

CERTIFICATIONS AND STATUTORY REQUIREMENTS

For Capital Procurement Only

Effective July 1, 2010

GENERAL TERMS:

- "Vendor" is defined as any entity that is contractually obligated to perform work on behalf of or related to the Owner, regardless of whether the entity has a contract directly with the Owner. Certain provisions contained herein are only applicable to "Subcontractor(s)". A Subcontractor is defined as a Vendor that has a contractual obligation with a prime vendor rather than directly with the Owner. "Owner" and "University" are used interchangeably within this document.
- Vendor will include these terms in any subcontract and acknowledges that this Contract may be declared void without penalty or obligation to pay additional compensation if Vendor or Subcontractors fail to fully and truthfully comply with the requirements of this Attachment or if this Contract has been made in violation of the Procurement Code or any other law.
- Vendor acknowledges that this Contract may be voided if any of the certifications made herein by the Vendor are false.
- Vendor certifies it is not legally barred from contracting with the State of Illinois and has no known conflicts of interest.
- In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.

THE FOLLOWING CERTIFICATIONS AND STATUTORY REQUIREMENTS ARE APPLICABLE FOR ALL ENTITIES EXCEPT WHERE SPECIFICALLY NOTED:

1. Vendor acknowledges and agrees that compliance in its entirety for the term of any contract and renewal is a material requirement and condition of the contract. By executing the contract, Vendor certifies compliance in its entirety and is under a continuing obligation to remain in compliance and report any non-compliance or change by January 1 of each year that this contract remains in effect. Vendor shall obtain from all Subconsultants/Subcontractors a statement of compliance with these provisions. Should vendor or its subconsultant(s)/subcontractor(s) fail to be or remain in compliance, the contract may be void by operation of law or the contract may be voidable at the option of the Owner without additional compensation. Violation of certain provisions may also be a civil or criminal offense.
2. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
3. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor is not in default on an educational loan (5 ILCS 385/3).
4. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
5. If Vendor has been convicted of a felony, 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).
6. 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, 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).
7. Vendor 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), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) 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 500/50-60).
8. Vendor 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) and acknowledges that failure to comply can result in the Contract being declared void.
9. 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 (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

10. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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).
11. Vendor has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code (30 ILCS 500/50-30).
12. Vendor 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).
13. In accordance with the Steel Products Procurement Act, 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 grants an exception (30 ILCS 565).
14. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30 ILCS 580).
15. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor 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).
16. 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 U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
17. Vendor 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).
18. Vendor complies with the Illinois Department of Human Rights Act, 775 ILCS 5/2-105 (2010), and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies.

Responsibility for Subcontractors' Compliance: The Vendor shall be responsible for compliance with applicable provisions of the Act by all Subcontractors employed by the Vendor in connection with this contract and will promptly notify both the Owner and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Vendor shall not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions.

Penalties for Noncompliance: In the event of the Vendor's noncompliance with any provision of the Illinois Human Rights Act or the Illinois Department of Human Rights' Rules and Regulations for Public Contracts, the Vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions. In addition, this contract may be canceled or voided in whole or in part and such other sanctions, penalties, or remedies may be imposed as provided by statute or regulation.

Illinois Department of Human Rights (DHR) Public Contracts Number: If Vendor has (a) employed fifteen (15) or more full-time persons at the time of application for this contract; (b) employed 15 or more persons at any time during the 365-day period prior to the date of applying for this contract; or (c) is directed to file by a contracting agency of the State of Illinois, any political subdivision, or a municipal corporation, then Vendor must have a current Public Contract Number or have proof of having submitted a completed application. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

Date of Expiration: _____

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the renewal period.

19. Vendor 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).
20. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and 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).

21. 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 or any child under the age of 12 (30 ILCS 584).
22. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
23. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it has not and will not make a prohibited political contribution.
24. Vendor is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Owner under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Owner and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Contract for which adequate books and records are not available.
25. Vendor is an existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, is registered to transact business or conduct affairs in Illinois, and is in good standing with the Illinois Secretary of State. (30 ILCS 500/1.15.80 and 30 ILCS 500/20-43)
26. Subcontractor 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. Subcontractor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration (30 ILCS 500/50-38).
27. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
28. Vendor shall pay all current and applicable city, county, State and Federal taxes, licenses, assessments, including Federal Excise Taxes, due on his work, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the Federal and State Unemployment Tax Acts.

Vendor shall accept exclusive liability for, and pay, all taxes, license fees, assessments, and excises, levied, assessed or imposed upon or on account of the execution of the contract or on the materials therefor, or on the manufacture, storage, sale, receipts from sale, transportation or delivery of the materials therefor, under any Federal, State, or local law or laws, and in the event said taxes, license fees, assessments and excises, or any part thereof, are in the first instance charged to the Owner, the Vendor shall, at the demand of the Owner, pay the Owner the amount thereof, plus any and all penalties which may have accrued thereon.

The Owner is exempted by Section 3-5 of the Illinois Use Tax Act (35 ILCS 105/3-5 (2000)) from paying any of the taxes imposed by that Act, and sales to Owner are exempt by Section 2-5 of the Illinois Retailer's Occupation Tax Act (35 ILCS 120/2-5 (2000)) from any of the taxes imposed by that Act. The Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities, are not taxable retail sales.

