



CONTRACT FOR SERVICES

1. **Parties:** This Contract is entered into by and between The Board of Trustees of Chicago State University, a body politic and corporate of the State of Illinois, hereinafter referred to as the "University" and:

2. Vendor's Name (hereinafter "Vendor") _____ Vendor's Address: _____

3. **Scope:** Describe the services to be provided by Vendor. If an Award is a part of this proposed Contract, please include the Award number below. Any bid or RFP documents, specifications, terms and conditions, and University documents from the resulting Award are hereby incorporated into this Contract.

4. List Vendor's documents to be attached to this Contract:

5. **Term:** Services under this Contract will begin _____ and end _____
 The maximum term of the resulting Contract, including any renewal terms or extensions, must not exceed ten years. Start and end dates for services must be consistent with Vendor document(s) listed in section 4 above. 'Upon signature of both parties' may be used as a start date in certain circumstances. Services cannot begin until Contract is signed by both parties and a Purchase Order has been established.

6. **Termination for Cause:** A party that defaults in performance or commits a material breach of this Contract ("defaulting party") shall have ten days to cure the default or breach after receiving written notice from the other party. The non-defaulting party may terminate this Contract without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed to by the parties in writing.

7. **Termination for Convenience:** The University may terminate this Contract for convenience and without cause upon thirty days' prior written notice to Vendor. Upon termination, Vendor shall be paid for work satisfactorily completed.

8. **Effect of Termination:** In the event of early termination for any cause, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for services performed to the date of termination. University is not obligated to pay Vendor for services until Vendor provides all Subject Data that is in progress or completed as of the date of termination. Vendor must comply with University's instructions to either destroy or return to University all information previously furnished to Vendor.

9. **Compensation:** Maximum compensation for all work and services to be performed, including travel expenses, will not exceed _____
 . Reasonable travel expenses will not exceed _____ and will be reimbursed with prior University approval and in accordance with University policy. Reimbursement requires appropriate documentation as determined by the University. The University agrees to pay Vendor for services performed as follows:
 A one-time lump sum payment of As invoiced, net 30 days Other arrangement as follows

10. **Illinois State Prompt Payment Act:** All payments will be made according to the Act (30 ILCS 540/0.01). University may withhold or void any invoice, in whole or in part, to protect University from loss due to Vendor's unsatisfactory performance, damage to University property, or incomplete, inaccurate or unauthorized billing. University may withhold final payment until Vendor has performed all services to University's

reasonable satisfaction in accordance with scope of work specified in this Contract. To receive payment, Vendor must submit an appropriately itemized invoice to University for services performed and allowable expenses incurred.

11. **Taxpayer Identification:** Vendor certifies that its Federal Taxpayer's Identification Number or Social Security Number is:

12. **Legal Status:** Vendor certifies it is doing business as a (check one):

- | | |
|--|---|
| Individual | Governmental |
| Sole Proprietor | Nonresident alien |
| Partnership | Estate or trust |
| Legal Services Corporation | Pharmacy (Non-Corp.) |
| Tax-exempt | Pharmacy/Funeral Home/Cemetery (Corp.) |
| Corporation providing or billing medical and/or health care services | Limited Liability Company
(select applicable tax classification) |
| Corporation NOT providing or billing medical and/or health care services | D = disregarded entity
C = corporation
P = partnership |

13. **Independent Contractor:** Vendor shall have sole control over the manner and means of providing the work and services performed under this Contract. Vendor's relationship to University under this Contract shall be that of independent contractor. Vendor shall not be considered an agent or employee of the University for any purpose. If Vendor is an individual, the University reserves the right to re-classify Vendor's status to that of an employee in accordance with Internal Revenue Service guidelines. Such reclassification may require the withholding of taxes.

14. **Appropriation Contingency:** If this Contract is funded from State of Illinois appropriated funds, Vendor understands this Contract is subject to termination and cancellation in any year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of the Contract. In the event of termination for lack of appropriation, Vendor shall be paid for services performed under this Contract up to the effective date of termination. 30 ILCS 500/20-60.

15. **Confidentiality:** Vendor recognizes and acknowledges this Contract creates a confidential relationship between Vendor and University and that any information furnished by University shall be treated as confidential. Vendor shall not disclose information unless specifically authorized and required to do so by law. Vendor is hereby advised that any part of this Contract or any materials provided by Vendor and marked as confidential, proprietary, or trade secret, can be protected only to the extent permitted by Illinois statutes.

16. **Insurance:** Vendor shall maintain for the duration of this Contract a policy or policies of insurance with adequate coverage and limits to satisfy all liabilities relating to its performance of work. Vendor shall comply with applicable laws governing workers compensation and mandatory insurance for vehicles. University reserves the right to request a certificate of insurance at any time.

