



State of Illinois  
Public Institutions of Higher Education

Request for Proposal

Real Estate Advisory Services  
Bulletin Reference #REAS2021

**Due Date and Time:**  
**Tuesday, September 22, 2020 at 2:00 p.m. CT**

Vendor Submitting Offer: \_\_\_\_\_

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

Northeastern Illinois University (“University” or “NEIU”) requests proposals from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

**Brief Description:**

NEIU requires assistance with identifying the best use of the property at two different locations. The first location is near the intersection of W. Bryn Mawr Ave. and N. Kimball Ave (“Bryn Mawr Property”). The second location is near the intersection of N. Avondale Ave., W. Henderson St., and N. Kimball Ave (“El Centro Property”). Vendors must propose services for both locations. For a more complete description of the services being sought by NEIU please see pages 19-23 herein. See Attachment 1- NEIU Real Estate Maps for information on specific locations.

The resulting contract with the awarded Offeror shall have an initial term of one (1) year. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years.

**Background:**

Northeastern Illinois University is a comprehensive state university serving approximately 6,700 students in an attractive residential area on the northwest side of Chicago. The University offers more than 70 undergraduate and graduate majors in the arts, sciences, education, and business. NEIU’s El Centro, Carruthers Center for Inner City Studies, University Center of Lake County locations add to NEIU’s strong presence in Chicagoland.

Recognized as one of the most diverse university in the Midwest, NEIU’s population provides a microcosm of the rich ethnicity, culture, age and language of the Chicago metropolitan area and the world. A significant portion of NEIU’s students are first generation higher education students.

As a public institution of higher education, Northeastern Illinois University is committed to a set of shared values that, taken collectively guides actions and interactions as the university community works together to prepare graduates for the responsible exercise of citizenship. The shared values are Integrity, Excellence, Access to Opportunity, Diversity, Community, and Empowerment through learning.

**Bryn Mawr Property:**

The Bryn Mawr properties were acquired by NEIU in 2015 and are positioned within the North Park neighborhood of the city of Chicago. The North Park neighborhood is a defined community within the city of Chicago and consists of approximately 2.1 square miles. This neighborhood's boundaries are primarily Northeastern Illinois University on the west, the North Shore Channel of the Chicago River on the east, Bryn Mawr Avenue on the north, and the Chicago River on the south. The Hollywood Park neighborhood is located to the north, the Albany Park neighborhood is located to the south, the Budlong Woods and Ravenswood neighborhoods are located to the east, and the Sauganash neighborhood is located to the west.

**El Centro Property:**

The El Centro properties were acquired by NEIU in 2014 and are located in the Avondale neighborhood, which is situated approximately 7 miles northwest of Chicago’s central business district, the Loop. The subject is

bordered by Kimball Avenue, by the Union Pacific/Northwest Metra line, and by Interstate 90. The CTA Belmont Blue Line station is located immediately to the south. The Avondale neighborhood extends east from Pulaski Road to the North Branch of the Chicago River and extends south from Addison Street to Belmont Avenue then further southeast parallel to Interstate 90 and the North Branch of the Chicago River to Logan Boulevard. Avondale is surrounded by the neighborhoods of Old Irving Park to the west; of Logan Square and Bucktown to the south; by Lakeview to the east; and of Irving Park to the north. Interstate 90, the Kennedy Expressway, bifurcates the neighborhood, extending in a northwest/southeast direction, just west of the subject property. Ready accessibility to the interstate system via the Kennedy Expressway and to the Chicago Transit Authority's rapid transit system via the Blue Line provides desirable transportation options.

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

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

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

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

**Certified minority-owned businesses, women-owned businesses, and businesses owned by persons with disabilities, as those terms are defined in the Illinois Business Enterprise for Minorities, Women, and Persons with Disabilities Act, are encouraged to submit responses to this RFP.**

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Attachment 1- NEIU Real Estate Maps

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**1. Instructions for Submitting Responses**

**1.1 Responding to the Solicitation:** Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor’s situation, then enter “N/A”. **Failure to provide the requested information may result in disqualification.**

**1.2 Published Procurement Information:** The University publishes procurement information, including updates and award information, on The Illinois Procurement Bulletin / Public Institutions of Higher Education (“Bulletin”) (<http://www.procure.stateuniv.state.il.us>). Official solicitation documents are found or referenced on this website. Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The University will not be held responsible if Vendor fails to receive the optional email notices.

