

## CONTRACT CERTIFICATIONS AND CONFLICTS

TRANSACTION #: \_\_\_\_\_

**By executing this Contract Vendor makes the following certifications and acknowledges that this Contract may be declared void if any certification is false:**

1. Equal Employment Opportunity. The Vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), 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 opportunity clause of Section 2-105 of the Illinois Human Rights Act is incorporated herein. The 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 C.F.R. Chapter 60). The Vendor agrees to incorporate this clause into all subcontracts under this Contract.
2. Educational Loan Default; Debt Delinquency. If the Vendor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3). Neither Vendor nor any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board (30 ILCS 500/50-11).
3. Criminal Convictions. Vendor has not been barred from contracting as a result of conviction of any of the following crimes: bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state; bribery or attempted bribery of an officer or employee of the State of Illinois or any other state (30 ILCS 500/50-5(a)); felony committed by any officer, director, partner or other managerial agent of Vendor under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 where conviction occurred within 5 years of date of Contract (30 ILCS 500/50-10.5); any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
4. Inducement to Refrain from Bidding. 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).
5. Employment of Former State Officers or Employees. Vendor is not in violation of the "Revolving Door" prohibitions of the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).
6. Membership in Discriminatory Clubs. 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).
7. Certain Service Contracts (does NOT apply to contracts for professional or artistic services). If this is a service contract as defined in 30 ILCS 500/25-80, Vendor (i) 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, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract. This certification does not apply to heating and air-conditioning, plumbing, and electrical service contracts. If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Vendor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
8. Printing Services. If this Contract includes printing services in any amount, Vendor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60). Unless otherwise indicated in the Contract documentation, offset printing services provided shall be made using soybean oil-based ink and vegetable oil-based ink. (30 ILCS 500/45-15).
9. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10) or by the labor of any child under the age of 12 (30 ILCS 584/10).
10. International Boycott (applies to contracts which exceed \$10,000). Neither Vendor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
11. Steel Products. If steel products to be used or supplied for the "construction, reconstruction, alteration, repair, improvement or maintenance" of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).

12. Lead Poisoning Prevention Act (410 ILCS 45). If Vendor is the owner of residential buildings in Illinois, Vendor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).
13. Collection of Illinois Use Tax. Neither Vendor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
14. EPA Violation. Vendor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
15. Drug Free Workplace (applies to contracts which exceed \$5,000). If Vendor employs 25 or more employees, Vendor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Vendor is an individual, Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580). 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.
16. State Board of Elections Registration. Vendor is either (1) not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160).
17. Legal Entity Authorized to Do Business in Illinois (does not apply to Vendors who are sole proprietors). Vendor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
18. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, 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.
19. Taxpayer ID. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Vendor to the University in University's vendor registration process is true and correct.
20. Audits. As required by 30 ILCS 500/20-65, Vendor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.
21. Medicare/Medicaid and Other Federal Debarments. Neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently 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 Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further 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>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
22. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
23. IITAA Compliance (applies only to information technology contracts). 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 [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa) (30 ILCS 587).
24. **This applies to chartered bus contracts and is otherwise not applicable.** The Contractor certifies that it is in compliance with the Illinois Vehicle Code and that Contractor and all drivers of vehicles that will be provided under this contract are in compliance with the Uniform Commercial Driver's License Act, 625 ILCS 5/6-500.
25. Employment. Requires that individuals or entities with contracts with State agencies under the jurisdiction of the executive branch, universities and community colleges shall post certain employment vacancies on the Illinois Department of Employment Security's [IllinoisJobLink.com](http://IllinoisJobLink.com) system or provide an online link to its employment vacancies so the link is accessible through the web page of [IllinoisJobLink.com](http://IllinoisJobLink.com).

26. 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 initial term of the contract extends over multiple fiscal years, Vendor and its subcontractors shall confirm compliance with this section no event later than January 1 of each year that the contract remains in effect.
27. 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.

28. 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.
29. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
30. 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)
31. 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
32. 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
33. 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
34. 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
35. 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.
36. 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

**Business Enterprise Program for Minorities, Females and Persons With Disabilities:** In order to promote the development and use of minority-owned businesses or services, Southern Illinois University, as an Illinois public university, is required to participate in the State of Illinois' Business Enterprise Program (BEP) for minorities, females, and persons with disabilities by Public Act 88-597 (30 ILCS 575/0.01, et seq.). This Act requires that each State of Illinois public university annually report its utilization of businesses owned by minorities, females and persons with disabilities. The completion of this section will play an important role in our University's goal to obtain goods and services from qualifying individuals or businesses.

*PLEASE SELECT THE APPROPRIATE BOXES:*

If an individual: ☐ Female ☐ Male

If a company: ☐ Female Owned (must own 51% or more) ☐ Not Applicable

Select appropriate category: ☐ African American ☐ Alaskan American ☐ Asian American ☐ Caucasian

☐ Hispanic ☐ Native American ☐ Veteran-owned ☐ Small Business ☐ Decline to Answer

If disabled, please check: ☐ Person with Disability

**All subcontracts of \$50,000 or more issued by Vendor under this Contract must include these Certifications, and, if applicable, the Financial Disclosures and Conflicts of Interest Form.**

**If this is a multi-year contract, including the initial term and all optional renewals, Vendor and all subcontractors shall reconfirm compliance with the above certifications by July 1 of each year that this Contract remains in effect.**