17. **Indemnification:** Vendor shall indemnify and hold University and its officials, representatives and employees harmless from and against any and all loss, claims, damages, or judgments for damages and expenses incidental to the defense thereof including reasonable attorney's fees brought or entered against or incurred by, any or all of them to the extent such is a direct result of the negligent or wrongful act or omission of Vendor or its agents, employees or subcontractors in connection with the performance or act of Vendor under the Contract. This indemnification shall survive the termination of the Contract.

18. **Subject Data:** In consideration for the payment described, Vendor agrees to assign all rights, title and interest in all deliverable Subject Data first produced under this Contract, including copyright, to the University. 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 Contract, but shall not include Vendor's pre-existing intellectual property, previously copyrighted material, material licensed to the University, or other prior art. Vendor understands the University shall have the 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 Contract, 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 Contract.

19. **Architectural, Engineering and Land Surveying Qualifications Based Selection Act:** Vendor certifies compliance with provisions of this

20. **Criminal Background Checks:** If Vendor will be performing any services at a University owned, rented or leased property, Vendor certifies that it has performed criminal background checks, including sex offender record information on all of its employees, agents, and subcontractors who will be performing the services. The criminal background checks must include all jurisdictions where the employee/agent/subcontractor has resided within the past seven years. Vendor also certifies that it will not allow any of its employees, agents, and subcontractors with a criminal conviction for a violent felony and/or a sex offense (misdemeanor or felony) to perform services at a University owned, rented or leased property.
21. **Construction Contract / Responsible Bidder:** Vendor certifies compliance with the Construction Contracts/Responsible Bidder Requirements. Vendor and subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training. 30 ILCS 500/30-22.
22. **Disclosure of Business with Iran:** Vendor certifies compliance with the disclosure requirement requiring companies seeking to do business with University to make certain disclosures related to the conduct of business with the government of Iran. 30 ILCS 500/50-36.
23. **Disclosure of Identity of Owners and Trust Beneficiaries:** This only applies to vendors who enter into any contract relating to the ownership or use of real property. Vendor shall disclose the identity of every owner and beneficiary having any interest, real or personal, in such property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of any limited liability company, corporation, or limited partnership having any interest, real or personal, in such property. 50 ILCS 105/3.1.
24. **Excluded Party List:** Vendor certifies that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to any Contract with University is currently the subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS) which lists parties excluded from Federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. Vendor certifies that neither Vendor, nor any of its employees or subcontractors who may provide services pursuant to any Contract with University, is not currently on any State or Federal Excluded Party List. University will terminate this Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
25. **Family Educational Rights and Privacy Act (FERPA):** Student educational records are protected by FERPA and the written authorization of student(s) must be obtained before student data can be released. Vendor shall be required to ensure all work under the Contract complies with FERPA and to indemnify and hold harmless University from any claims, complaints and/or causes of action arising from an alleged violation of FERPA.
26. **Federally Funded Projects:** If this Contract is federally funded, Vendor certifies that: 1) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; 2) It has not, within a three year period preceding this Contract, been convicted of, had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction, violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; 3) It is not presently indicted or criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above; 4) It has not within a three year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; 5) No federal appropriated funds have been paid or will be paid by the Vendor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement; 6) If any non-federal funds have been paid or will be paid by the Vendor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the Vendor shall complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions; and 7) It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.
27. **Financial Disclosure and Potential Conflict of Interest:** Vendor agrees that it has no public or private interest and shall not acquire, directly or indirectly, any such interest that would conflict in any manner with the performance of its services under this Contract. Vendor agrees to comply with the provisions of 30 ILCS 500/50 prohibiting conflicts of interest. Vendor further represents that any disclosures required, if applicable, have been made and are true and correct. 30 ILCS 500/50-35.
28. **Freedom of Information Act (FOIA):** As an independent contractor of the University, records in the possession of Vendor related to this

Contract may be subject to the Illinois Freedom of Information Act (FOIA). Vendor shall immediately provide the University with any such records requested by the University in order to timely respond to any FOIA request received by the University. The University will review all such records to determine whether FOIA exemptions apply before disclosing the records. Information determined to be proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If Vendor refuses to provide a record that is the subject of a FOIA request to the University and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the University in any way, Vendor shall reimburse the University for all costs, including attorney's fees, incurred by the University related to the FOIA request and records at issue. 5 ILCS 140.