**1.3 Solicitation Contact:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the University.

Solicitation Contact: Victoria Santiago	Phone: (773) 442-5301
University Name: Northeastern Illinois University	Email: vi-santiago@neu.edu
Street Address: 5500 N. St. Louis Ave. Room C-409	Fax: (773) 442-5314
City, State, Zip: Chicago, Illinois 60625	

**1.4 Vendor Questions / University Responses:** All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and submitted to the Solicitation Contact **no later than close of business Wednesday, September 9, 2020**. Questions received and University responses may be posted as an addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for addenda and other updates.

**1.5 Pre-Submission Conferences:**  Yes  No

**Mandatory Attendance:**  Yes  No

Date: **Monday, August 31, 2020**

Time: 10:00 a.m. CT

Location: **Via Zoom**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/88219187042?pwd=UVRmZ01SRWtmSIBPTGZWRW9nd0RjUT09>

**Meeting ID: 882 1918 7042**

**Passcode: MA61Yg**

If attendance is mandatory, Vendor (including incumbent) will be considered non-responsive and disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet.

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

1.6.1 Due Date: **Tuesday, September 22, 2020** Time: **2:00 p.m. CT**  
**Public Proposal Opening: Via Zoom**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/85773614590?pwd=NIZkbkN3b2ZNT05YbWx1bm9CdM1PUT09>

**Meeting ID: 857 7361 4590**

**Passcode: 6Gni4U**

1.6.2 Submit/Deliver Responses to: Submit via e-bidding through the e-bidding functionality within the Illinois Procurement Bulletin for Higher Education Bulletin under procurement number #REAS2021. Web address is: <https://www.procure.stateuniv.state.il.us/>

**Physical printed submittals will not be accepted and will be returned to the submitting Respondent.**

**NOTE:** There are additional action items required of the Respondent PRIOR to submittal. It is URGENT that you review these closely and complete the necessary ACTION ITEMS allowing your company to respond via electronic submission (e-bidding). If you do not complete these action items, you will be unable to respond electronically via e-bidding and will therefore be ineligible for evaluation on this procurement.

**ACTION ITEM REQUIRED:** Respondents should review the e-bidding instructions for Vendor’s below and attached to this procurement number. These instructions will assist you in registering for a system vendor number with the Illinois Procurement Gateway. <https://ipg.vendorreg.com>

**1.6.3 Requirements for Submission of Responses:** Files should be submitted (uploaded) separately in individual files. Each file (upload) should be clearly labeled and identify which file the document represents including the name of the company submitting the proposal. File 2 should be uploaded in an excel format and uploaded as the “Pricing” Specification.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
<b>File 1</b> Offer Letter (Section 4), Specifications / Qualifications / Statement of Work (Section 5), Supplemental Terms and Conditions(Section 8), Vendor Exceptions and Confidential Information (Section 9), and References (Section 10)	1 Electronic Submittal	N/A	N/A

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<b>File 2</b> Pricing (Section 6)	1 Electronic Submittal	N/A	N/A
<b>File 3</b> Form B (as applicable) (Section 11)	1 Electronic Submittal	N/A	N/A
<b>File 4</b> Redacted Proposal (if requesting confidential treatment of proposal)	1 Electronic Submittal	N/A	N/A
<b>File 5</b> Minorities, Females, & Persons with Disabilities Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.11)	1 Electronic Submittal	N/A	N/A
<b>Packet 6</b> Veteran Small Business Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.12)	None	N/A	N/A

**1.7 Late Submissions:** Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. E-bidding system will not allow for proposals to be submitted after the due date and time.

