

CHICAGO STATE UNIVERSITY

Qualifications Based Selection (QBS)

On behalf of Chicago State University we invite your firm to submit a Statement Of Qualifications for:

QBS #1326PP Elevator Upgrades

Qualifications will be due no later than **3:00 pm, CST, on Thursday, August 29, 2013.**

Sealed Qualifications will be received at:

**Chicago State University
Purchasing Office- Cook Adm Bldg- Rm 208
9501 S King Drive
Chicago, Illinois 60628-1598**

**MANDATORY SITE VISIT DATE: Wednesday, August 21, 2013 at 9:30 AM CST
Participants will assemble in the Physical Plant Building Room 107**

Submissions will be rejected if the following forms are not completed and returned with Submission: Illinois Form 255, Disclosure of Financial Interests and Potential Conflict of Interest, University Certifications and W-9. Please note vendors must be registered with the State Board of Elections at the time Submissions are due. All sealed qualifications must be clearly marked with the vendor name, **QBS number, address, date and time qualifications is due** or they will not be accepted.

Technical questions, questions regarding procurement issues or bid procedures **must** be directed via e-mail to:

Sheena Aikens
Purchasing Officer
saikens@csu.edu

The e-mail subject line should state "**QBS #1326PP Question**". Requests for clarifications and questions will be accepted until 5:00 pm, CST, Monday August 26, 2013. Qualifications will be due no later than no later than 3:00 pm on Thursday, August 29, 2013.

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The Information for Submission includes the following sections:

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PROJECT DESCRIPTION

The Board of Trustees of Chicago State University request submission of qualifications from interested architects and engineers to provide design services for five campus elevators.

Scope is to provide Architectural/Engineering Services for upgrading five campus elevators in three buildings, including for code and ADA requirements. The buildings are as follows:

Williams Science Center (Building D) – West elevator

Douglas Hall (Building E) – 3 elevators

Jacoby Dickens Center (Building G) – 1 elevator

The scope of work design services are as follows:

1. Provide new PVC-encased cylinder. Repair elevator pit floor following installation.
2. Provide new closed-loop operators and non-contact door reversal devices.
3. Provide new non-proprietary microprocessor-based controllers, complete with new fixed and movable wiring.
4. Provide new dry –type pump units with scavenger pumps to return oil to the machine room.
5. Provide new cylinder well-hole with associated excavation and removal of spoils.
6. Replace elevator cab interior.
7. Fix/Replace machine room door and closer
8. Relocate elevator machinery disconnect switch near door of machine room.
9. Replace machine room light fixture
10. Provide exhaust fan/ductwork and/or split system air-conditioning unit with thermostat to control machine room temperature.
11. Repair or provide new service light fixture, emergency cut-off switch, GFCI convenience outlet, pit ladder, and sump pump with check valve for elevator pit.
12. Provide waterproofing for elevator pit.
13. Provide fire alarm elevator recall
14. Replace exterior elevator cab doors

Architectural/Engineering Services are being solicited for upgrading five (5) elevators across campus in three building but not limited to the following:

- Basic Architectural and Engineering Services.
- Assist with the governmental approval process (i.e., permits) as requested by CSU personnel.
- Provide as-built drawings/documentation of project
- Final sign-off on the project, assuring that the final project represents what was originally conceptualized and captured in the working drawings.

Criteria:

- 10 years experience in addressing elevator upgrades.

A. SUBMITTAL FORMAT AND REQUIREMENTS

All firms must be registered and authorized to do business in the State of Illinois

Request for Qualification Submission **must** follow the format below to include the following **in the order listed**:

1. Cover letter including contact person,
2. Table of contents,
3. Executive summary,
4. Analysis of project scope,
5. Services, approach and methodology,
6. Firm background information (see below)
7. Project team information (see below)
8. Past performance (see below)
9. Design Philosophy and Processes (see below)
10. Claims and Suits History (see below)
11. Conflict of Interest (see below)
12. State Board of Elections (see below)
13. Additional information (see below)

Firm Background

- CDB pre-qualifications (must be prequalified with the Capital Development Board)
- Illinois Form 255
- Firm Brochure
- Business Enterprise for Minorities, Females, and Persons with Disabilities Participation (BEP)
- Joint Venture Certification and/or Agreement (if applicable)
- W-9

Project Team

- Organizational Chart
- Resumes of key members of your firm

Past Performance: On Illinois Form 255 provide information on 3-5 recent relevant projects. Be sure to include:

