



ILLINOIS STATE UNIVERSITY  
EXHIBIT DG-1: AGREEMENT FOR SERVICES  
Effective February 1, 2022

Exhibit DG-1

Departmental Instructions for University Agreements for Services

**Use of Agreement for Services**

- Besides filling of the designated fields, **no changes can be made to this agreement without additional review by Purchasing or Legal Counsel.**
- All agreements must be signed by the vendor and fiscal agent **before** any work begins. Agreements totaling \$5,000 or over also need to be sent to Purchasing with a requisition and must be signed by the Director of Purchases **before the Agreement is considered fully executed** and services can begin.
- This agreement should not be used for leases, construction, legal services, and medical services.
- Departments should contact Purchasing for further guidance for professional & artistic service contracts (accounting, psychology, custom-produced art, etc.) totaling \$20,000 and over before sending an agreement to a vendor for signature.
- Regardless of dollar amount, conflicts of interests must be preapproved through Purchasing. A conflict of interest can occur when a Vendor/Owner or Vendor/Owner's immediate family is or has been employed by or has been a state employee in the past 3 years, is or has been an elected official, is a lobbyist, or worked on an election committee. If you believe a conflict of interest may exist or need additional information to determine if there is a conflict, please contact Purchasing to discuss how to proceed.

Purchasing can be contacted at 438-1946 or ISUPurchasing@ilstu.edu for more guidance on use of the Agreement for Services.

**SURS Annuitant Status – Section 2**

**The State University Retirement System ("SURS")** has specific rules regarding payments to annuitants who return as employees of the University or receives compensation from the University. If the individual being contracted for service ("Vendor") is receiving an annuity from SURS, the Vendor will be required to complete and submit a [SURS Sheet for other SURS covered employers](#) and provide it, along with a copy of the Vendor's Certificate of Retirement Annuity or similar document created by SURS that shows the Vendor's highest annual earnings used to calculate the Vendor's annuity under SURS, to the Benefits Division of the Human Resources Department. The Benefits Office will determine the maximum amount that can be paid under this agreement. That amount must be obtained **prior to** the finalization of this Agreement for Services. Vendors can submit forms via campus mail to Human Resources, 101 Nelson Smith Building, Campus Box 1300. Questions regarding this requirement should be directed to Janice Bonneville, Director, Benefit Services, at (309) 438-5507.

**Insurance Requirements – Section 19**

If the services involve chemical, biological, radiological, or asbestos services; fire alarm systems; food service; transportation; or heavy equipment operation; additional insurance language may be required. Contact Risk Management at 438-8291 for additional information and guidance.

**Attachments – Section 20**

"Illinois State University Certifications" are a part of every agreement. Additional attachments are required under the following conditions:

1. **Federal Certifications** – required for all contracts funded by federal grants. (Federal Grant accounts start with 11510 – 11565, 11575 and 11585) Federal Certifications referenced above can be found in the "Forms" section of the ISU Purchasing website: <http://purchasing.illinoisstate.edu/forms/>
2. **Additional attachments** - vendor quotes or statements of work should be labeled and referenced in the contract as an attachment. Note, all parties & signatures should be the same as those signing the Agreement for Services.
3. **Background Checks:** If the contract is for services to be provided at a University Laboratory School (Metcalf or U-High) and/or with minors, please contact Purchasing for more information as University background check requirements may apply.
4. **Data Security:** Any services that involve handling of University Data must comply with University policy 9.8, Policy on Information Resource Access and Security: <http://policy.illinoisstate.edu/technology/9-8.shtml> . **Additional terms and conditions may be required to protect University Data maintained or handled by vendors.** For additional guidance contact the Information Security Office at 438-5533 or [infosec@ilstu.edu](mailto:infosec@ilstu.edu).

Version 5.4.20 v2



# FACILITIES PLANNING, DESIGN, AND CONSTRUCTION

*Illinois State University*

## **University Vendor Registration & Withholding Information**

The University must have accurate reporting information to process payments to vendors in a timely fashion. The U.S. tax withholding and reporting rules governing payments to non-U.S. individuals or organizations are different from those governing U.S. citizens and permanent resident aliens.

***Please inform the vendor they must complete the University Vendor Registration Process and submit the required documents directly to the Comptroller's Business Office. The forms are available in the Accounting Forms section of the Comptroller's website. <http://accountingoffice.illinoisstate.edu/forms/>***

- **U.S. Citizens and Permanent Resident Aliens** must complete the University Vendor Registration Form and have a W-9 or substitute W-9 form on file with the ISU Comptroller Business Office prior to receiving payment.
- **Non-U.S. individuals or organizations** must complete the University Foreign Vendor Information Form and submit this form directly to the Comptroller's Business Office prior to receiving payment. Non-U.S. individuals or organizations must file different IRS withholding documents depending on the individual's immigration status or the organization/corporate status. The Comptroller's Business Office will review the vendor's Foreign Vendor Information Form and request the vendor to provide the applicable IRS withholding document.