**1.8 Response Firm Time:** The response must remain firm for 180 days from the opening date.

**1.9 Security:** N/A

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

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

**NIGP Code: 918-89 Real Estate Consulting**

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

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



**1.12 Veteran-Owned Small Business Participation and Utilization Plan:**

Yes  No If “yes” is marked, this solicitation contains a goal of 0% to include businesses owned and controlled by military Veterans in the State’s procurement and contracting processes. All questions regarding the subcontracting goal must be directed to the Solicitation Contact prior to submission of proposals. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

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

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

**1.13 Employment Tax Credit:** The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

**1.14 Governing Law and Forum:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. This refers to the Illinois Compiled Statutes. The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.

**1.15 Public Records and Requests for Confidential Treatment:** Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University’s legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or Rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor’s name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the Response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor’s request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.

- 1.16 Reservations:** Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.
- 1.17 Protest Review Office:** Vendor may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules (44 Ill. Admin. Code 4.5550). For protests related to the solicitation, including specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual responses, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier. The Protest Review Office's information is as follows:

CPO/Protest Review Office  
Room 520 Stratton Office Building  
401 S. Spring Street  
Springfield, IL 62706  
[eec.cpohe@illinois.gov](mailto:eec.cpohe@illinois.gov)

**2. Evaluation Process:**

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

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

The maximum number of points possible is **1225**. (Phase I: Technical Proposal Evaluation **925** points; Phase II: Oral Presentation **100**; Pricing **200** points). An Offeror must receive a minimum of **750** points (average of evaluator's scores) in Phase I to be considered for evaluation of Phase II: Oral Presentation.**2.1.1 Responsiveness:** A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.

- 2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.
- 2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed.
- 2.1.1.3 When the specification calls for "Brand Name or Equal", the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- 2.1.1.4 The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is **925**. Vendors who do not receive **750** of the total Responsiveness points need not be considered for Price evaluation and award.

Responsiveness Elements	Max. Points Possible
Demonstrated understanding that the Respondent comprehends the scope and objective of the services being requested as reflected in the overall quality and completeness of the Respondent's reply to the RFP. <b>Section 5</b>	150
Examples that demonstrate expertise in reviewing, assessing and analyzing real estate markets and developing financial pro formas that reasonably estimate and forecast development revenue streams, and project and capital costs needed to assess financial viability, including identification of indirect costs and projections of future tax revenues and income streams from the capital developments using non-subordinated ground leases. <b>Section 5.2.1 A and Section 5.2.2 A</b>	150
Experience and success in working on comparable University development projects and/or similar private-public partnerships. Respondent experience that demonstrates a record of working collaboratively with clients and safeguarding the client's (University's) interests. <b>Section 5.2.1 A and Section 5.2.2 A</b>	100
Expertise in reviewing, assessing, analyzing and forecasting the financial feasibility of the expected life cycle of properties. <b>Section 5.2.1 B, C, D and Section 5.2.2 B, C, D</b>	100
Experience with Federal, State of Illinois, and local real estate and tax laws and other applicable regulations pertinent to services requested including the expertise essential to identify and assess risks and constraints on the development process. <b>Section 5.2.1 F and Section 5.2.2 F</b>	75
In-depth understanding of and experience with the financial and legal structures of public-private partnerships. Demonstrated ability to assess typical as well as creative capital plans that correspond to specific needs. As a direct reflection of such experience and understanding, the reference information identified elsewhere in this RFP must be provided. <b>Section 5.2.1 E, G and Section 5.2.2 E, G</b>	75
Demonstrated ability to structure a consultative process with key constituents that allows the systematic collection and documentation of important information, data, and perspectives for decision-making. <b>Section 5.2.1 G and Section 5.2.2 G</b>	75
Demonstrated ability to review, assess and forecast the life cycle cost and overall cost-effectiveness of environmental and green building initiatives. <b>Section 5.2.1 B and Section 5.2.2 B</b>	50
Qualifications and abilities of personnel proposed to be assigned to perform the services. <b>Section 5.4 and Section 5.4</b>	50
Ability to provide and the quality of written reports made available to the University. <b>Section 5.3</b>	50
Adequacy of financial resources. <b>Tab 9</b>	50
<b>Total Points</b>	<b>925</b>
<b>Minimum Required Points</b>	<b>750</b>

2.1.1.5 Phase II: Oral Presentation: The maximum number of points for Phase II is **100** points. Offerors meeting the minimum scoring requirements for Phase I will be asked to provide an Oral Presentation within two (2) weeks of written notification from NEIU. The written notification will include an agenda listing of requirements pertaining to Section 5 with a set presentation date and time. Points will be awarded based on the Offeror’s ability to demonstrate the services required in Section 5. Failure to demonstrate a requirement during the Oral Presentation will negatively affect the Offeror’s Oral Presentation scoring.

