

CHICAGO STATE UNIVERSITY

CONTRACT FOR SERVICES

PARTIES:

This Contract is entered into between The Board of Trustees of Chicago State University, on behalf of Chicago State University (hereinafter referred to as "University"), and with []

(hereinafter referred to as "Vendor") with a principal address at:

[]

SCOPE OF SERVICES:

Vendor agrees to provide the following services:

[]

The attachments listed below are incorporated into this Contract:

[]

Start and end dates on attachment(s) listed above should be consistent with start and end dates provided in this Contract below.

TERM:

The term of this Contract shall begin

[]

and end

[]

You may use the start date of 'upon signature of both parties'. Services cannot begin until the contract is signed by both parties.

Complete the following section only if this Contract is the result of a procurement award with renewal terms.

The renewal terms are as follows:

[]

Any bid or RFP documents, including specifications, terms, conditions and university documents are hereby incorporated into this Contract.

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 no more frequently than monthly for services rendered during the Contract period in accordance with the amounts specified in Contract.

The University agrees to pay Vendor for services performed as follows:

A one-time lump sum payment of []

OR

Other arrangement as follows:

[]

Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if University fails to comply with the State Prompt Payment 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: 1) unsatisfactory performance; 2) damage to University property; or 3) 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.

RIGHTS IN WORK PRODUCT:

In consideration for the payment described, Vendor assigns to University all rights, title and interest, including copyright, in all deliverable Work Product first produced under this Contract including all notes, designs, drawings, memoranda, reports, computer programs/input and output, video format, still image and soundtrack recordings. Title to all Work Product vests in University upon delivery by Vendor. University shall have the exclusive right to use Work Product for any purpose, including but not limited to the reproduction, distribution, sale, licensing and sublicensing and development of derivative works, in whole or in part, without further compensation to Vendor. Vendor represents that Work Product is original and does not infringe on third party rights. Vendor will not place any restrictive markings upon Work Product.

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.

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.

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 Work Product 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.

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 worker's compensation and mandatory insurance for vehicles. University reserves the right to request a certificate of insurance at any time.

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.

To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, University shall indemnify and hold Vendor harmless from any claims, demands, costs and expenses including reasonable attorney's fees, arising out of negligent actions by University, its officers, employees and agents in the performance of obligations under this Contract, provided that said claims, demands, costs and expenses have not been caused by or alleged to have been caused in whole or in part by the negligent or willful misconduct of Vendor. The parties agree that all claims against University are subject to the Illinois Court of Claims Act. 705 ILCS 505 et seq.

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.

ARCHITECTURAL, ENGINEERING AND LAND SURVEYING QUALIFICATIONS BASED SELECTION ACT:

If applicable, Vendor certifies it is compliance with provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act. 30 ILCS 535/60.

CONFIDENTIALITY:

Vendor recognizes and acknowledges that 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.

CONSTRUCTION CONTRACTS/RESPONSIBLE BIDDER:

If applicable, Vendor certifies that it is in 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.

CORRECT/UPDATED INFORMATION:

Vendor certifies that 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 of the Vendor information on this Contract changes, Vendor must complete a new Contract and submit to University.

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.

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 reduced to writing and duly executed as provided for in the Contract.

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. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. 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.

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.

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 of 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.

FINANCIAL DISCLOSURE AND POTENTIAL CONFLICT OF INTEREST:

Vendor covenants 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 disclosures required, if applicable, have been made and are true and correct. 30 ILCS 500/50-35.

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.

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.

FULL PERFORMANCE:

Vendor and University for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

GOVERNING LAW:

This Contract shall be governed in all respects by the laws of the State of Illinois.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

Vendor will comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations promulgated thereunder, to the extent applicable in each transaction.

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.

PREVAILING WAGE ACT:

Certain services require Vendor to pay prevailing wage rates. If applicable and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> . 820 ILCS 130.

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.

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.

SMOKE-FREE CAMPUS ACT:

Smoking is prohibited on all 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.

SUBCONTRACTOR DISCLOSURES:

Vendor will state whether or not 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 all such 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.

USE OF UNIVERSITY NAME, LOGO OR SEAL:

Vendor shall 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.

TAXPAYER IDENTIFICATION:

Under penalties of perjury, the Vendor certifies that its Federal Taxpayer's Identification Number or Social Security Number is

and is doing business as:

Please checkmark one box below:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership / Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax Exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Corp. (select applicable tax classification below) |
| <input type="checkbox"/> Other: insert business type <input type="text"/> | <input type="checkbox"/> Disregarded Entity |
| | <input type="checkbox"/> Corporation |
| | <input type="checkbox"/> Partnership |

SIGNATORIES:

This Contract shall not be binding until signed by all 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.

For the Board of Trustees of Chicago State University

Vendor

By: _____
Chief Financial Officer and Vice President

By: _____

Date: _____

Date: _____

The following signature is required on Contracts \$25,000 or more:

Name: _____

By: _____
President

Title: _____

Date: _____

Certifications

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 January 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 it 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. 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. 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
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). 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 either it: (i) is not required to register as a business entity with the State Board of Elections pursuant to 30 ILCS 500/20-160. Vendor also acknowledges that any Contract that does not comply with this section shall be voidable; or (ii) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to 30 ILCS 500/20-160. Further, Vendor acknowledges that the Contract is voidable under this section for failure to comply.
32. Vendor certifies that it is a legal entity authorized to do business in Illinois. 30 ILCS 500/1-15.80, 20-43.