

Certifications

****VENDORS SHALL NOT ALTER THIS DOCUMENT. THIS FORM IS AN OFFICIAL DOCUMENT REQUIRED BY THE STATE OF ILLINOIS AND NORTHERN ILLINOIS UNIVERSITY. THE CERTIFICATIONS LISTED BELOW ARE INCLUDED IN ACCORDANCE WITH THE ILLINOIS PROCUREMENT CODE, FEDERAL AND STATE REQUIREMENTS.** VENDORS ELECTING TO TAKE EXCEPTION TO A STATUTE OR REGULATION BELOW MUST PROVIDE AN ACCOMPANYING DOCUMENT TO IDENTIFY THE APPROPRIATE SECTION (E.G. 3.30) AND A JUSTIFICATION TO SUPPORT THE EXCEPTION REQUESTED.**

Vendor acknowledges and agrees that compliance with this certification form 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 certification form 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 these certifications 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.

Attn: Vendors employing subcontractors

This subsection, in its entirety, also applies to subcontractors used on the contract. Vendor shall include these Certifications in any subcontract used in the performance of the contract using the Certification form provided by the University. If any subcontractor is to be used in the performance of the services required under the contract, Vendor certifies that it has provided the name(s), address(es) and amount(s) expected to be paid to the subcontractors (collectively, the "Subcontractor Information"), and that the Subcontractor Information and a description of the general type of work to be performed by the subcontractors, including a description of which portion(s) of the work will be subcontracted out, is included in the contract. Vendor may not use the services of other contractors or subcontractors not named in the contract without the prior written permission of University. If at any time during the term of the contract, a Vendor adds or changes any subcontractor, Vendor shall promptly notify the University in writing of the names, addresses, work to be performed, and the expected payment each new or replaced subcontractor will receive under the contract.

3.1. 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.

3.2. 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.

3.3. **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

3.4. Vendor certifies that, for the duration of this contract it will:

- Post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- Will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or

- Is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as the term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

- 3.5. **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
- 3.6. Vendor certifies it has neither been convicted of bribing 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
- 3.7. 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
- 3.8. 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
- 3.9. 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)
- 3.10. 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
- 3.11. 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
- 3.12. 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
- 3.13. 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
- 3.14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
- 3.15. 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
- 3.16. 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

- 3.17. 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
- 3.18. 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
- 3.19. 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
- 3.20. Drug Free Workplace
- 3.20.1 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
- 3.20.2 If Vendor is an individual and this contract is worth more than \$5000, 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
- 3.21. 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
- 3.22. 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
- 3.23. 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
- 3.24. 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). 30 ILCS 587
- Vendor acknowledges and warrants that their Programs and services are currently in compliance and shall remain in compliance with all Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and the Illinois Information Technology Accessibility Act 2.0; or
- Vendor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products and services in a timely manner and provide an updated version to Northern Illinois University (NIU) at no cost. NIU reserves the right to request a timeline by which the product will be compliant with the State and Federal Laws referenced above; or
- Vendor shall provide such a timeline within a reasonable amount of time; and
- Vendor agrees to indemnify and hold harmless NIU from any claims arising out of its failure to comply with the accessibility requirements referenced above. Failure to comply with these requirements shall constitute a material breach of the contractual agreement and shall be grounds for termination by NIU.
- 3.25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

- 3.26. 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 5/33 E-3, E-4
- 3.27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
- 3.28. Vendor certifies it 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
- 3.29. 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.
- 3.30. 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
- 3.31. 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

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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

- 3.32. 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 must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

3.33 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.

3.34 **30 ILCS 500/50-17**

Sec. 50-17. Expatriated entities.

(a) Except as provided in subsection (b) of this Section, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity.

(b) An expatriated entity or a member of a unitary business group with an expatriated entity as a member may submit a bid for or enter into a contract with a State agency under this Code if the appropriate chief procurement officer determines that either of the following apply:

(1) the contract is awarded as a sole source procurement under Section 20-25 of this Code, provided that the appropriate chief procurement officer (i) includes in the notice of intent to enter into a sole source contract a prominent statement that the intended sole source contractor is an expatriated entity and (ii) holds a public hearing at which the chief procurement officer and purchasing agency present written justification for the use of a sole source contract with an expatriated entity and any member of the public may present testimony; or

(2) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

3.35 **Disclosure of Business Operations in Iran**

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

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

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

3.36 Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> [IRC 501 (a) only] |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

Taxpayer Identification Number (TIN): _____

3.37. Vendor agrees that this contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.

3.38. To the extent this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Prevailing Wage Act”), Vendor acknowledges that the Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Vendor certifies that all contractors and subcontractors rendering services under this contract will comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties.

3.39. 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.

3.40. Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three 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 years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s books and records. 30 ILCS 500/20-65.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate, complete, and unaltered:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Signature: _____

Printed Name: _____

Email Address _____

Date: _____