- Project name and location
- Contact information for Project Manager, including email, phone and fax number.
- Contact information for General Contractor or Construction Manager, including email, phone and fax number.
- Description of Project
- Project cost versus budget
- Project performance history
 - a) Adherence to schedule
 - b) Change Order history
 - c) Listing of claims which impacted Owner
 - d) Resolution of claims

Design Philosophy and Processes: Description of the firm's approach to the programming, design, and management of the project. Should include:

- Project management procedures
- Quality Assurance and Quality Control procedures

- Cost and Schedule Controls
- Computer software used for designing, managing, scheduling, and cost estimating the project

Claims and Suits History

- List all judgments, claims, arbitrations proceedings and suits pending against the team members or its officers related to professional liability or performance within the past ten (10) years.
- Furnish detailed information with respect to any officer or principal of team member which, within the past ten (10) years, has ever been an officer or principal of another organization which failed to complete a design, construction or design/build contract.

Conflict of Interest

Disclose any conflict or potential conflict of interest any team member may have with client.
<http://www.procure.stateuniv.state.il.us/forms.htm>

State Board of Elections

Include a copy of the Certificate of electronic Registration with the Illinois State Board of Elections. Please refer to Public Act 95-971, which is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971&GA=095>, and the State Board of Elections website (www.elections.il.gov) for more specific information on whether you are required to register or not. Information on how to submit copies of the registration certificate to the Chief Procurement Officer for Higher Education is available at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>).

Additional Information

- MAFBE participation of Professional Service Consultants and sub-consultants with a goal of 32%. Minority vendors (18%), female/Caucasian owned (9%), female owned minority (3%), and disabled (2%). Illinois Department of Central Management Services (CMS) Business Enterprise Program certification is the basis for determination of MAFBE status

B. DEADLINE FOR SUBMISSIONS

DATE: Thursday, August 29, 2013
TIME: 3:00 PM Central Standard Time
PLACE: Chicago State University
Attn: Sheena Aikens, Purchasing Officer
9501 South King Drive
Cook Admin Building, Room 208
Chicago, Illinois 60628

Qualification submissions are to be made containing seven (7) copies of all submitted materials in a sealed clearly identified envelope marked with the firm name, date, and title "QBS # 1356PP – Elevator Upgrades " to the place, time, and date listed above.

The University will conduct a mandatory site visit on Wednesday, August 21, 2013. All participants will assemble at 9501 S. King Drive, Chicago, IL, 60628 in the Physical Plant Building Room 107 at 9:30am. No one will be admitted after 9:45am. If the contractor is late or leaves before completion, the contractor will not be considered attending the mandatory site visit. Failure to attend will result in the disqualification of your firm. At 9:45 we will tour each building included in the scope of work. Representatives of the University will be present to answer any questions regarding the services requested or proposal procedures. **A maximum of three (3) representatives** from each firm may attend.

C. EVALUATION CRITERIA

The following project- related criteria will be used to evaluate the firms requesting consideration for selection:

- Current commitments of firm, proposed staff and consultants.
- Prior experience of the proposed project staff in the successful design and construction of similar projects
- Overall design quality of the relevant projects submitted
- MAFBE participation of Professional Service Consultants and sub-consultants with a goal of 32%. Minority vendors (18%), female/Caucasian owned (9%), female owned minority (3%), and disabled (2%). Illinois Department of Central Management Services (CMS) Business Enterprise Program certification is the basis for determination of MAFBE status
- Experience and expertise in successful construction cost estimating
- Quality Assurance/Quality Control Procedures

Only those firms which meet the following qualifications will be considered:

- Attend the mandatory site visit on **Wednesday, August 21, 2013**
- Submitted (7) copies of their qualifications.
- Licensed to practice as an architect, landscape architect, or engineer in the State of Illinois.
- Pre-qualified with the State of Illinois Capital Development Board.
- Registered and authorized to do business in the State of Illinois.
- Utilize an AutoCAD compatible system to provide documents.
- Registered with the State Board of Elections (SBE)

D. The following forms are required with each copy of your submittal:

1. Illinois Form 255
2. Disclosure of Financial Interests and Potential Conflict of Interest
<http://www.procure.stateuniv.state.il.us/forms.htm>
3. University Certifications
4. W-9

All firms are required to be registered with the State Board of Elections (SBE) at the time Submissions are due. Failure to submit Disclosure of Financial Interests and Potential Conflict of Interest will immediately disqualify your firm.

