

**SERVICE AGREEMENT  
PRINCETON LEADERSHIP SERVICES, LLC**

This Agreement to furnish services is by and between The Board of Trustees of the University of Illinois on behalf of its Division of Intercollegiate Athletics , a higher education corporation, (hereinafter called “the Client”) and Princeton Leadership Services LLC dba “Athlete Viewpoint” (hereinafter called “Contractor”) located at 315 Bradley Avenue, State College, PA 16801.

**I. SCOPE OF WORK**

A. The Contractor shall furnish to the Client the services as specifically set forth in Addendum A, attached hereto and incorporated herein “Athlete Viewpoint Program™”.

B. Contractor will survey each student athlete once annually for each team of which they are a member. An individual will be considered the member of a distinctive team if they have a different head coach for each team on which they participate. Additional surveys may be conducted for an additional fee negotiated as an addendum to the agreement. Contractor waives all claims for adjustment arising from Vendor’s performance outside the scope of Services without a written contract amendment.

C. Reports/Surveys:

The Contractor shall provide the following as described:

- 1) Summary of the state of the Client’s Department of Athletics based on survey response data via an easily understood summary analytics dashboard.
- 2) Comparative analysis within the institution by gender, class, race, team and NCAA Division with other demographic information considered.
- 3) Comparative analysis of Client survey data to other Universities in the data set provided there are enough additional universities, teams, or individuals to make identification of those other institutions unlikely.

D. Dashboard

Client will receive one license for “dashboard” access of their data. Dashboard will provide password protected data that presents a display of data and related information. Access is for one user. Should access for more than one Client user be desired, each additional password will result in a \$600.00 annual fee. Access credentials are transferrable if changes in responsibility for survey oversight occur.

E. Warranty

Vendor warrants that the Services (i) will be performed in a timely, competent, workmanlike and professional manner and (ii) will conform to the contract specifications, documentation and requirements and to applicable industry standards for quality.

**II. TERM OF AGREEMENT**

A. This contract shall not be binding until it is signed by both parties. The Effective Date of the contract shall be the last signature date appearing below. The period of performance for this Agreement shall be from effective date through 7/31/2020.

B. A party that defaults in performance or commits a material breach of this contract (“defaulting party”) shall have 10 days to cure the default or breach after receiving notice from the other party. The other party

may terminate this contract without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

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

### III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

Payment of \$5000 for 2017-18 winter and/or spring teams only, \$7000 for 2018-19 and \$8000 for 2019-20 will be made upon presentation of an invoice following execution of this agreement in accordance with agreed terms. Clients shall submit payment to the person named below. Payment for initial fees are due within thirty (30 days) of execution of this agreement. University will pay interest on approved bills that are not paid within the time period prescribed by the State Prompt Payment Act (30 ILCS 540). The rate of interest shall be the rate established in the Act on the date that payment becomes late within the meaning of the Act. Surveys and data will not be distributed to student athletes until payment is received unless otherwise agreed upon.

Checks should be made payable to:  
Princeton Leadership Services  
Attn: Jennifer Cross  
315 Bradley Avenue  
State College, PA 16801

Princeton Leadership Services is EIN # [REDACTED]

### IV. ASSIGNMENT OR SUBCONTRACTING

The Contractor may assign or transfer this Agreement and it will be binding upon and inure to the benefit of both parties and their successors and assigns. Nothing in this Agreement is intended nor will be deemed to confer any benefits on any third party.

### V. NECESSARY APPROVALS

All prior/necessary approvals have been secured either prior to or contemporaneously with the execution of this agreement.

### VI. INTELLECTUAL PROPERTY

Client owns and has all rights in and to all Reports and Surveys provided by Contractor to Client as indicated in Article I(C) 1 and 2 above. Contractor owns and has all rights in and to its Athlete Viewpoint Program™, including its survey instrument, library of questions and dashboard. Notwithstanding, Contractor grants Client shared use of the all survey material as requested for Client's own purposes.

### VII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

Client and Contractor are co-insureds as set forth in the attached Certificate of Insurance. To the extent Client is not covered by the existing policy, the Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys'

fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.

#### VIII. **ACCESS TO RECORDS**

- Contractor is considered owner of the institutional data.
- Client is considered owner of the institutional data.

Should the Client terminate this agreement after receiving a draft survey, the Client waives any right or interest in the draft survey and Client is responsible for payment of total contracted amount. Client waives and consents to the use of survey data for comparative analysis and waives any objection to the shared use of information in a de-identified format. All materials contained within Athlete Viewpoint are copyrighted.

#### VIV. **CONFIDENTIALITY**

The Contractor shall use his or her best efforts to keep confidential information provided by the Client and marked "Confidential Information," or any oral information conveyed to the Contractor by the Client and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. It is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Disclosures as required by law. However, Contractor shall notify Client in advance of such requests for release of information so as to allow the Client reasonable time to oppose or seek to quash such disclosures with the court if it desires.

#### X. **NON-WAIVER**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

#### XI. **NO THIRD-PARTY RIGHTS**

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

#### XII. **STANDARD FOR PERFORMANCE**

The parties acknowledge that the Client, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.

#### XIII. **INDEPENDENT CONTRACTOR**

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be

considered officers, employees, or agents of Client, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XVI. **AMENDMENTS**

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the Client.

