides or photographs, furnished by either party to the other under this Agreement shall be deemed to be proprietary to the party furnishing such information and will be maintained in confidence by the party receiving such information.

In addition, the data and information which has been or may hereafter be furnished to Supplier by Consortium in connection with Supplier's services, therefore, is the property of Consortium, and has been furnished solely to enable Supplier to render service to Consortium.

**31. Governing Law**

This Agreement and any purchase orders placed by Participants hereunder as well as the relationship between the parties under it shall be governed by and construed in accordance with the law of the State of Illinois or the state of the ordering Participant.

**32. General Provisions and Certifications for Government Contracts**

Attachment E (Designation of Confidential and Proprietary Information) to this Agreement contains clauses that are applicable to the Participants when their purchases have been funded through applicable government contracts, and such requirements are required to be flowed down to Supplier as a supply source being paid with such government funds.

To the extent such clauses are applicable to the business conducted by Supplier, Supplier agrees to abide by these same terms and conditions, but only to the extent that the Participant specifically sets forth the applicable clauses (or incorporates them by reference) in the purchase order such that Supplier has the opportunity to notify Participant if it cannot comply with a particular incorporated clause.

**33. Complete Agreement**

This Agreement (including all relevant Attachments) constitutes the entire agreement between the parties relative to the services listed hereto, and supersedes and replaces all prior or contemporaneous agreements, written or oral, between the parties regarding such services.

**34. Survival of Rights of Parties**

The termination of this Agreement shall not release either party from any liability, obligation, or agreement which pursuant to any provision of this Agreement is to survive or be performed after such expiration or termination.

**35. Subject Headings**

The subject headings on this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

**36. Waivers and Amendments**

The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision. In addition, no terms or provisions of this Agreement may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such change, waiver, discharge, or termination is sought. As noted previously, no preprinted forms used by Consortium, Supplier or any Participant shall serve as an amendment of this Agreement.

**37. Invoice Audit**

Upon Consortium request, and within a mutually agreed upon timeframe, Supplier will provide sales data to demonstrate that prices paid for services received by Participants are in accordance with this Agreement and any additional terms/pricing that is specific to a Participant. If a sampling of transactions from Participant(s) demonstrates that the invoices are consistent with this Agreement, the sampling method will be sufficient. If issues are

identified, the transactions for review may be increased, and the Participant shall have the right to recover any overpaid amounts as a credit memo. The Consortium agrees that any pricing dispute for overcharge must be made within twelve (12) months of the invoice date. The form of this reporting shall be mutually agreed upon prior to the first request for pricing review.

### **38. Dispute Resolution**

If a disagreement arises between Supplier and an individual Participant related to the application of this Agreement (including the Participant's Letter of Intent), the aggrieved party shall have the right to submit a demand for corrective action through the following escalating process.

- A. The aggrieved party shall prepare a written statement of the desired corrective action to be taken,
  - 1) Citing the pertinent contractual basis for requesting the correction;
  - 2) Providing complete *documentation of the alleged failure to comply with the contract, and*
  - 3) Providing any additional information that may be required to help perfect their request.
- B. Such Statement shall be delivered to the Participant's Purchasing Director, or to Supplier's representative, as appropriate. The Supplier representative and the Purchasing Director will coordinate a meeting of their respective management teams to share the stated concerns and requested corrective actions. Those in position of authority to commit resources to resolve the dispute are to be present. These parties will work in good faith to resolve their dispute.
- C. Should dispute resolution not be achieved, either party may request that the current Chair and Vice Chair of the Big Ten Academic Alliance Procurement Directors Group and the Purchasing Coordinator review the request for corrective action. If any of the current officers are from the Participant engaged in the dispute, the most recent, prior officer will sit in place. The representatives and the appropriate management staff of each disputing party will meet to mutually discuss the disputed issues. The parties will act in good faith to resolve their issues. Should resolution not be achieved, the sole remedy with regard to this Agreement shall be termination of the use of this Agreement by the Participant and Supplier.
- D. The parties acknowledge that remedies may be sought by either Supplier or the Participant, independent of this Agreement.
- E. The parties also acknowledge that in the event a dispute is determined to be a breach of this Agreement, that action may be taken by either Supplier, or by the Consortium to seek remedies in conformance with this Agreement.

