

**ILLINOIS STATE UNIVERSITY
TWO PARTY AGREEMENT**

Name: _____

Address: _____

City, State, Zip: _____

ARTICLE 1 - The parties (The Board of Trustees of 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 \$_____ per _____ 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.

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.

Contractor/vendor certifies in accordance with the State of Illinois State Prohibition of Goods from Forced Labor Act (30ILCS 583/) that no foreign-made equipment, materials, or supplies furnished to the State may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal action.

Contractor/vendor certifies in accordance with the State of Illinois Prohibition of Goods from Child Labor Act 94-0264 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.

Contractor/vendor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/) that each contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works made by a public agency shall contain a provision that steel products used or supplied in the performance of that contract or any subcontract shall be manufactured or produced in the United States.

Contractor/vendor certifies in accordance with the State of Illinois Public Works Preference Act (30 ILCS 560/) and Employment of Illinois Workers on Public Works Act (30ILCS 570/) that every person who is charged with the duty of constructing of building any public works project or improvement for the State of Illinois shall employ only Illinois laborers, unless such are not available, or are incapable of performing the particular type of work involved.

Contractor/vendor certifies in accordance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/) that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work for the benefit of the State.

Contractor/vendor certifies that they, and all relevant subcontractors and affiliates, are in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/), if applicable. Also, for printing services, if order is \$2,000 or more, employees who are to produce the printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the work is to be performed (30ILCS 500/25-60). Unless otherwise indicated, printing must be produced using soybean oil-based ink (50 ILCS 520/10).

Contractor/vendor certifies that they are in compliance with the requirement of 30 ILCS 500/30-22, which states: Construction contracts; responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:

1. The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
2. The bidder must comply with all applicable provisions of the Prevailing Wage Act.
3. The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United State Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order NO. 11375.
4. The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
5. The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
6. The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt of use of federal funds in support of such a project.

If this contract is federally funded, the vendor certifies that:

Debarment and suspension (E.O.s 12549 and 12689): Vendor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): (pertains to construction or repair contracts over \$2,000) The vendor and its subcontractors certifies that it complies with the Copeland Anti-Kickback Act which provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): (pertains to construction contracts over \$2000 and mechanics and laborers contracts over \$2500) Vendor certifies that it complies with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act. Section 102 requires contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous.

Rights To Inventions Made Under a Contract or Agreement: (pertains to contracts for performance of experimental, developmental, or research work) Any resulting contract or agreement for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: (pertains to contracts over \$100,000) Vendor certifies that it and its subcontractor(s) comply with all applicable standards, orders or regulations issued pursuant to this Clean Air Act and this Federal Water Pollution Control Act.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): (pertains to contracts over \$100,000.) Vendor and its subcontractors certify that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The contractor and its subcontractor(s) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Please check the statement below that applies to the articles you are offering in this bid/proposal if applicable.
 For the purposes of this question "manufactured in the United States" means in the case of assembled articles that final assembly occurred in the United States.

- We certify that all offered articles were/ will be manufactured in the United States.
 We understand that, if we are awarded a contract based on a preference for US manufactured goods under the Procurement of Domestic Products Act (PA 93-0954), this certification will become part of the contract, and, if we knowingly supply non-US manufactured goods, we will be subject to penalties that include debarment for 5 years, voiding of the contract, and civil damages.
- We are unable to certify that all offered articles were/ will be manufactured in the United States.

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 Service |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Provider Corporation | |

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 is 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