The University's failure to process payments using the correct tax withholding status can subject the University to IRS fines and penalties.

Version 5.4.20 v2



**AGREEMENT FOR SERVICES**

This Agreement for Services is entered into by and between the Board of Trustees of Illinois State University, a body corporate and politic of the State of Illinois, hereinafter referred to as the "University" and **[insert company or individual name]** hereinafter referred to as the "Vendor". The University is entering into this agreement on behalf of **[insert department name]**. Both parties agree as follows:

1. **Services.** Vendor agrees to furnish to the University the following services:  

**Insert services to be performed or short description with below reference to attachment.**

Please specify the location where the services will be performed:

**University** or  **Other**, please specify: **[enter location here]**
2. **COVID-19 ON-CAMPUS Requirements:** While on campus, contractors and subcontractors agree their employees shall use best efforts to follow all applicable COVID-19 safety requirements, guidelines, standards, and best practices issued by applicable local, state, and federal authorities, including but not limited to, the U.S. Center for Disease Control and Prevention, the Occupational Safety and Health Administration, the Governor of the State of Illinois and the Illinois Department of Public Health. Consistent with applicable law, Contractor/Vendor also agrees to immediately notify the University Environmental Health and Safety Department if it receives information regarding a contractor or subcontractor employee who a) has received a positive COVID-19 diagnosis and b) has been present on campus in the last 7 days prior to contractor's receipt of such information. Contractor/Vendor should contact Environmental Health and Safety at 309-438-8325 to provide this notice.
3. **Annuitant Status:** Please indicate whether Vendor is currently receiving an annuity from the State University Retirement System, as defined under 40 ILCS 5/15-119. *If the Vendor is receiving an annuity, the Vendor & Agreement must be reviewed by the Benefits Division of the Human Resources Department before the Agreement can be approved and services can be performed. Please consult the instructions for specific information.*  

**Yes** or  **No**
4. **Term.** Services shall be provided for the period beginning **[Insert date services are to begin]** and ending **[Insert date services are to be completed]**.
5. **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 or (b) Vendor fails to perform to the University's satisfaction any material requirement of the resulting 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.
6. **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.
7. **Compensation.** Vendor shall receive as compensation for all work and services to be performed herein, a fee of **[insert amount]** per **[Choose a value]**. This fee will include all secretarial, clerical, and similar incidental services. Travel expenses **[Choose an item]**. Total compensation is not to exceed \$ **[insert total contract amount including travel and other expenses]**. All payments shall be made according to the Illinois State Prompt Payment Act. In the event of early termination, the Vendor shall be paid for services performed up to the effective date of termination.



# FACILITIES PLANNING, DESIGN, AND CONSTRUCTION

*Illinois State University*

8. **Subject Data.** In consideration for the payment described, the Vendor agrees to assign all rights, title, and interest in all deliverable Subject Data first produced under this agreement, including copyright, to the University. For purposes of this paragraph Subject Data shall include but not be limited to all notes, designs, drawings, memoranda, reports, computer programs/input and output, and other technical data produced pursuant to this Agreement, but shall not include Vendor's pre-existing intellectual property including previously copyrighted material, material licensed to the University, or other prior art. Vendor understands the University shall have exclusive right to use the Subject Data for any purpose, including but not limited to use, reproduction, distribution, sale, licensing, and sublicensing of the Subject Data, and the development of derivative works based in whole or in part on the Subject Data, without further compensation to Vendor. For data not first produced under this agreement, the Vendor certifies that it has acquired the necessary rights/licenses for the University to copy and use said data, at its discretion, without compensation by the University. In no event shall the University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in any data furnished by the Vendor under this agreement.
9. **Governing Law.** This contract shall be governed and construed in accordance with the laws of the State of Illinois.
10. **Legal compliance.** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University, applicable University policies, including the Illinois Freedom of Information Act. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations, and applicable University policies and procedures.
11. **Nondiscrimination.** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), in the performance of this agreement.
12. **Export Control.** Vendor shall take all actions necessary to ensure compliance with all U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of Vendor, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect. Vendor shall also notify the University if any of the individuals, equipment, data, services provided, or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, or otherwise subject to Office of Foreign Assets Control restrictions.
13. **Use of University Name.** Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University.
14. **Enforcement.** The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
15. **Assignment.** This Agreement may not be assigned by Vendor without the prior written consent of University. Such consent shall not be unreasonably withheld.
16. **Severability.** If any provision of this agreement is held unenforceable, the provision shall be severed, and the remainder of this agreement will continue in full force and effect.
17. **Independent Contractor.** Vendor shall have sole control over the manner and means of providing the work and services performed under this agreement. The University's relationship to the Vendor under this agreement shall be that of an independent contractor. Vendor shall not be considered an agent or employee to the University for any purpose. In the event that it becomes necessary for the Vendor to be legally classified as a University employee in accordance with Internal Revenue Service guidelines, such reclassification may require the withholding of taxes from payments to the Vendor.
18. **Withholding/Legal Status.** The Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information provided by Vendor to the University in University's vendor registration process is true