### **39. General Provisions and Certifications for Government Contracts:**



## BIG TEN ACADEMIC ALLIANCE REQUEST FOR PROPOSAL NO. 17958

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The following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term “Contractor” shall mean “Subcontractor”, “Seller” or “Supplier”, the term “Contract” or “Subcontract” shall mean “Purchase Order”, the term “Government” shall mean “Buyer” or “University” and the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”. It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the University under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the University, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller’s obligations to the University and the United States Government; and to enable the University to meet its obligations under its prime contract or subcontract.

All of the clauses hereby incorporated by reference may be found in the Federal Acquisition Regulations (FAR) and the DOD Federal Acquisition Regulation Supplement (DFARS). Copies of the Federal Acquisition Regulation and the DOD Federal Acquisition Regulation Supplement may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see <http://farsite.hill.af.mil/VFFARA.HTM> for more information.

### **FAR/DFARS CLAUSES:**

52.202-1	Definitions (Dec 2001)
52.204-2	Security Requirements (Aug 1996) (Alt. I)
52.215-16	Facilities Capital Cost of Money (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (when cost of money is not proposed)
52.227-10	Filing of Patent Applications – Classified Subject Matter (Apr 84)
52.232-8	Discount for Prompt Payment (May 1997)
52.232-25	Prompt Payment (Feb 2002)
52.233-3	Protest After Award (Aug 96) (Alt. I)
52.243-1	Changes – Fixed Price – Alt. II (Apr 84)
52.245-2	Government Property (Fixed Price Contracts) (Dec 89)
52.245-18	Special Test Equipment (Feb 93)
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 84)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 84)
52.251-1	Government Supply Sources (Apr 94)
52.253-1	Computer Generated Forms (Jan 91) March 27, 1997
252.225-7001	Buy American Act and Balance of Payments Program (Mar 1998)
252.225-7002	Qualifying Country Sources as Subcontractors (Dec 1991)
252.225-7007	Trade Agreements Act (Sep 2001)

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252.225-7009	Duty-Free Entry-Qualifying Country End Products and Supplies (Aug 2000)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 2000)
252.227-7013	Rights in Technical Data and Computer Software (Nov 1995)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 88)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.227-7039	Patents-Reporting of Subject Inventions (Apr 90)
252.251-7000	Ordering from Government Supply Sources (May 1995)

### **Applicable when fixed price is greater than \$2,500:**

52.222-3	Convict Labor (Aug 1996)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Dec 2001)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.232-23	Assignment of Claims (Jan 86)
52.232-23	Assignment of Claims (Jan 1986)

### **Applicable when fixed price is greater than \$10,000:**

52.222-20	Walsh-Healy Public Contracts Act (Dec 96)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-22	Previous Contracts & Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)

### **Applicable when fixed price is greater than \$25,000:**

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 95)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)
252.227-7036	Certification of Technical Data Conformity (May 87)
252.231-7000	Supplemental Cost Principles (Dec 91)
252.246-7000	Material Inspection and Receiving Report (Dec 91)

(Note: Not required for subcontracts for which the deliverable is a scientific or technical report.)

### **Applicable when price is greater than \$100,000:**

## BIG TEN ACADEMIC ALLIANCE REQUEST FOR PROPOSAL NO. 17958

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By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing positive assurance to the best of his or her knowledge and belief that on or after December 23, 1989:

- A. No federal appropriated funds have been paid or will be paid 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, 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 on his or her behalf in connection with the awarding of any resulting purchase order; and
- C. He or she will include the language in this assurance in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and provide disclosure accordingly.

Assurance and disclosure by submission of your signed proposal is a prerequisite for making or entering into any resulting purchase order imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

52.203-3	Gratuities (Apr 84)
52.203-5	Covenant Against Contingent Fees (Apr 84)
52.203-6	Restrictions on Sub-Contractor Sales to the Government (Jul 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.203-9	Procurement Integrity-Service Contracting (Sep 90)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.215-2	Audit and Records- Negotiation (Jun 1999) (Alt. II)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Sep 2000)
52.223-2	Clean Air and Water (Apr 84)
52.223-6	Drug-Free Workplace (Mar 2001)
52.227-1	Authorization and Consent (Jul 95)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 96)
52.242-13	Bankruptcy (Jul 1995)
52.244-5	Competition in Subcontracting (Dec 96)
52.246-2	Inspection of Supplies - Fixed Price (Aug 96)
52.246-4	Inspection of Services - Fixed Price (Aug 96)

