

Lake Land College

Request for Proposal

This document is a Request for Proposal (“RFP”) for General Office Supplies.

Lake Land College (“College”) is seeking proposals for a contract office stationer for general office supplies and the related services. The College intends to award a master contract designating a single source as the preferred supplier for a period of 3 years, with an option to renew for an additional 1-year term.

Please submit 6 copies of your proposal no later than 2 p.m. on 20 January 2015 to:

Lake Land College
5001 Lake Land Boulevard
Mattoon, IL 61938

Attn: Mike Kasdorf
217-234-5431
mkasdorf@lakeland.cc.il.us

I. INTRODUCTION

Lake Land College (LLC), located in Mattoon, Illinois, serves the second largest geographic community college district in the state with a total population of 189,869. The LLC district comprises all or part of 15 counties and 31 public school districts in rural east-central Illinois. About the size of Connecticut, the district spans 3,961 square miles and depends predominately on an agriculture and small manufacturing economic base. Of the 58 communities within Lake Land’s district, only three towns have populations over 10,000 and only one, Charleston (21,039), home of Eastern Illinois University, has a population that exceeds 20,000. Sixty-two percent of district residents live in outlying areas or in small, rural towns with populations under 4,500.

Lake Land College was founded in the state of Illinois in 1966. Originally offering classes in temporary buildings to students from 13 area school districts, it now operates on a 317-acre main campus with ten major buildings, in three extension centers, on the Internet, and at more than 25 other off campus sites, including 17 correctional centers. Annual enrollment has grown from 1,412 in 1968 to 24,964 in 2014.

The College currently offers over 100 technical degrees and certificate programs leading to immediate employment after graduation, and over 50 pre-baccalaureate college transfer programs.

www.lakelandcollege.edu

II. STATEMENT OF WORK

A. General Scope of Services

The College is seeking proposals for delivery of various products and office supplies, miscellaneous office products. The successful vendor will provide an online order system capable of identifying College employees, ship-to addresses, department names and locations, and default credit card billing information. Vendor's system will allow for chosen College personnel to be assigned as system administrators to manage user-defined parameters above as well as manage and monitor fixed contract pricing that results from this proposal. The successful vendor will deliver, next day, office supplies to multiple Illinois locations and pick-up any designated returns for return-to-stock processing and account crediting.

B. Brand Names

References to brand names and/or numbers in the solicitation are intended to be descriptive and include a generic equivalent where available. If the specific product cannot be supplied by the prospective vendor, equivalent items meeting the standards of quality specified will be considered. Unless a vendor indicates otherwise, it is understood that the vendor is offering the referenced brand item as specified in the solicitation. The College reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced, and the College may require the supply of additional descriptive material and a sample.

C. Samples

Samples of goods may be required prior to award to determine the prospective vendor's responsiveness to the RFP's requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal. Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered. Vendors offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the College to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the College. Samples, if not destroyed by tests, may, upon request made by the vendor at the time the sample is furnished, be returned at the vendor's expense.

D. Work Plan and Methodology

The prospective vendor shall provide a project plan that describes how the vendor intends to implement the program, including the process to convert the current office supply accounts, if applicable. The description shall include, but is not limited to, the following:

1. Account team structure and roles (including description of sales contacts, account team support, and periodic review process)

2. Communication process with the College employee buyers
3. Customized ordering process and websites or catalogs that reflect Contract Items and Contract Pricing, including distribution of catalogs and capabilities to block ordering on an individual account, product lines, or other basis
4. Training (initial and ongoing)
5. Time Schedule
6. Program evaluation

E. Ordering Process

Describe the process to establish an online ordering account for a College employee, including how the individual users would be linked together and identified. Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, smart phones, tablets, etc.) and include the acknowledgement process. The Vendor is required to maintain a toll-free number for ordering, inquiries, and customer service. Describe how back-ordered or out-of-stock products are handled during the ordering process.

F. Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is not limited to:

1. Customer service organizational structure
2. Contact process (phone, email, fax, etc.)
3. Follow up process
4. Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
5. Internal procedures to track customer service contact and resolution

G. Billing, Invoicing

The prospective vendor shall describe its invoicing control process, including the controls available to restrict purchases to credit card procurement only and the ability of buyers to confirm credit postings to their accounts. All office supply procurement will be charged directly to the employee's purchasing card. No net-due invoicing will be allowed to post to a master commercial account.

H. Cost Proposal, Pricing and Price Adjustments

Prospective vendors bidding must submit fixed pricing as required by Attachment A: Itemized Cost Proposal. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the vendor's performance, there shall be no hidden costs.

All products must be bid using the wholesale distributor item numbering system managed by the National Office Products Association. The prospective vendor may cross-reference these standard industry item numbers to their own SKU numbers, but both identifiers must be used on all bids, reports and subsequent core listings.

The prospective vendor shall describe the process used to evaluate purchasing patterns that result in the identification of items that may be eligible to add to the list of Contract Items and opportunities for price reductions to existing Contract Items (or substitutions) during the term of any resulting agreement.

The prospective vendor shall propose a single-rate standard discount from manufacturers' list pricing, for Non-Contract Items that vendor is able to provide and College employees may purchase under the terms of any Master Agreement that results from this RFP. The College has a governmental exemption from payment of the Retailer's Occupation Tax, the Service Occupation Tax (both state and local) the Use Tax, and the Service Use Tax, as required by Illinois law. This exemption is automatically renewed by the Illinois Department of Revenue every five years. The IRS confirmation letter will be provided to the vendor.

The prices proposed in the prospective vendor's response will be valid for the original three year term after any resulting agreement is signed. The vendor must explain the proposed process to implement price changes, including the process to update catalogs and websites. All pricing must be uniform to all College office locations.

It is expected that all prospective vendors to this solicitation will offer the vendor's best government or comparable favorable rates.

I. Contract vs. Non-Contract Products

Each of the College offices/departments may individually at their discretion, order contract office supplies, by placing individual orders via Vendor's online ordering portal. The term "Contract Item" is defined as any item or replacement item (as agreed to by the College) that is included in Attachment A: Itemized Cost Proposal, or any resulting agreement that may result from this RFP. The term "Non-Contract Item" is defined as any item that Vendor is able to provide that is not included with a specific price in Attachment A. The term "Contract pricing" is defined as the price for a Contract Item that was bid in the Vendor's proposal and reflected in any financial agreement that results from this RFP.

Prospective vendors shall demonstrate options for designating Contract items using visual identifiers (online) and/or special College defined customer catalog product numbers, or other potential item flags.

J. Contract Management

Effective management of the initial core contract product list is crucial to the success of the vendor-customer partnership. It is understood that over the course of the initial contract term, certain products may be discontinued by the manufacturer, or undergo changes in design, color and packaging. The prospective vendor must describe the process used to effectively manage this change.

Products should be maintained at the same unit of measure originally bid. Any products that are discontinued due to manufacturer "repackaging" must be added back to the contract at the equivalent original bid pricing. Notification of products dropped from the contract must occur within 30 days of product discontinuation.

K. Ordering Process

The Vendor is required to maintain a toll-free number for ordering, inquiries, and customer service in addition to a 24-hour access website for order placement and delivery tracking. The Vendor will provide an immediate acknowledgement of confirmation following any request to place an order. The acknowledgement will be submitted by email, regardless of what method is used to place the order. The prospective vendor shall describe its acknowledgement process.

Order Requirements:

1. Any replacement items are of equal or better quality
2. Buyer must be notified if an item is not available at the time the order is placed and presented with an option of a replacement item or the back-ordered item when it becomes available
3. Estimated delivery dates must be provided for all backordered items
4. If a back-ordered item is not available on the estimated delivery date, the buyer placing the order must be notified prior to the estimated delivery date and given the option of a replacement item or the back-ordered item when it becomes available. If the buyer is not satisfied with the quality of the replacement product, the buyer has the right to return the product. The buyer will not incur any cost for return of the product, including but not limited to shipping, handling, or restocking fees.