<b>Phase II Oral Presentation Evaluation</b>	<b>Max. Points Possible</b>
Ability to provide services required.	25
Completeness of information being presented.	25
Clarity of information being presented.	20
Ability of staff to answer questions.	20
Professional appearance of presentation materials.	10
<b>Total</b>	<b>100</b>
<b>Minimum Required Points</b>	<b>90</b>

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

2.1.3 **Price:** The total number of points for Price is **200**. The University will determine Price points using the following formula:

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

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

**2.2 Award:** The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this solicitation and price.

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- 2.2.1 The University will post a notice to the Bulletin identifying the most responsive and responsible vendor. Awards are not final until all protests are resolved. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.
- 2.2.2 Awarded Vendors must, at all times including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

**End of Instructions**

**3. Vendor’s Checklist for Submission of Response**

- If you have previously responded via E-bidding during the pandemic, please read as the regulations for responses HAVE changed. You **MUST** have an Illinois Procurement Gateway (IPG) number and complete registration in order to register on our HE Illinois Procurement Bulletin for E-bidding.
- If you have an active or previously active IPG registration you may register on the Bulletin which will enable you to respond.

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

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

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

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

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

**You must complete and provide the following Form as applicable:**

Form B Section 11  Yes  N/A

(if vendor is registered in the Illinois Procurement Gateway (IPG) and does have an active unexpired IPG registration number)

**3.4 Response Submission Organization (Packet 1):** Please respond in the following prescribed format:

The Proposal shall be organized and formatted as detailed below.

Offerors are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of a non-compliant proposal. Offerors are encouraged to provide adequate details for any request for information as noted in this RFP.

The Offeror shall tab and title the sections of their response pursuant to each element noted below. Proposal scoring will be based on the Offeror's submittal for the following elements:

**Tab 1 - Table of Contents:** The Offeror shall include a table of contents in its Offer. Offers shall be page numbered sequentially from front to back.

**Tab 2 - Transmittal Cover Letter:** An individual authorized to legally bind the Offeror shall sign the transmittal letter. The person who signs the transmittal cover letter will be considered the contact person for all matters pertaining to the Offer unless the Offeror designates another person in writing. The letter shall include the Offeror's mailing address, e-mail address, fax number and telephone number. Acknowledgement of all Addendums shall be stated in the letter.

Any request for confidential treatment of information shall be included in the transmittal cover letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis from the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal cover letter shall also contain the name, address, email address, and telephone number of the individual authorized to respond to NEIU about the confidential nature of the information.

**Include Section 4 - Vendor's Offer document.**

**Tab 3 - Executive Summary:** The Offeror shall prepare an Executive Summary and overview of the services it is offering including all of the following information:

The Offeror shall provide their current business overview.

Statements that demonstrate that the Offeror understands the services as specified in the RFP and will agree with Section 7 "Standard Terms and Conditions."

**Tab 4 - Technical Approach (Section 5.2.1 and 5.3.1) for Bryn Mawr Property:** The Offeror shall provide a response outlining the RFP requirements and the Offeror's proposed solution. Offeror's proposed solution shall detail how the Offeror plans to approach each service requirement addressed in Section 5. Offerors shall provide a detailed description of how the Offeror plans to approach each Technical requirement. Offers shall be fully responsive to each service requirement. Offers shall identify any deviations from the stated requirements in Section 5 or requirements that the Offeror cannot satisfy. Any deviations from the stated requirements or any requirements that the Offeror cannot satisfy will affect the evaluation of the Offer and may disqualify the Offeror. A response such as, "We will meet or exceed the requirements" without any details of how the requirement will be met shall not be an acceptable response and shall be scored accordingly.



