Terms and Conditions


ALTERATION/MODIFICATION OF ORIGINAL DOCUMENTS: Vendor certifies that no alterations or modifications may be made to the original content of this bid, request for proposal (RFP) or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternate or exceptions (whether to products, services, terms, conditions or other procurement document subject matter) are apparent and clearly noted in the offered response. The vendor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

ASSIGNMENT AND SUBCONTRACTING (30 ILCS 500/20-120): Any contract may not be assigned or transferred in whole or in part by vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the contract. All subcontracts must include the same certifications and disclosures that vendor must make as a condition of their contract.

AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason: (2) the Governor decreases the department’s funding by reserving some or all of the department’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

BUSINESS ENTERPRISE PROGRAM (BEP) (P.A. 87-701): A minority owned business is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock which is owned by one or more minority persons and the management and daily operations of which are controlled by one or more of the minority individuals who own it. Minority shall mean a person who is a citizen or lawful permanent resident of the U.S. and who is Black, Hispanic, Asian American, American Indian, Alaskan Native, female or qualified disabled person. For clarification of ethnic categories, contact the BEP of the Illinois Department of Central Management Services (CMS).

CONFLICTING DOCUMENTS: In the event of a conflict between the contract certifications and the contract or purchase order, whichever may be the case, contract certifications shall control.

GOVERNING LAW: All contracts shall be governed and constructed in accordance with the laws of the State of Illinois. Venue shall be in Coles County, Illinois.

INDEMNIFICATION: The vendor shall defend, indemnify, keep and save harmless the Board of Trustees, its board members, representatives, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney’s fees, caused by, growing out of, or incidental to, performance of work under a contract by contractor or their subcontractors to the full extent which would render these provisions void or unenforceable. In event of any such injury (including death) or loss or damage, or claims therefore, contractor shall give prompt notice to owner.

PREVAILING WAGE (820 ILCS 130/3 et. seq.): When applicable, all vendors must include payment of prevailing wages to all workers, in accordance with the Illinois Department of Labor, Rules and Regulations and the current Coles County Prevailing Wage rate table for Coles County, Illinois.

PRINTING SERVICE (50 ILCS 520/10 & 30 ILCS 500/25-60): If order is $2,000 or more, employees producing the printing shall receive the prevailing wage rate and be working under conditions prevalent in the locality where the work is to be performed. Unless otherwise indicated, printing must be produced using soybean oil-based ink.

RECORDS RETENTION (30 ILCS 500/20-65): The vendor and any subcontractors shall maintain, for a minimum of three years after completion of contract, adequate books, records and supporting documents to verify amounts, receipts and uses of all disbursements of funds passing in conjunction with this contract. Records shall be available for review and audit by the Auditor General. If this order is funded from contract/grant funds provided by the U.S. Government, the order, books and records shall be available for review and audit by the Auditor General of the U.S. and/or the Inspector General of the federal sponsoring agency. The vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, CPO, internal auditor and the purchasing agency. Failure to maintain records required by this provision shall establish a presumption in favor of the State for recovery of any funds paid by the State under contract for which adequate records are not available to support their purported disbursement.

RECYCLED MATERIALS (30 ILCS 500/45-20): When a public contract is to be awarded to the lowest responsible vendor, an otherwise qualified vendor who shall fulfill the contract through the use of products made of recycled materials may, on a pilot basis or in accordance with a pilot study, be given preference over other vendors unable to do so, provided that the cost included in the bid of products made of recycled materials is not more than 10% greater than the cost of products not made of recycled materials.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT (P.A. 095-0635): The vendor certifies that it is in compliance with this Act. The Act requires, in part, that a written substance abuse prevention program which meets or exceeds the program requirements of the Act be filed with EIU prior to commencement of any work. The Act also requires the program to be made available to the general public. The provisions of the Act apply only to the extent that there is not a collective bargaining agreement in effect dealing with the subject matter of the Act.

NOTE: EIU pays all invoices pursuant to the State of Illinois Prompt Payment Act (30 ILCS 540).
EIU Small Purchase Certifications must be completed when responding to an EIU Request for Quote (RFQ) if the vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have a current IPG Registration Number with an unexpired date.

If the vendor is registered in the Illinois Procurement Gateway (IPG) and does have a valid unexpired IPG registration number, the vendor may complete and submit Form B with their response which can be found at [http://www.illinois.gov/cpo/HigherEd/Documents/Form B.docx](http://www.illinois.gov/cpo/HigherEd/Documents/Form B.docx).

To verify registration, go to the Illinois Procurement Gateway and search the Registered Vendor Directory. If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration. You must submit with your solicitation response the information requested on the EIU Small Purchase Certifications until you receive an approval with your registration number and expiration date.

Failure to provide the applicable EIU Small Purchase Certifications or Form B may render the submission non-responsive and result in disqualification.

1. 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.

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 July 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.

1.1. 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.

1.2. 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

1.3. 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

1.4. Vendor certifies it has neither been convicted of bribery 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

1.5. 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

1.6. 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, 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

1.7. 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)

1.8. 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
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

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

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

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

This applies to construction, reconstruction, alteration, repair or maintenance of public works. 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

Drug Free Workplace
1.4.1. 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. 
1.4.2. If vendor is an individual and this contract is worth more than $5,000, vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580

This applies to contracts over $10,000. 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

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

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

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](http://www.dhs.state.il.us/iitaa). 30 ILCS 587

This applies to contracts that were let for bid. 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 5/33E-3, 33E-4

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.

Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37

A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43

Vendor certifies it is not a State of Illinois employee nor the spouse or minor child of any state employee. 30 ILCS 500/50-13
2. **Business Information**
Is your company at least 51% owned and controlled by individuals in one of the following categories? If “Yes,” please check the category that applies:

- Minority (30 ILCS 575/2(A)(1) & (3)) □ Yes
- Female (30 ILCS 575/2(A)(2) & (4)) □ Yes
- Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) □ Yes
- Disadvantaged (49 CFR 26) □ Yes
- Veteran (30 ILCS 500/45-57) □ Yes
- Small Business (30 ILCS 500/45-45) □ Yes

3. **Taxpayer Identification Number**
I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien).
- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the D/B/A on the business name line and enter the owner’s SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name/Business Name: ____________________________________________________________

Employer Identification Number or Social Security Number: __________________________

Legal Status (check one):

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

These certifications are signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Vendor Name: ____________________________________________ Phone: __________________________
Street Address: ____________________________________________ Email: __________________________
City, State, Zip: ____________________________________________ Vendor Contact: __________________________

Signature: ____________________________ Date: ____________________________
Printed Name: ____________________________ Title: ____________________________