E. CERTIFICATIONS

The following certifications by the Contractor are required by Illinois statutes:

- A. **Conflict of Interest:** Contractor certifies that no State of Illinois employee is 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 Contractor (30 ILCS 500/50-13).
- B. **Bribery:** Contractor certifies that Contractor has not committed bribery or attempted bribery of an officer or employee of the State of Illinois. (30 ILCS 500/50-5).
- C. **State Board of Elections Registration (P.A. 95-971).** By acceptance of this award, the Contractor certifies that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it has submitted a copy of the Certificate of Registration to the Chief Procurement Officer for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c) it acknowledges a continuing duty to update the registration. Any contracts entered into with Contractor by the Owner are voidable under the Procurement Code if Contractor fails to comply with the requirements of Section 20-160.
- D. **Sarbanes-Oxley:** Contractor 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. Contractor acknowledges that the Owner 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 and (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).
- E. **Bid Rigging/ Rotating:** Contractor certifies that Contractor 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).
- F. **Felony Conviction:** Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.
- G. **Debt Delinquency:** Contractor certifies that Contractor 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 acknowledges that the Owner may declare any contract with Contractor void if Contractor becomes delinquent in the payment of any debt as set forth in 30 ILCS 500/50-11 during the term of the contract.
- H. **Remittance of Illinois Use Tax:** Contractor certifies that Contractor is not barred from being awarded a contract pursuant to 30 ILCS 500/50-12, which prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. Contractor acknowledges that the Owner may declare any contract with Contractor void if this certification is false.
- I. **Environmental Protection Act:** Contractor certifies that Contractor 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)

- J. Lead Poisoning:** Contractor certifies that, pursuant to P.A. 94-879, if Contractor is the owner of residential rental property in Illinois it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.
- K. Drug-Free Workplace:** Contractor certifies that Contractor is in compliance with the Drug-Free Workplace Act (30 ILCS 580/1, et. seq.). The Act requires, in part, that contractors 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 not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any contract with Owner.
- L. International Boycott:** 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.
- M. Forced Labor:** 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.
- N. Child Labor:** Contractor certifies in accordance with Public 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.
- O. IITAA:** 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>.
- P. Procurement of Domestic Products:** Please check the statement below that applies to the materials and procured products you are offering in this Contract.

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 five (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.

Q. Disclosure of Business with Iran:

Does the following information apply to your firm? You must affix your signature below indicating whether the information does or does not apply to your firm. Failure to respond will disqualify your firm from being awarded a contract.

Within the 24 months before submission of the bid, offer, or proposal the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

- (a)** the Government of Iran;
- (b)** companies in which the Government of Iran has any direct or indirect equity share;
- (c)** consortiums or projects commissioned by the Government of Iran; or
- (d)** companies involved in consortiums or projects commissioned by the Government of Iran;

AND

(1) 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

(2) 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.

NO, the above information does NOT apply to our firm.

Signature

YES, the above information DOES apply to our firm. We understand that the Owner is required to notify the State Comptroller of this disclosure.

Signature

Federal Taxpayer Identification Number & Legal Status

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|---|---|
| <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 (IRC 501 (a) only) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Trust or Estate | |
| <input type="checkbox"/> Medical and Health Care Services
Provider Corporation | |

Your Company Name _____

FIRM NAME _____

CONTACT PERSON _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

DEPT. OF HUMAN RIGHTS ID. NO. _____

*If no identification number is indicated, show date on which Form PC-1 was filed with Illinois Department of Human Rights (IDHR).

Date Filed With IDHR: _____

TELEPHONE NUMBERS:

Toll Free 1-800- _____

Business No. () _____ Fax No. () _____

E-mail _____

AUTHORIZED SIGNATURE _____

(MUST BE HAND-WRITTEN)

F. SAMPLE CONTRACT See Below:

CHICAGO STATE UNIVERSITY

Contract

PARTIES

This Contract is entered into between The Board of Trustees of Chicago State University, on behalf of Chicago State University (hereinafter referred to as "University"), and with _____ (hereinafter referred to as "Contractor") which has a principal address at _____.

Scope of Services to be Performed

Contractor agrees to provide the following services:

A list of attachments is incorporated by reference as follows:

(If additional space is required, please attach a separate sheet to this Contract.)

DURATION OF CONTRACT

The term of this Contract shall begin _____ and end _____. If the date of full execution of this Contract (signature by both parties) is later than the beginning date stated above, the date of full execution shall be considered the beginning of the term. Contractor shall not supply any goods or services prior to full execution of this Contract. Work performed prior to execution of Contract will result in nonpayment by the University.

The parties [PLEASE CHECK ONE BOX] may may not renew this Contract upon mutual agreement for an addition term as follows: _____. In the event that parties choose to renew this Contract, a renewal form must be executed prior to the end date indicated in the preceding paragraph.