and correct. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.

**19. Liability.** It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party. The University shall not agree to any additional provision that requires the University to indemnify the Vendor, limits the liability of the Vendor for property damage or personal injury, binds the University to arbitration proceedings for claims under this Agreement, obligates the University to pay costs of collection or attorney's fees, or otherwise requires the University to waive the sovereignty of Illinois.

**20. Insurance.** During all times relevant to this agreement, the vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University and shall provide proof of coverage upon request. Additional insurance coverage may be required for this agreement depending upon the services provided by the vendor.

**21. Attachments.** Vendor agrees to complete and abide by the following documents attached hereto and made a part hereof:

- Certifications & Additional Terms
- Federal Funding Certifications & Assurances
- Attachment A – Click or tap here to enter text.
- Attachment B –Click or tap here to enter text.

To the extent, any Attachment is inconsistent or incompatible to the Agreement for Services, the parties agree that the Agreement for Services terms and conditions shall take precedence and the conflicting provisions of the Attachment shall be null and void.

**22. Force Majeure.** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

**23. Amendments.** This agreement shall not be amended, modified, altered, or changed except by mutual agreement confirmed in writing by both parties.

**24. Conflict of Interest.** Vendor affirms that, to the best of its knowledge, there exists no actual or potential conflict between Vendor's family, business, or financial interests and its obligations, as such conflicts are defined under 30 ILCS 500/50-35). Vendor affirms that neither Vendor, nor any immediate family member of Vendor, nor any individual with a beneficial ownership interest in Vendor; including but not limited to:

- a. Have held employment with the State of Illinois, including contractual employment in the last 3 years;



**FACILITIES PLANNING,  
DESIGN, AND CONSTRUCTION**  
*Illinois State University*

- b. Have held or are related to any individual that has held i) elective office with the State of Illinois or any Illinois local government or ii) appointed office with the federal government, the State of Illinois, or Illinois local government in the last 3 years;
- c. Is employed as or has been employed in the last 3 years as a registered lobbyist in the State of Illinois;
- d. Is or has held compensated employment in the last 3 years, or is related to anyone in their immediate family that has held compensated employment in the last 3 years, for any campaign or election committee required to be registered with the State or federal Board of Elections

**25. Entire Agreement.** This agreement with all attachments, amendments and documents incorporated by reference shall constitute the entire agreement between the parties and supersedes all prior communications and writing concerning the subject matter of this agreement.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties. Both parties agree that this Agreement is not effective until signed by all authorized parties. Agreements for \$5,000 or more are not valid until signed by the University Director of Purchasing.

**The Board of Trustees of  
Illinois State University**

\_\_\_\_\_  
Budget Officer/Fiscal Agent      Date

\_\_\_\_\_  
Budget Officer/Fiscal Agent Name & Title

\_\_\_\_\_  
Director of Purchases (\$5,000+)      Date

\_\_\_\_\_  
Director Benefit Services  
(required if Vendor is Annuitant) Date

**Vendor Name**

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Vendor Telephone Number

\_\_\_\_\_  
Vendor Fax Number

\_\_\_\_\_  
Vendor E-mail Address



#### Certifications and Terms

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

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

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

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

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

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at



- least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
  10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60
  11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
  12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
  13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
  14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
  15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
  16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
  17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
  18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
  19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
  20. Drug Free Workplace
    - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act
    - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580
  21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582





# FACILITIES PLANNING, DESIGN, AND CONSTRUCTION

*Illinois State University*

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43



# FACILITIES PLANNING, DESIGN, AND CONSTRUCTION

*Illinois State University*

## **Additional Terms:**

**Assignment and Subcontracting:** (30 ILCS 500/20-120) Any 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 their contract.

**Audit / Retention of Records:** (30 ILCS 500/20-65) 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.

**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.

**Transportation Sustainability Procurement Program Act** (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

**Expatriated Entity:** For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritional products regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

**Sexual Harassment Policy:** Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.