**Include Section 8- Supplemental Terms & Conditions; Section 9- Vendor Exceptions & Confidential Information; and Section 10- References documents.**

**Tab 5 - Technical Approach (Section 5.2.2 and 5.3.2) for El Centro Property:** The Offeror shall provide a response outlining the RFP requirements and the Offeror's proposed solution. Offeror's proposed solution shall detail how the Offeror plans to approach each service requirement addressed in Section 5. Offerors shall provide a detailed description of how the Offeror plans to approach each Technical requirement. Offers shall be fully responsive to each service requirement. Offers shall identify any deviations from the stated requirements in Section 5 or requirements that the Offeror cannot satisfy. Any deviations from the stated requirements or any requirements that the Offeror cannot satisfy will affect the evaluation of the Offer and may disqualify the Offeror. A response such as, "We will meet or exceed the requirements" without any details of how the requirement will be met shall not be an acceptable response and shall be scored accordingly.

**Include Section 8- Supplemental Terms & Conditions; Section 9- Vendor Exceptions & Confidential Information; and Section 10- References documents.**

**Tab 6 - Offeror/Staff Specifications (Section 5.4 and 5.5):** Provide an Organizational chart and resumes for all known participating staff and/or position descriptions in the solicitation. Please provide additional organizational information demonstrating the qualifications of your agency/firm for performing the work required to meet the demands of this RFP. Please include an organizational history which includes a listing of similar previous engagements of implementation or solutions as proposed. The Offeror shall provide a total of three (3) References. NEIU prefers references from institutions of higher education.

**Tab 7 - Planned Changes:** Describe any known potential or planned changes or initiatives that, in the next 18 months, could significantly change any of the information provided in this proposal. Include any plans for significant restructuring of staff. Include the schedule for implementation of these changes.

**Tab 8 - Other Exhibits:** Sample Reports you have provided to similar institutions for similar services, and Other Pertinent Information (i.e.: Licenses, Certifications, Charts, Exceptions, etc.).

**Tab 9 - Financials:** The Offeror shall provide the last two (2) most recent Year End Financial Statements.

**4. Vendor's Offer**

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

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

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

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

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

Vendor Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## 5. Description of Supplies and Services

### 5.1 University's Need for Supplies / Services:

The University is requesting comprehensive professional real estate advisory services related to the development of two underutilized locations at the intersection of N. Bryn Mawr Ave. and N. Kimball Ave. ("Bryn Mawr Property") and the intersection of N. Avondale Ave., W. Henderson St., and N. Kimball Ave. ("El Centro Property").

The goal of the University is to identify the best use of the real estate located at the Bryn Mawr Property and the El Centro Property. The overall purpose of the engagement is to have the successful respondent of this RFP act in an active advisory capacity to the University to meet the aforementioned goal. The successful respondent's role will not be to negotiate with any developer but to act only in an active advisory capacity to the University.

### 5.2 Supplies / Services Required:

Vendors must submit a single proposal for real estate advisory services for both the Bryn Mawr Property and the El Centro Property to be considered responsive. A contract will be awarded to one vendor for both locations.

#### 5.2.1 Bryn Mawr Property:

The following services will constitute the engagement at a minimum, and Offeror is encouraged to provide further details of additional scope:

- A. **Land Use Most Valuable and Best Use Analysis** - This area of analysis will assess most valuable and best use of the land that is achievable (i.e. redevelopment, ground lease, or sale) with realistic examples of potential use that will benefit NEIU. The project if approved may be developed by an external developer with no financial commitment from NEIU.
- B. **Market and Financial Feasibility Analysis** - This area of analysis will evaluate the market and financial feasibility to determine economic viability and sustainability as well as uncover opportunities and threats. This area of analysis will also include the life cycle cost and overall financial feasibility of environmental and green building initiatives.
- C. **Valuation of Potential Development Plans** - This area of analysis will estimate valuation ranges and risk assessments of possible development plans as identified, utilizing discounted cash flow analysis modeling and scenario analysis to test the sensitivity of key market and financial development plan assumptions.
- D. **Financial Analysis and Ground Lease Valuation** - This analysis will estimate the land lessor's (University) valuation of possible ground lease terms. Furthermore, the analysis will assess the risk to the University related to different options and determine reasonable levels of risk and return expectations reflective of forecast market conditions.
- E. **Capital Financing Analysis** - This analysis will verify the reasonableness of financing plan for a development plan, including the source of funding, the cost of capital and the pledge of security. This analysis should also consider the extent to which a developer's financing might be considered on the University's credit by the rating agencies.
- F. **Legal Issue Analysis** - This analysis, undertaken in conjunction with University Legal Counsel, procurement officials and administration staff, will assist the University in the development of a recommendation that is in accordance with state statute requirements and achieves best business practices. Other Federal, State and local legal issues may require analysis including Tax Increment Financing.