XVII. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XVIII. **APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws rules.

XIX. **FERPA**

If information about University students will be disclosed by the University under this contract, FERPA applies. Information contained in education records provided by the University shall not be disclosed to any other party without the prior written consent of the subject student. Contractor acknowledges that certain information about the University's students is contained in records maintained by Contractor and that Contractor will protect these records in accordance with FERPA and University Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Should Contractor violate this provision of the Contract, University has the right to immediately terminate. In the event of such termination, University will pay for services rendered through the termination date after such breach by VENDOR. Email addresses and cell phone numbers are considered public directory information.

Each party and the individuals signing below on its behalf certify that this Agreement is intended to be a binding contract and that the signatories are authorized to act in the capacities indicated. In addition, Exhibit B is incorporated into and becomes a permanent part of the Agreement.

**THE BOARD OF TRUSTEES  
OF THE UNIVERSITY OF ILLINOIS**

**Contractor**

By:  \_\_\_\_\_

Avijit Ghosh, Interim Comptroller

By:  \_\_\_\_\_

Title: Co-owner

Bradley W Henson  
Director, Purchasing Office  
Date: 2018.04.13 13:53:22 -05'00'

Date: 4/4/18

## ADDENDUM A

Contractor will provide the following services to the Client “*Athlete Viewpoint Program*™”:

- 1) Discuss goals, objectives and areas of interest with Client designee for student athlete survey.
- 2) Provide draft survey instrument for Client review, comment and acceptance based on institutional goals, objectives and areas of interest. The Client retains the ability to exclude any question from being presented in the final survey. Client acknowledges the exclusion may limit comparative analysis with other institutions. Client may include specific questions that are not covered in the draft survey instrument but acknowledges comparative data with other institutions may not be possible for those specific questions.
- 3) Questions response choices (e.g. scales, etc.) are fixed and not subject to adjustment since changes to the scales can significantly affect the data collected. Interest in changing scale of question response can be considered only in a new question, but will limit comparability of data. Contractor  will  ~~will not~~ collect data about assistant coaches.
- 4) Subsequent to approval of survey instrument, the Client will provide the Contractor the email address and sport of each individual to be surveyed in a format specified by the Contractor. Once lists have been provided, on or about the preferred date selected by the Client, Contractor will send an electronic internet link to each student athlete being surveyed via email with instructions to complete the survey. Responses and non-responses will be tracked for the purpose of encouraging non-responders to complete the survey. Contractor will provide follow-up survey requests to non-responders as many times as mutually agreed upon with the Client.
- 5) Client will be permitted to survey each student athlete once annually for the team on which they participate. Student athletes may be surveyed more than once under terms to be agreed upon as an additional service and addendum to this agreement. Contractor makes no guarantees regarding response rate. Contractor will work closely with Client to strategize about and execute reasonable options to maximize participation of respondents should participation be insufficient. .
- 6) Contractor will survey student athletes following the conclusion of each sport’s individual season; at the conclusion of the Fall, Winter or Spring team’s seasons collectively; or at the conclusion of the academic year or in any other mutually agreed upon arrangement as preferred by the Client.
- 7) Following the conclusion of the data collection period(s), Contractor will review and compile all data for analysis.
- 8) Contractor will provide the data via dashboard.
- 9) Client will receive access to an internet-based “dashboard” that is included with the purchase of the service for on-going analysis. Dashboard will be functional for one year from date service is established. Interpretation of data through the “dashboard” will continue annually as service is renewed. Data will be owned by Client and Client data will be used in a de-identified format by Contractor for comparative analysis only.
- 10) The Dashboard will provide Client comparative data within the institution.
- 11) Client data will be available as part of a comparative data set of all institutions and in sub populations of all institutions (e.g. public/private, size, location, team, conference affiliation or other similar categories) in broad ways that will not disclose the identity of the Client, its teams, or individual student athletes. Client acknowledges its data will be used in the same manner with no disclosure of Client identity.
- 12) Following Client review of dashboard, Contractor and Client will discuss findings and interpretations of data as desired by Client.
- 13) Additional consulting such as strategic planning, program development, executive coaching, and other activities based findings and interpretations of the survey may be provided by Contractor as part of mutually agreed upon additional terms.
- 14)  The Client is considered the owner of the Client data in perpetuity. Client permits contractor to use de-identified data for aggregate comparative data set consistent with the comparative data that Client receives as part of the service.

## Exhibit B - Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - a. the contract may be void by operation of law,
  - b. the Chief Procurement Officer may void the contract, and
  - c. the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. Vendor certifies that, for the duration of this contract it will:
  - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
  - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
  - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47)
  
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (ii) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
  
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
  
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
  
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
  
9. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of

the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e).

10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
16. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.
18. Drug Free Workplace

- 18.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
- 18.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.
19. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
25. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. **This applies to information technology contracts and is otherwise not applicable.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois

Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.

27. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
28. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.
29. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
30. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
31. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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

Vendor is a not-for-profit entity.

or

Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when vendor's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, vendor must register.)

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act. (include a copy of Vendor's registration certificate)

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

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

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

or

The following business operations are disclosed to comply with the above cited law: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or Offer will be disqualified.

**Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.**

A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B.  Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Vendor to provide evidence of compliance before award.

C.  Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D.  Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide

**the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.**

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