## BIG TEN ACADEMIC ALLIANCE REQUEST FOR PROPOSAL NO. 17958

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52.246-24	Limitation of Liability-High Value Items (Feb 97)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Sep 96)
252.203-7000	Statutory Prohibitions on Compensation to Former Department of Defense Employees (Dec 91)
252.203-7001	Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Mar 99)
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 95)
252.233-7000	Certification of Claims and Requests for Adjustment or Relief (May 94)
252.242-7004	Material Management and Accounting System (Dec 2000)
252.247-7023	Transportation of Supplies by Sea (May 2002)

### **Applicable when fixed price is greater than \$500,000:**

52.219-9	Small Business Subcontracting Plan (Jan 2002)
52.219-16	Liquidated Damages- Subcontracting Plan (Jan 1999)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-5	Cost Accounting Standards - Educational Institutions (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.244-1	Subcontracts - Fixed Price Contracts (Feb 95)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 91)
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (Apr 96)
252.219-7005	Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities, and Minority Institutions (Nov 95)
252-249-7001	Notification of Substantial Impact on Employment (Dec 91)

### **Applicable when fixed price is greater than \$550,000:**

52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 97)
52.215-12	Subcontractor Cost or Pricing Data (Oct 97)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB) (Oct 1997)
252.215-7000	Pricing Adjustment (Dec 91)

### **Applicable when fixed price is greater than \$1,000,000:**

52.222-26	Equal Opportunity Preaward Clearance (Apr 2002)
52.243-7	Notification of Changes (Apr 84) (Note: Paragraph (b) - 30 days; paragraph (d) -60 days)

### **Applicable when fixed price is greater than \$5,000,000:**

252.203-7002	Display of DOD Hotline Poster (Dec 91)
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**ATTACHMENT C**

List of Participants

Participant names and locations are listed below. The list is not to be considered all-inclusive. Participants may have minimal additional locations that require service. Not all locations may elect to participate.

<b>Member Institution</b>	<b>Member Campus</b>
University of Chicago	University of Chicago
University of Illinois	University of Illinois at Urbana–Champaign
University of Illinois	University of Illinois at Chicago
University of Illinois	University of Illinois at Springfield
Indiana University	Indiana University - Bloomington
Indiana University	Indiana University - Indianapolis
Indiana University	Indiana University - Richmond
Indiana University	Indiana University - Kokomo
Indiana University	Indiana University - Gary
Indiana University	Indiana University - New Albany
Indiana University	Indiana University - South Bend
Indiana University	Indiana University - Fort Wayne
University of Iowa	University of Iowa - Iowa City
University of Maryland	University of Maryland - College Park
University of Michigan	University of Michigan - Ann Arbor
University of Michigan	University of Michigan - Dearborn
University of Michigan	University of Michigan - Flint
Michigan State University	Michigan State University - East Lansing
University of Minnesota	University of Minnesota - Minneapolis - St. Paul
University of Minnesota	University of Minnesota - Duluth
University of Minnesota	University of Minnesota - Morris
University of Minnesota	University of Minnesota - Crookston
University of Nebraska	University of Nebraska - Lincoln
University of Nebraska	University of Nebraska - Omaha
University of Nebraska	University of Nebraska - Kearney
University of Nebraska	University of Nebraska Medical School
Northwestern University	Northwestern University - Evanston
Northwestern University	Northwestern University - Chicago
Ohio State University	Ohio State University - Columbus
Ohio State University	Ohio State University - Marion
Ohio State University	Ohio State University - Lima
Ohio State University	Ohio State University - Mansfield