L. Distribution Network

Prospective vendors shall diagram their distribution network, outlining the process flow from order entry and routing, pulling of stock (including primary warehouses or secondary outsourced operations), back-ordered processing, packaging, loading and delivery. List all sources of supply and delivery methods by name and location(s).

M. Delivery Requirements and Shipping Costs

All deliveries will be made F.O.B (freight on board) destination as freight pre-paid. Prospective vendors should assume that all deliveries will be inside deliveries to a single drop-off point. A dedicated staff person(s) will be designated to receive entire shipment. Individual orders shall be packaged and labeled to reflect the buyers' name and inside delivery location (building name and office number). Inside delivery to users' workplace will be handled by College employees only or their designee.

Any damage (during initial delivery to single drop-off point) to the building interior, scratched walls, damage to the building contents, will be the responsibility of the Vendor. When damage does occur, it is the responsibility of the Vendor to immediately notify the College staff liaison. The Vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the single drop-off point.

The Vendor shall maintain an overall monthly average of 95% for on-time delivery of products purchased under the Master Agreement. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries (no partial deliveries) by the total number of deliveries. That is, for orders reported as filled by the order entry system, the shipments shall be received within the times specified when the order is placed, at least 95% of the time. The Vendor shall propose a remedy, such as an additional discount, if the quarterly average for on-time delivery falls below 95% for three (3) consecutive months.

Vendor shall not invoice the College separately for shipping or delivery costs.

N. Packaging

All products must be new, and must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipment shall include a packing slip showing the buyer, ordering date, ordering department, building and office number, the item number; product description, quantity ordered, all pricing, quantity shipped and backordered items, including the expected ship date.

O. Reports

The prospective vendor shall describe the common user reports that are available. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report. Vendors are encouraged to include a sampling of common reports. Reports are to be delivered electronically in a format that is conducive to analysis.

In addition, the College management requires quarterly program reports that provide the following information:

1. **Delivery Report:** Delivery information shall include the number of “On-Time Shipments” and the number of “Late Shipments.” On-Time Shipments are defined as complete shipments (no partial deliveries) of goods that meet the delivery time specified in the order. Late Shipments are defined as shipments, including partial shipments that do not meet the delivery time specified in the order.
2. **Back Ordered/Out-of-Stock Report:** A list of items that were back-ordered or out-of-stock at the time they were initially ordered, including the number of days before the order was filled with an acceptable replacement item or the requested item.
3. **Returned Product Report:** A list of all products returned for credit, including manufacturer/UPC part number, vendor SKU number, product description, unit of measure, number of units returned, date product returned, total amount credited to buyers’ purchasing card and date credit posted to account.
4. **Itemized Usage Report:** A list of all items that were purchased during the quarter, including manufacturer/UPC part number, vendor SKU number, product description, unit of measure, number of units sold, price each unit sold, totals extended, and whether the item is Contract or Non-Contract.
5. **Contract Maintenance Report:** A list of any item that has been discontinued, repackaged, been given a new UPC/SKU#, or otherwise been deactivated from the original contact list, including whether a suitable replacement has been substituted and at what price and as of what date.

Quarterly reports must be provided no later than thirty (30) days after the end of each quarter.

P. Rejection of Goods or Acceptance of Service

The Vendor will arrange for the return of all miss-ordered, miss-shipped, returned, or damaged items at no cost to the College. There will be no restocking fee for returns of items that are damaged or shipped by the Vendor in error. All items returned will be credited to buyers’ credit card within 14 days of receipt.

Q. Inventory, Estimated Volume

The College has demonstrated an ongoing need for the products indicated in this RFP. These products are based on recent 12-month usage for all office locations and average \$200,000 annually (this average includes procurement through primary supplier only and does not include secondary office suppliers or specialty retailers). As procurement of office supplies is largely decentralized within the organization, there is no guaranteed minimum annual total volume or specific individual product quantity thresholds that will be maintained over the initial contract term.