- G. **Ongoing Negotiation and Decision Support** - The scope of work related to this service area will include advisory and technical support in the area of counsel and guidance, development of negotiating strategies, and alternatives, along with decision support analysis, guidance and counsel.

### 5.2.2 El Centro Property:

The following services will constitute the engagement at a minimum, and Offeror is encouraged to provide further details of additional scope:

- A. **Land Use Most Valuable and Best Use Analysis** - This area of analysis will assess most valuable and best use of the land that is achievable (i.e. redevelopment, ground lease, or sale) with realistic examples of potential use that will benefit NEIU. The project if approved may be developed by an external developer with no financial commitment from NEIU.
- B. **Market and Financial Feasibility Analysis** - This area of analysis will evaluate the market and financial feasibility to determine economic viability and sustainability as well as uncover opportunities and threats. This area of analysis will also include the life cycle cost and overall financial feasibility of environmental and green building initiatives.
- C. **Valuation of Potential Development Plans** - This area of analysis will estimate valuation ranges and risk assessments of possible development plans as identified, utilizing discounted cash flow analysis modeling and scenario analysis to test the sensitivity of key market and financial development plan assumptions.
- D. **Financial Analysis and Ground Lease Valuation** - This analysis will estimate the land lessor's (University) valuation of possible ground lease terms. Furthermore, the analysis will assess the risk to the University related to different options and determine reasonable levels of risk and return expectations reflective of forecast market conditions.
- E. **Capital Financing Analysis** - This analysis will verify the reasonableness of financing plan for a development plan, including the source of funding, the cost of capital and the pledge of security. This analysis should also consider the extent to which a developer's financing might be considered on the University's credit by the rating agencies.
- F. **Legal Issue Analysis** - This analysis, undertaken in conjunction with University Legal Counsel, procurement officials and administration staff, will assist the University in the development of a recommendation that is in accordance with state statute requirements and achieves best business practices. Other Federal, State and local legal issues may require analysis including Tax Increment Financing.
- G. **Ongoing Negotiation and Decision Support** - The scope of work related to this service area will include advisory and technical support in the area of counsel and guidance, development of negotiating strategies, and alternatives, along with decision support analysis, guidance and counsel.

## 5.3 Milestones and Deliverables:

### 5.3.1 Draft and Final Reports for the Bryn Mawr Property

The Draft Final Report is due approximately on March 5, 2021 and shall contain at a minimum, the following sections:

- Results of the comparative review (benchmarking) of other similar universities including examples of comparable successfully executed private-public mixed-use development projects.
- Market and financial assessment of potential development options that NEIU should consider including, but not limited to: mixed use housing, environmental and sustainable land use, and retail/commercial space.

- Identification and assessment of any explicit or implicit direct or indirect costs (demolition, utility infrastructure, abatements) that a potential developer may infer or propose would not be the financial responsibility of the University.
- Results of detailed analysis expressed as observations, findings, conclusions, and recommendations.
- The submission of this deliverable requires a comprehensive PowerPoint presentation of the draft final report to NEIU administration.