29. This applies only if procuring Owner receives Medicare or Medicaid funding. Contractor certifies that neither it nor any of its directors, officers, employees, agents or subcontractors who may provide services pursuant to this Contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Contractor shall provide University immediate written notice if Contractor learns that this certification was erroneous when made or if Contractor or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency.

Contractor further certifies that neither it nor any of its Agents is presently subject to 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 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.

30. This applies to information technology contracts and is otherwise not applicable. Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at <http://www.dhs.state.il.us/page.aspx?item=32765> (30 ILCS 587).

31. This applies to service contracts and is otherwise not applicable. 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 performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.

32. The following certification is applicable for prime vendors only. Vendor has certified 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)

In accordance with 30 ILCS 500/20-160, Vendor certifies that either:

- or
- ☐ Vendor is not required to register as a business entity with the State Board of Elections.
- ☐ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act.

33. The following certification is applicable for prime vendors only. Disclosure of Business in Iran: You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation. (30 ILCS 500/50-36)

Within the 24 months before submission of the renewal offer the vendor, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

- (a) the Government of Iran;
- (b) companies in which the Government of Iran has any direct or indirect equity share;
- (c) consortiums or projects commissioned by the Government of Iran; or
- (d) companies involved in consortiums or projects commissioned by the Government of Iran;

AND

(1) more than 10% of the company's revenues produced in, or assets located in, Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in, or assets located in, Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action;

OR

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

- ☐ NO, the above information does NOT apply to our firm.
- ☐ YES, the above information DOES apply to our firm. We understand that the participating Owner is required to notify the State Comptroller of this disclosure.

34. The Vendor certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with respective Owner a written program that meets or exceeds the requirements of the Act. The Vendor shall require this certification provision to be included in all sub-agreements.
35. The following certification is applicable for professional services consultants and subcontractors only. The Vendor certifies in addition to all applicable certifications and statutory requirements listed previously in said document that it is authorized to practice those specified professional services in contractual agreement under the applicable Illinois licensing and registration statutes.
36. The following certification is applicable for professional services consultants and subcontractors only. Vendor shall comply with the Copeland "Anti-Kickback" Act, as codified in 18 USC 874 (2010), and comply with the payment provisions and obligations detailed by the Office of the Secretary of Labor in 29 CFR, Part 3 (2010).
37. The following certification is applicable for professional services consultants and subcontractors and this applies only if procuring Owner receives Medicare or Medicaid funding. Vendor agrees to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records necessary to verify the costs of services rendered under this agreement. Vendor further agrees to make said contract and any books, documents and necessary records available until the expiration of four years after the completion of the agreement. In the event Vendor subcontracts any and all of its duties under this contract to another party and said subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Vendor agrees that the subcontract shall contain a clause requiring the subcontractor to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, the subcontract and any books, documents and records of the subcontractor that are necessary to verify the nature of the costs under the subcontract. Vendor agrees to indemnify and hold harmless the Owner in the event that any of its Medicare reimbursement is denied or disallowed due to the failure of Vendor or any of its subcontractors to comply with the requirements of this provision. Such indemnity shall include but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and fees.
38. The following certification is applicable for contractors and subcontractors only. The Vendor certifies that it and its subcontractors are in compliance with the Illinois Procurement Code, 30 ILCS 500/30-22(6), Apprenticeship and Training Program requirement for each division of work bid. The program(s) must be in the same trade(s) in which the Vendor or its subcontractor(s) perform Work. For information on how to participate in or set up a program, Bidders may call the U.S. Department of Labor (312/596-5505) or check the USDOL website: <https://www.apprenticeship.gov>.
Proof of Compliance - Apprenticeship and Training Program#(s) _____.
39. The following certification is applicable for contractors and subcontractors only. Pursuant to the Prevailing Wage Act, Vendor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et. seq. (2010). The vendor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the vendor, including assigned subcontractors, for services performed. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the vendor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the vendor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

40. The following certification is applicable for contractors and subcontractors only. Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq. (2010)
41. The following certification is applicable for contractors and subcontractors only. Pursuant to the Veterans Preference Act, Vendor shall give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, pursuant to the guidelines in 330 ILCS 55/0.01 et. seq. (2010)
42. The following certification is applicable for contractors and subcontractors only. Pursuant to the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et. seq. (2010)), Vendor shall not refuse or deny employment to any person in any capacity on the ground of unlawful discrimination, nor subject any person to unlawful discrimination in any manner, in connection with the Agreement
43. The following certification is applicable for contractors and subcontractors only. Pursuant to the Health and Safety Act, Vendor shall provide reasonable protection to the lives, health and safety of its employees and provide such employees with employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm, pursuant to the guidelines set forth in 820 ILCS 225/0.01 et. seq. (2010).
44. The following certification is applicable for contractors only. *Affidavit to Maintain a Primary Place of Employment in Illinois.* By his/her signature, the officer of Vendor signing these certifications makes the following affirmation on behalf of Vendor as required by 30 ILCS 500/30-22(8): If awarded a Contract, Vendor will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the Contract throughout the term of the Contract.
45. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
46. 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
47. 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.
48. 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

By signing this form, Vendor certifies that the above information is accurate and complete:

Company name: _____

Address: _____

Telephone number: _____

FTIN: _____

(Do NOT provide Social Security number)

Project Name/ #: _____

Signature: _____

Printed name/Title: _____

Date: _____