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<b>Member Institution</b>	<b>Member Campus</b>
Ohio State University	Ohio State University - Newark
Pennsylvania State University	Pennsylvania State University - University Park
Pennsylvania State University	Pennsylvania State University - Abington
Pennsylvania State University	Pennsylvania State University – Lehigh Valley
Pennsylvania State University	Pennsylvania State University - Altoona
Pennsylvania State University	Pennsylvania State University – Beaver
Pennsylvania State University	Pennsylvania State University - Hazleton
Pennsylvania State University	Pennsylvania State University – Berks
Pennsylvania State University	Pennsylvania State University – Brandywine
Pennsylvania State University	Pennsylvania State University - DuBois
Pennsylvania State University	Pennsylvania State University – Behrend
Pennsylvania State University	Pennsylvania State University – Fayette
Pennsylvania State University	Pennsylvania State University – Great Valley
Pennsylvania State University	Pennsylvania State University – Harrisburg
Pennsylvania State University	Pennsylvania State University - Hazleton
Pennsylvania State University	Pennsylvania State University - McKeesport
Pennsylvania State University	Pennsylvania State University - Hershey
Pennsylvania State University	Pennsylvania State University - Mont Alto
Pennsylvania State University	Pennsylvania State University - New Kensington
Pennsylvania State University	Pennsylvania State University - Schuylkill
Pennsylvania State University	Pennsylvania State University - Shenango
Pennsylvania State University	Pennsylvania State University – Wilks-Barre
Pennsylvania State University	Pennsylvania State University - Scranton
Pennsylvania State University	Pennsylvania State University – York
Pennsylvania State University	Pennsylvania College of Technology
Purdue University (IN)	Purdue University - West Lafayette
Purdue University (IN)	Purdue University - Hammond
Purdue University (IN)	Purdue University - Westville
Purdue University (IN)	Purdue University - Fort Wayne
Rutgers University (NJ)	Rutgers University - New Brunswick
Rutgers University (NJ)	Rutgers University - Camden
Rutgers University (NJ)	Rutgers University - Newark
University of Wisconsin	University of Wisconsin - Madison
University of Wisconsin	University of Wisconsin - Extension
University of Wisconsin	University of Wisconsin - Rock County
University of Wisconsin	University of Wisconsin - Whitewater
University of Wisconsin	University of Wisconsin - Parkside
University of Wisconsin	University of Wisconsin - Waukesha

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<b>Member Institution</b>	<b>Member Campus</b>
University of Wisconsin	University of Wisconsin - Milwaukee
University of Wisconsin	University of Wisconsin - Platteville
University of Wisconsin	University of Wisconsin - Richland
University of Wisconsin	University of Wisconsin - Baraboo
University of Wisconsin	University of Wisconsin - Washington County
University of Wisconsin	University of Wisconsin - Fond du Lac
University of Wisconsin	University of Wisconsin - Sheboygan
University of Wisconsin	University of Wisconsin - Manitowoc
University of Wisconsin	University of Wisconsin - Oshkosh
University of Wisconsin	University of Wisconsin - Fox Valley
University of Wisconsin	University of Wisconsin - La Crosse
University of Wisconsin	University of Wisconsin - Stevens Point
University of Wisconsin	University of Wisconsin - Green Bay
University of Wisconsin	University of Wisconsin - Marshfield/Wood County
University of Wisconsin	University of Wisconsin - Marinette County
University of Wisconsin	University of Wisconsin - Marathon County
University of Wisconsin	University of Wisconsin - Eau Claire
University of Wisconsin	University of Wisconsin - Stout
University of Wisconsin	University of Wisconsin - River Falls
University of Wisconsin	University of Wisconsin - Barron County
University of Wisconsin	University of Wisconsin - Superior

In addition to the forgoing, the affiliated institutions below will be participants:

<b>Member Institution</b>	<b>Affiliated Campus</b>
University of Chicago	University of Chicago – Medical Center
University of Chicago	Argonne National Laboratory
University of Chicago	Fermi National Accelerator
University of Chicago	Marine Biological Laboratory
University of Illinois	Chicago State University
University of Illinois	Eastern Illinois University
University of Illinois	Governors State University
University of Illinois	Illinois State University
University of Illinois	Northeastern Illinois University
University of Illinois	Northern Illinois University
University of Illinois	Southern Illinois University - Carbondale
University of Illinois	Southern Illinois University - Edwardsville