The vendor awarded a Master Agreement shall maintain access to a reasonable stock of such products on hand for the full term of the Master Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the Vendor's Master Agreement. The individual College departments and office locations will be required to order against the Master Agreement, but will not be required to purchase exclusively if vendor's stocking levels are insufficient, lead-times for backordered items too long, or other special needs are warranted.

R. Program Auditing

The successful vendor will provide online query tools, reports and other materials upon request to verify contract compliance throughout the life of the agreement. The prospective vendor will provide a sample blind audit of a current account reference for review during the RFP evaluation process.

III. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with College personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any College personnel may be cause for rejection of a bid.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the prospective vendor's firm, and of any proposed subcontractor, outsourced distribution centers, delivery services, etc.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that the prospective vendor, if a corporation, is in good standing and qualified to conduct business in Illinois.
3. A description of similar bids successfully awarded within the past three (3) years.
4. Qualifications, background and experience of the project director and other dedicated staff, if any, proposed to work on the project.
5. References with contact information from organizations that have used the prospective vendor's services for similar services within the last 12-18 months.
6. A general description of the techniques, approaches and methods to be used in completing the project. Please respond specifically to each item listed in Section II: Statement of Work, referenced in order by letter.

7. A description of the chronology for account set-up, training and launch, including a time line and deadlines for each task.
8. A description of any special incentive programs, annual bonus rewards, rebates, sponsorships, and works of public service available. Provide current live samples of each, if available.
9. Submission of completed Attachment B: Office Supply Questionnaire electronically in native Microsoft Excel (XL) format directly to ccompton@lakeland.cc.il.us by proposal due date.
10. A detailed fixed cost proposal, using Attachment A: Itemized Cost Proposal. Bids must be submitted electronically in native XL format directly to mkasdorf@lakeland.cc.il.us by the proposal due date. As the College may award a contract based on the initial offer, a prospective vendor should make its initial offer on the most favorable items available. The College reserves the right, however, to have discussions with those prospective vendors falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
11. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The College's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

B. Rejection of Proposals

The College reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The College may or may not waive an immaterial deviation or defect in a proposal. The College's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a prospective vendor from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not sufficiently competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the College's opinion the information was intended to mislead the College regarding a requirement of the RFP.

C. Evaluation Process and Highest Scored Prospective Vendor

An evaluation team will review, in detail, all proposals that are received to determine the Highest Scored Prospective Vendor ("HSPV").

Following the initial review and screening of the written proposals, using the selection criteria described below, several prospective vendors may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the College.

The College reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the College may require a prospective vendor's representative to answer questions with regard to the proposal and/or require certain vendors to make a formal presentation to the evaluation team. The College may also have discussions with those vendors falling within a competitive range, and request revised pricing offers from such vendors and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the College to awarding a Contract. Prospective vendors shall bear all costs incurred in the preparation of the proposal and participating in the proposal evaluation process. The College reserves the right to reject any and all proposals, to accept the proposal it considers most favorable in its sole discretion, and to waive minor irregularities. The College further reserves the right to seek new proposals when such procedure is considered by it to be in the best interest of the College.

D. Award and Execution of Contract

Subject to the College's right to reject any or all proposals, the HSPV will be awarded the contract. A written notice will be sent to prospective vendors on or about 16 February 2015 of the College's intention to award the contract to the HSPV. It is anticipated that final selection of the HSPV will be made by 1 March 2015. The evaluation team will select a winning proposal subject to approval by the Board of Trustees. Upon selection, the College and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the College before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the College in its sole discretion, the College may enter into negotiations and sign a contract with any other prospective vendor who submitted timely, responsive and responsible proposals to this RFP.

If, after the College and the HSPV agree to terms and execute a contract, that contract is terminated for any reason, the College may, in its sole discretion, either enter into negotiations with the next highest scored prospective vendor, or issue a new RFP and begin the proposal process anew.

Questions regarding the College's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Connie Compton, Administrative Assistant to the Vice President for Business Services at ccompton@lakeland.cc.il.us.

Where written notice is required in this RFP, the notice must be sent by U.S. mail and email.