The Final Report is due approximately on April 9, 2021 and shall include narrative text, tables, and charts. The report may be used as a discussion document by NEIU administration. The final report will summarize all findings and conclusions. Said report will also include the elements indicated in the Draft Final Report. At a minimum the following will be clearly addressed in the Final Report:

- Risk and return analysis that defines trade-offs utilizing scenarios of highest and best use of the land under various time horizons and land development scenarios.
- Advantages/Disadvantages of ground lease abatement policies and scenarios involving university developments.
- Advantages/Disadvantages of developer and university organizational structures to manage the development through its life cycle.
- The deliverable must address possible terms and conditions required by a ground lease and development agreement, along with any areas agreed upon subsequently through meetings and planning sessions.
- The deliverable must address and be consistent with all components included in the Request for Proposal as presented.
- Deliverable documents must be comprehensive in level of detail and quality.
- Deliverable documents must be organized in a structured manner and be professional in presentation.
- Deliverable documents must be consistent throughout in style and quality. This means that if the document is the composite work of many people within the Vendor's organization or subcontractors, the document must be edited by the Vendor for style and consistency.

### **5.3.2 Draft and Final Reports for the El Centro Property**

The Draft Final Report is due approximately on March 5, 2021 and shall contain at a minimum, the following sections:

- Results of the comparative review (benchmarking) of other similar universities including examples of comparable successfully executed private-public mixed-use development projects.
- Market and financial assessment of potential development options that NEIU should consider including, but not limited to: mixed use housing, environmental and sustainable land use, and retail/commercial space.
- Identification and assessment of any explicit or implicit direct or indirect costs (demolition, utility infrastructure, abatements) that a potential developer may infer or propose would not be the financial responsibility of the University.
- Results of detailed analysis expressed as observations, findings, conclusions, and recommendations.
- The submission of this deliverable requires a comprehensive PowerPoint presentation of the draft final report to NEIU administration.

The Final Report is due approximately on April 9, 2021 and shall include narrative text, tables, and charts. The report may be used as a discussion document by NEIU administration. The final

report will summarize all findings and conclusions. Said report will also include the elements indicated in the Draft Final Report. At a minimum the following will be clearly addressed in the Final Report:

- Risk and return analysis that defines trade-offs utilizing scenarios of highest and best use of the land under various time horizons and land development scenarios.
- Advantages/Disadvantages of ground lease abatement policies and scenarios involving university developments.
- Advantages/Disadvantages of developer and university organizational structures to manage the development through its life cycle.
- The deliverable must address possible terms and conditions required by a ground lease and development agreement, along with any areas agreed upon subsequently through meetings and planning sessions.
- The deliverable must address and be consistent with all components included in the Request for Proposal as presented.
- Deliverable documents must be comprehensive in level of detail and quality.
- Deliverable documents must be organized in a structured manner and be professional in presentation.
- Deliverable documents must be consistent throughout in style and quality. This means that if the document is the composite work of many people within the Vendor's organization or subcontractors, the document must be edited by the Vendor for style and consistency.

#### **5.4 Vendor and Staffing Specifications:**

The Vendor must demonstrate that it has the qualifications and experience, appropriate resources, consulting team composition and real estate advisory approach necessary to successfully perform the services specified in this RFP. A Vendor must be financially solvent. A vendor's qualifications and experience at a minimum must include:

- Land planning and highest and best use analysis
- Market and financial feasibility analysis
- Mixed use developments
- Planning, development and financial analysis of the life cycle of retirement communities
- Environmental and green building life cycle cost analysis
- Development infrastructure cost analysis
- Ground lease valuation
- Legal and statutory requirements of state universities and other public sector constraints as well as community and public relations issues
- Capital financing plan evaluation, including potential use of public sources of funds
- Negotiations of agreements
- Public-private partnering concepts

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

- The name, address, telephone, fax number, and primary contact person of the company.
- Resumes and/or background information and experience of key management and consulting staff who will be assigned to provide the services outlined in this RFP, including but not limited to:
  - Technical training and education;
  - General experience;
  - Specific experience with services being requested; and

