

**ILLINOIS STATE UNIVERSITY  
TWO PARTY AGREEMENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

ARTICLE 1 - The parties (The Board of Trustees Illinois State University and the above named) hereto agree as follows: The above named shall provide the following services during the term of this agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The services provided for herein shall be performed by the above named. No person or subcontractor other than above named shall be engaged upon such services, unless a written statement is provided to the contrary and a list, with names, addresses, and the anticipated amount of money subcontractor will receive is attached to the agreement. This provision shall not apply to secretarial and clerical services needed by the above named to assist in the performance of this agreement. Above named shall not hire University employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except upon the written approval of the University.

**ARTICLE 2 – Place of Performance**

Above named shall perform his/her services under this contract at Illinois State University campus, unless work is to be performed off campus, address listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 3 – Term of Agreement**

The term of performance of this agreement shall be from \_\_\_\_\_ until \_\_\_\_\_ inclusive. (Not beyond June 30 of the fiscal year if to be paid from State Appropriated Funds.) This agreement may be terminated by either party upon ten (10) days prior written notice to the other party. In the event of termination, the above named shall be paid on a per diem basis for services performed under this agreement.

**ARTICLE 4 – Fee and Payment**

In consideration of performance of this contract, the above named shall receive a fee of \$\_\_\_\_ up to a maximum of \$\_\_\_\_\_ for the period which is inclusive of all expenses incurred. Payment shall be made upon submission of a signed invoice to the University Purchasing Office. Illinois State University does not pay deposits.

**ARTICLE 5 – Conflict of Interest**

No Contract will be awarded to a member of the immediate family of any employee of the University, or to a firm, partnership, association or corporation the owner or principal owners or major officers or primary employees of which are members of the immediate family of employees of Illinois State University, unless such purchase or contract has been approved in writing by the President of the University.

Above named hereby affirms, that to the best of his knowledge there exists no actual potential conflict between above named's family, business or financial interest and his/her services under this agreement, and in the event of change in either his/her private interests or service under this agreement, he/she will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.

**ARTICLE 6 – Independent Contractor**

The parties to this contract intend that the relation between them created by this contract is that of University and Independent Contractor. The University is interested only in the results obtained under this contract; the manner and means of providing the services called for by this contract are under the sole control of the contractor. Above named will not be considered to be an agent or employee of the University for any purpose.

**ARTICLE 7 – Liability**

Contractor/vendor shall indemnify the University against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by the negligent performance of this contract by above named.

**ARTICLE 8 – Other**

This contract is subject to termination and cancellation without penalty in any year for which the 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, payment will be made for services performed up to the effective date of termination.

Contractor/vendor certifies it is not a State of Illinois employee, nor is any State of Illinois employee entitled to more than seven & one half percent (7½%), or together with a spouse or minor child more than fifteen percent (15%), of the total distributable income of seller. (30 ILCS 500/50-13)

Contractor/vendor certifies that same has not committed bribery or attempted bribery of an officer or employee of the State of Illinois. (30 ILCS 500/50-5). Contractor/vendor certifies that same has not been barred from conducting business with the State of Illinois or any State agency as a result of being convicted of a felony. (30 ILCS 500/50-10).

Contractor/vendor certifies that neither their business nor any officer, director, partner, or other managerial agent of the business 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 for a period of five years prior to the date of the bid or contract. Every bid submitted to and contract executed by the State shall contain a certification by the bidder or contractor that the contractor is not barred from being awarded a contract under this Section and that the contractor acknowledges that the contracting State agency shall declare the contract void if the certification completed pursuant to this subsection is false. If a business is not a natural person, the prohibition applies only if:

1. The business itself is convicted of a felony.
2. The business is ordered to pay punitive damages based on the conduct of any officer, director, partner, or other managerial agent who has been convicted of a felony. (30 ILCS 500/50-10.5)

Contractor/vendor certifies per 770ILCS 5/33E-11 that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating). Contractor/vendor certifies that same is not in default for a period of six (6) months or more in the amount of \$600 or more on the repayment of any educational loan guaranteed by the State Scholarship Commission under the Higher Education Student Assistance Law, or any educational loan made by any institution of higher education made under the Illinois Independent Higher Education Loan Authority under the Illinois Independent Higher Education Loan Authority Act, or any other loan from public funds made for the purpose of financing an individual's attendance at an institution of higher education. (5 ILCS 385/3).