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<b>Member Institution</b>	<b>Affiliated Campus</b>
University of Illinois	Southern Illinois University - School of Medicine
University of Illinois	Western Illinois University
Indiana University	Ball State University
Indiana University	Indiana State University
Indiana University	University of Southern Indiana
Indiana University	Vincennes University
Indiana University	Ivy Tech Comm College of Indiana – Bloomington
Indiana University	Ivy Tech Comm College of Indiana – Columbus
Indiana University	Ivy Tech Comm College of Indiana – East Central Muncie
Indiana University	Ivy Tech Comm College of Indiana – Evansville
Indiana University	Ivy Tech Comm College of Indiana – Ft. Wayne
Indiana University	Ivy Tech Comm College of Indiana – Indianapolis
Indiana University	Ivy Tech Comm College of Indiana – Kokomo
Indiana University	Ivy Tech Comm College of Indiana – Lafayette
Indiana University	Ivy Tech Comm College of Indiana – Madison
Indiana University	Ivy Tech Comm College of Indiana – Northcentral South Bend
Indiana University	Ivy Tech Comm College of Indiana – Northwest Gary
Indiana University	Ivy Tech Comm College of Indiana – Richmond/Connersville
Indiana University	Ivy Tech Comm College of Indiana – Sellersburg
Indiana University	Ivy Tech Comm College of Indiana – System
Ohio State University	Ohio State University – ATI/OARDC
Ohio State University	Ohio State University – Stone Lab
University of Iowa	Iowa State University
University of Iowa	University of Northern Iowa
University of Iowa	Iowa Braille and Sight Saving School
University of Maryland	Bowie State University
University of Maryland	Coppin State University
University of Maryland	Frostburg State University
University of Maryland	Salisbury University
University of Maryland	Towson University
University of Maryland	University of Baltimore
University of Maryland	University of Maryland, Baltimore
University of Maryland	University of Maryland, Baltimore County
University of Maryland	University of Maryland Eastern Shore
University of Maryland	University of Maryland University College
University of Maryland	University of Maryland Center for Environmental Science



**ATTACHMENT D**  
Sample Letter of Intent

By executing this Letter of Intent , the Participant or Affiliate (hereinafter “Participant”) listed below hereby agrees to abide by all of the requirements, duties and obligations set forth in the Agreement between Supplier (“Supplier”) and Consortium, Master Agreement Number \_\_\_\_\_, effective as of \_\_\_\_\_ (the “Agreement”). Participant is qualified by virtue of being listed on Attachment C of the Agreement as either a Participant, or Affiliate Institution. Supplier and the Participant agree that all transactions conducted between the parties will be pursuant to the terms of the Agreement.

The Purpose of this Letter of Intent is to identify the applicability of the Agreement, and to further define any unique logistical arrangements, or additional terms and conditions agreed upon by both parties.

1. Participants may participate in the Agreement so long as they do not have any existing agreements currently in place with Supplier (including alternative state and local purchasing agreements). If there is an existing agreement in place with Supplier, by entering into this Group Designation Form, the Participant agrees that unless specifically excepted herein, the existing agreement is terminated with respect to the Participant and the Participant agrees to cease purchasing under the existing agreement as a condition to this Agreement.
2. Participant and Supplier may enter into agreements outside of the scope of the Agreement; provided however, such agreements will be in writing, and the terms and conditions of such agreements will stand alone and the terms and conditions of the Agreement are not applicable.
3. By signing below, Participant agrees that in issuing purchase orders under the Agreement, all transactions under the Agreement will be governed by the terms of the Agreement and not by any terms of any purchase order or invoice between Participant and Supplier.
  - a. Participant’s primary contact will be as follows:
  - b. Name:
  - c. Title:
  - d. Address:
  - e. Telephone:
  - f. Email:
4. Participant and Supplier agree to the following terms and conditions that are additionally required by law for Participant to legally contract for the goods and services provided in the Agreement:
5. Participant and Supplier agree to the following requirements for conducting electronic commerce:

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- 6. Participant and Supplier agree to the following unique operating arrangements necessary to service the Participant account(s):
- 7. This Letter of Intent and the Agreement sets forth the entire agreement between the parties as to the subject matter set forth herein.

Intending to be legally bound, the parties have executed this Agreement to be effective as of the date set forth above.

**ACCEPTED BY PARTICIPANT:**

**ACCEPTED BY SUPPLIER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT E**  
Proposal Responses

[Specific to the individual agreement]