E. Errors in the RFP

If a prospective vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the vendor should immediately provide the College with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the College may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all prospective vendors to whom the RFP was sent.

If prior to the date fixed for submissions, a prospective vendor knows of or should have known of an error in the RFP but fails to notify the College of the error, the vendor shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Questions regarding the RFP may be addressed in writing to mkasdorf@lakeland.cc.il.us. All questions must be submitted no later than 5 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all prospective vendors known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the prospective vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the College concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the College does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will not be notified.

A prospective vendor who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The College must receive any such request no later than 5 days before the deadline for submitting proposals.

G. Addenda

The College may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the prospective vendors known to be interested in submitting a proposal. If any vendor determines that an addendum unnecessarily restricts its ability to submit a proposal, it must notify the College in writing no later than 5 days before the deadline for submitting proposals.

H. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the College in writing of its withdrawal. The notice must be signed by the prospective vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the College no later than the deadline.

Modification offered in any other manner, oral or written will not be considered. Proposals cannot be changed after the evaluation process begins.

I. Protest Procedure

A prospective vendor may protest the award if it meets all the following conditions:

1. The vendor has submitted a proposal that it believes is or should have been the HSPV, under the criteria set forth above;
2. The vendor believes that its proposal meets the College's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the College; and
3. The prospective vendor believes that the College has incorrectly selected another vendor.

A prospective vendor qualified to protest should contact Mike Kasdorf, Facilities Planning, 217-234-5431, to attempt an informal resolution. If this contact is unable to resolve the protest to the vendor's satisfaction, the vendor must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the vendor believe the award to be invalid. The protest must be sent by certified or registered mail or delivered personal to:

Lake Land College
5001 Lake Land Boulevard
Mattoon, IL 61938

Attention: Mike Kasdorf, Director of Facilities Planning

Protests will be reviewed and decided by the College within 30 days after the College issues written acknowledgement of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the College.

K. Disposition of Materials

All materials submitted in response to an RFP will become the property of the College and will be returned only at the College's option and at the expense of the prospective vendor. One copy of each proposal will be retained for the College's official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The vendor's consent will be requested before release of such confidential pages to non-College personnel. By submitting a proposal, a vendor agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

IV. CONTRACTING REQUIREMENTS

Upon selection of a prospective vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The College contemplates that, in addition to the terms described above in this RFP, final agreement between the College and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

B. Warranties and Representations

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

C. Equipment, Tools, Supplies

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the College. The College has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

D. Indemnity Obligations of Vendor

Vendor will indemnify and defend the College (including its Board of Trustees, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor, (ii) all products and services prepared by or for vendor hereunder and provided to College; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor's business or any of its products or services provided to College; (iv) any breach by Vendor of any statutory or regulatory obligation; and (v) any act or omission of Vendor, its employees, agents or subcontractors.

E. Termination

1. **At Will.** The agreement may be terminated by the College, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the Vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, good or reimbursable expenses associated with any work or service not specifically authorized by the College.
2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the Illinois State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the College of any further obligation, except for the College's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the College upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated

due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the College will have the right to have the services completed by other parties and the Vendor will reimburse the College for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the College will not be deemed a waiver of any other right or remedy of the College, including, without limitation, the College's right to consequential damages caused directly or indirectly by the Vendor's default.

4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

F. Confidentiality and Publicity

The Vendor will retain all information provided by the College in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the College. The College retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the College without the prior written consent of the College.

G. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act and any applicable regulations promulgated thereunder the State of Illinois. Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

H. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the College, which consent may be granted or withheld in the sole and absolute discretion of the College.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the College.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will plan in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be

contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

I. General Provisions

1. **Governing Law.** The agreement will be governed by the laws of the State of Illinois without giving effect to its principles of conflict of laws.
2. **Attorneys' Fees.** In the event either part institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
3. **Audit.** Vendor agrees that the College or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the College or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the College or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

Attachments:

A. – Itemized Cost Proposal

B. – Office Supply Questionnaire