Contractor/vendor certifies that same is not barred from being awarded a contract pursuant to 30 ILCS 500/50-11, which prohibits a person from submitting a bid or entering into a contract with a State agency if he/she or any affiliate knows or should have known that he/she or any affiliate is delinquent in the payment of any debt to the State, as determined by the Debt Collection Board, unless they have entered into a deferred payment plan. Further, contractor/vendor acknowledges that the contracting State agency may declare any contract void if contractor/vendor becomes delinquent in the payment of any debt as set forth in 30 ILCS 500/50-11 during the term of this contract.

Contractor/vendor certifies that same has not been found in willful or knowing violation of the Environmental Protection Act. Unless otherwise provided, no person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act shall do business with the State of Illinois or any State agency from the date of the order containing the finding of violation continues to have any involvement with the business. A person or business otherwise barred from doing business with the State of Illinois or any State agency may be allowed to do business with the State of Illinois or any State agency if it is shown that there is no practicable alternative to the State to contracting with that person or business. (30 ILCS 500/50-12)

Contractor/vendor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1, et. seq.) and is in compliance with the act on the effective date of this contract. The Act requires, in part, that contractors/vendors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that contractors/vendors not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Contractor/vendor shall comply with the requirements of 30 ILCS 500/20-65, which includes the requirement to maintain books and records relating to the performance of this contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract, for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of three (3) years from the later of the date of final payment under the subcontract or completion of the subcontract.

Contractor/vendor certifies that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 USCA App. §2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

Contractor/vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-102 et seq.), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal employment opportunity clause of the Illinois Human Rights Act is incorporated herein (775 ILCS 5/2-105). Contractor/vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR 60-1, et seq.). Contractor/vendor agrees to incorporate this clause into all subcontracts under this contract.

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

STATE BOARD OF ELECTIONS REGISTRATION (P.A. 95-971), By acceptance of this contract:

The Contractor certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30ILCS 500/20-160). Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(or)

The Contractor certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number or Social Security Number.** (Individuals & Sole Proprietorships indicate Social Security Number. Other Entities indicate FEIN).

Business or Individual's Name \_\_\_\_\_  
(as it appears on U.S. Government issued document)

I am doing business as: (please check one)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Individual          | <input type="checkbox"/> Real Estate Agent                      | <input type="checkbox"/> Not For Profit Corp.  |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity [IRS 501 (A) only] | <input type="checkbox"/> Tax Exempt Org.       |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Trust or Estate                        | <input type="checkbox"/> Medical & Health Care |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Provider Corporation                   | <input type="checkbox"/> Service               |

Proprietorships, Partnerships & Corporations must indicate the name of each individual having a beneficial interest of more than 7 1/2% and each individual who, together with spouse or minor children, has a beneficial interest of more than 15% if contract amount exceeds \$5,000.00.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a Corporation, identify Corporate Officers & Directors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are any of the persons listed above Elected Officials, Members Of The General Assembly, State Officers, Illinois State University Employees, Illinois State Employees or the spouse or minor child of such Official, Assembly Member, Officer Or Employee?  Yes  No

Illinois Dept. of Human Rights (FEPC) Pre-qualification Number: \_\_\_\_\_  Exempt

This number or a statement by the contractor/vendor that a PC-1 Employer Report form has been submitted to the commission may be necessary for the contractor/vendor to be eligible for consideration on this contract. Contact the Illinois Dept. of Human Rights, 100 W Randolph St., Chicago IL 60601, (312) 814-2432 for further information. All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box.

Identification of residency status in the United States of America:

I attest, under penalties of perjury, that I am (check one of the following):

- A citizen or national of the United States of America
- A non – U.S. citizen. If a non – U.S. citizen, indicate immigration status \_\_\_\_\_

By signing this form, Contractor/vendor signifies acceptance and compliance with the terms and conditions shown herein. Any exceptions must be clearly identified in a cover letter referencing the pertinent section. Persons signing this form represent that they are authorized to bind their respective entities.

CONTRACTOR/VENDOR SIGNATURE \_\_\_\_\_  
Signature Date

APPROVALS FOR THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY

\_\_\_\_\_  
Director of Purchases if over \$2500 Date

\_\_\_\_\_  
Illinois State University Fiscal Agent Date