29. **Health Insurance Portability and Accountability Act (HIPAA):** Vendor will comply with the provisions of the Act, and the regulations promulgated thereunder, to the extent applicable in each transaction. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, S. 264.
30. **Illinois Personal Information Protection Act:** If applicable, Vendor will cooperate in good faith with the University to maintain security and integrity of personal information in compliance with the Act. 815 ILCS 530.
31. **Prevailing Wage Act:** Certain services require Vendor to pay prevailing wage rates. 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 available on the Department's website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> . 820 ILCS 130 and 30 ILCS 500/25-60.
32. **Record Retention and Right to Audit Records:** Vendor and any subcontractor agree to maintain books and records related to the performance of the Contract or subcontract and necessary to support amounts charged to the University under the Contract or subcontract for a minimum of three years from the last action on the Contract or subcontract. The three-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. Vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency. 30 ILCS 500/20-65.
33. **Full Performance:** Vendor and University for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the provisions herein contained.
34. **Force Majeure:** A party is excused from performing its obligations under this Contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal or impossible. Conditions of excuse include, but are not limited to natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions and acts or omissions of third parties. As long as conditions continue, the party whose performance is affected shall keep the other party fully informed about conditions and the prospects of their ending.
35. **Correct/Updated Information:** Vendor certifies the information contained herein is correct. Vendor understands that misrepresentation may be cause for removal from the qualified Vendor list and any other penalties allowed by law. If any Vendor information on this Contract changes, Vendor must complete a new Contract and submit to University.
36. **Governing Law:** This Contract shall be governed in all respects by the laws of the State of Illinois. The University does not waive sovereign immunity by entering into this Contract. Any claim against the University arising out of this Contract must be filed with the Illinois Court of Claims. 705 ILCS 505/8.
37. **Severability:** If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed and the remainder of this Contract will continue in full force and effect.
38. **Smoke-Free Campus Act:** Smoking is prohibited on University property, both indoors and outdoors, and includes university-owned or leased vehicles. This policy applies to any individual on campus property, including Vendor, subcontractors, guests and members of the public. It is the responsibility of the Vendor to ensure employee and subcontractor compliance. 110 ILCS 64.
39. **System and Organization Controls (SOC) Report:** To the extent applicable, Vendor agrees to provide annually, for University's review, an SOC Report, or equivalent, to ensure University's compliance. Vendor agrees to promptly correct any material deficiencies identified. 30 ILCS 10/3001.
40. **Subcontractor Disclosures:** Vendor will state whether they will utilize the services of a subcontractor to fulfill obligations under this Contract. If a subcontractor will be used, this Contract must include the names and addresses of subcontractors and the anticipated amount they will receive pursuant to the Contract. Vendor's signature attests to the fact that subcontractors will not be utilized unless such a list is attached. 30 ILCS 500/20-120 and 30 ILCS 500/35-40.
41. **Use of University Name, Logo or Seal:** Vendor will not use the name, logo or seal of the University in any written material including, but not limited to brochures, letters and circulars, without the prior written consent of the University.
42. **Entire Contract:** This Contract, together with any amendment, attached State vendor certifications, and incorporated references shall

constitute the entire Contract between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to content of said Contract. In case of any conflict between this Contract and any attachments or incorporated references, the terms of this Contract shall prevail. No modifications, renewal, extension, or waiver of this Contract or of any of the provisions of this Contract shall be binding upon either Vendor or University unless it is in writing and duly executed as provided for in the Contract.

- 43. **Signatories:** This Contract is not binding until signed by both parties. The persons signing this Contract represent and warrant that they have authority to bind their respective parties. This Contract is invalid unless signed by the President or designee for the Board of Trustees of Chicago State University.

The Board of Trustees of Chicago State University:

Vendor Name:

Signature by Finance:

Signature:

Date:

Date:

Name and Title:

Name and Title:

Signature:

Signature by President:

Date:

Date:

Name and Title:

Signature by Legal:

Date:

Name and Title:

STANDARD ILLINOIS CERTIFICATIONS

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract.

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

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

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

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

- 2) Vendor, 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.
- 3) Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) 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.
- 4) For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.
- 5) For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.
- 6) 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.
- 7) 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.
- 8) 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.

- 9) 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 and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 10) 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(b), 30 ILCS 500/50-10.5(e).
- 11) Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt or is actively disputing or seeking resolution), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 12) 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 13) 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.
- 14) 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.
- 15) Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 16) Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 17) Vendor certifies that if it has hired 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 were billed to the State. 30 ILCS 500/50-38.
- 18) 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.
- 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
 - a) 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.
 - b) If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 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.
- 22) 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.
- 23) 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.
- 24) Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.
- 25) 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.

- 26) 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.
- 27) Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 28) 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.
- 29) 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). 30 ILCS 587.
- 30) 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. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.
- 31) Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States. 30 ILCS 517.
- 32) Vendor certifies that, for the duration of this contract it:
 - a) will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.
- 33) Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.