- Qualifications and abilities to perform the services being requested.
- An organizational staffing plan for the personnel who will perform the services outlined in this RFP.
- Provide a description of projects accomplished for higher education institutions in Illinois or other states where innovative approaches to land development were taken or proposed. Describe the impact and outcome of these projects on the institution.
- Provide a description of the firm's qualifications to understand and evaluate state laws pertaining to ground leases, land valuation, financing, etc. Describe examples of support to higher education institutions where changes to applicable state laws were recommended or where institutions were made aware of laws allowing methods previously unused.
- Add any other experience or expertise that the vendor feels differentiates themselves from others in the industry. Include references from individuals/institutions with which the consultant has worked or awards for successful projects.
- If applicable, the company's branch office addresses, telephone numbers, email addresses, and contact persons, noting the branch office that would be used to provide the services outlined in this RFP.
- Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- Description of the informational sessions the vendor will conduct for the University employees directly involved with the services being requested.
- Other information the vendor deems pertinent to demonstrating its qualifications to perform the services being requested.

**5.5 Subcontracting:**

5.5.1 Subcontracting  is allowed  is not allowed.

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

5.5.2 The maximum percentage allowed to be provided by a subcontractor is 30%.

5.5.3 Will subcontractors be utilized?  Yes  No

If "Yes", identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.

Subcontractor Name: \_\_\_\_\_

BEP, Veterans, or Small Business certification # (if applicable): \_\_\_\_\_

Anticipated / Estimated Amount to be Paid: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

BEP, Veterans, or Small Business certification # (if applicable): \_\_\_\_\_

Anticipated / Estimated Amount to be Paid: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

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

5.5.4 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.5.3.

**5.6 Location Where Services are to be Performed:**

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

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

5.6.3 Location where services will be performed: \_\_\_\_\_  
Percentage of services performed at this location: \_\_\_\_\_  
Anticipated value of services performed at this location: \_\_\_\_\_

**5.7 Term:**

5.7.1 Any contract resulting from this solicitation will have an initial term of one (1) year. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.

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

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

**5.8 Renewal:**

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

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

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



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

**6. Pricing**

**6.1 Pricing Offer:** Vendor shall provide a total price for the services being provided.

**NOTE: A breakdown of individual costs that make up the price for each property service must be provided on a separate sheet.**

6.1.1 Vendor's Price for Bryn Mawr Property Services: \$ \_\_\_\_\_

Vendor's Price for El Centro Property Services: \$ \_\_\_\_\_

Grand Total: \$ \_\_\_\_\_

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

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

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

**6.4 Invoicing:**

- 6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).
- 6.4.2 Vendor shall invoice at monthly intervals. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University.

Email invoices to [accountspayable@neiu.edu](mailto:accountspayable@neiu.edu) or mail to:

**Attn: Accounts Payable  
Northeastern Illinois University  
5500 N. St. Louis Avenue  
Chicago, Illinois 60625**

- 6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.

**6.5 Taxes:**

Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.

## 7. Standard Terms and Conditions

### 7.1 Payment Terms and Conditions

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

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

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

Northeastern Illinois University is required to protect certain confidential information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA") <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>. The Vendor shall be obligated

to protect the confidential information in its possession or control in accordance with the Privacy Laws to the same extent as Northeastern Illinois University would be obligated if the confidential information was in the possession or control of the institution.

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

- 7.15 Applicable Law:** Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.
- 7.16 Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.
- 7.17 Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
- 7.18 Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.
- 7.19 Notices:** Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 7.20 Modifications and Survival:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 7.21 Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 7.22 Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 7.23 Warranties for Supplies and Services**
- 7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and

workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

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

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

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

**7.24 Reporting:**

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

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

**8. Supplemental Terms and Conditions**

**8.1 University Supplemental Terms and Conditions:**

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

**8.2 Vendor Supplemental Terms and Conditions:**

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



**9. Vendor Exceptions and Confidential Information**

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

**9.1 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**

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

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

**9.2 CONFIDENTIAL INFORMATION**

You must include a redacted copy of your response.

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

**10. References**

References  are  are not requested.

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

Three (3) references of current or former clients, preferably from institutions of higher education. Include company name, address, telephone number, email, primary contact, and type of services the company performed for these clients. NOTE: The vendor certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

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

**11. Form B**

**STOP - Please read the following instructions carefully.**

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

**If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website.**

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

**Failure to provide FORM B may render the submission non-responsive and will result in disqualification.**

**END OF DOCUMENT**