RATE OF COMPENSATION

Maximum Price: Maximum price for this Contract is the total compensation for the services specified, plus reasonable and allowable expenses, not to exceed a total of \$_____.

Travel Expenses: Reasonable travel expenses not to exceed \$_____ will be reimbursed with prior University approval and in accordance with University policy. *(This amount must be included in Maximum Price listed above.)* Reimbursement requires appropriate documentation as determined by the University.

Method of Payment: The University agrees to pay Contractor no more frequently than monthly for services rendered for the Contract period in accordance with the amounts specified in Contract. The rate of payment will be: [PLEASE CHECK ONE BOX BELOW AND COMPLETE INFORMATION REQUESTED.]

A one-time lump sum payment of \$_____; OR

- At the rate of \$ _____ per _____ (i.e. hour, day, month), as invoiced _____ (length of time, i.e. monthly, quarterly); OR
- An initial payment of \$ _____, to be followed by _____ additional payment(s) which total \$ _____ as invoiced for this Contract.
- Other arrangement as follows:
-
-

Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if University fails to comply with the State Prompt Payment Act (30 ILCS 540/0.01), and will be subject to its terms only.

Due to subsequently discovered evidence, University may withhold or nullify the whole or any part of any invoice to such extent as University may deem necessary to protect University from loss relating to: (1) unsatisfactory work performed; (2) failure of Contractor to make required payments to subcontractors; (3) damage to University property or related liability; or (4) incomplete, inaccurate, or unauthorized billing.

Contractor is responsible for completing the scope of work specified in this Contract. University may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to University.

Method of Billing: To receive payment, Contractor must submit an appropriately itemized invoice to University for services performed and allowable expenses incurred.

TERMINATION

University may cancel this Contract for breach, as determined by University, for items such as but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or unsatisfactory quality or level of service to University. This cause for breach may include any cessation or diminution of service which, in the opinion of University, is not in its best interest.

University shall notify Contractor in writing of any Contract breach. Contractor shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, University may cancel the Contract by giving thirty (30) days' notice in writing of its intention to cancel this Contract.

Should University breach any terms or provisions of the Contract, Contractor shall serve written notice on University setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice the allegation shall be contested or such breach shall cease and arrangements be made for corrections, Contractor may cancel the Contract by giving thirty (30) days notice in writing of its intention to cancel this Contract. In the event of cancellation for breach, Contractor shall be paid only for work satisfactorily performed up to the date of cancellation.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

This Contract may be terminated without cause by either party upon _____ days' written notice. Upon termination, Contractor shall be paid for work satisfactorily completed.

CERTIFICATIONS BY CONTRACTOR

Bribery: Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a Contractor from entering into a contract with a State agency if Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if Contractor has made an admission of guilt of such

conduct which is a matter of record. Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

Felony: Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a Contractor from entering into a contract with a State agency if Contractor has been convicted of a felony and five (5) years have not passed from the completion of the sentence for that felony. Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

Prohibited Bidders and Contractors: Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5 which prohibits a Contractor from entering into a contract with a State agency if the Contractor, or any officer, director, partner, or other managerial agent of Contractor has been convicted within the last five (5) years 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 or if Contractor is in violation of Subsection (e). Contractor further acknowledges that the chief procurement officer shall declare the related contract void if this certification is false.

Debt Delinquency: Contractor certifies that it and any affiliate is not barred from being awarded a contract under 30 ILCS 500/50-11 which prohibits a Contractor from entering into a contract with a State agency if Contractor knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

Collection and Remittance of Illinois Use Tax: Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12 which prohibits a Contractor from entering into a contract with a State agency if Contractor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property in the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

Environmental Protection Act: Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-14 which prohibits a Contractor from entering into a contract with a State agency if Contractor has 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 (5) years. Contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

Lead Poisoning Prevention Act: Contractor certifies that it is not barred from being awarded a contract or subcontract under 30 ILCS 500/50-14.5 which prohibits owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) from doing business with any State agency until the violation is mitigated. Contractor acknowledges that the contracting State agency may declare this contract void if this certification is false.

Revolving Door Prohibition: Contractor certifies it is not in violation of 30 ILCS 500/50-30 which prohibits chief procurement officers, associate procurement officers, State purchasing officers and their designees whose principal duties were directly related to State procurement from engaging in any procurement activity for a period of two (2) years after terminating an affected position relating to an agency most recently employing them in an affected position for a period of at least six (6) months.

Forced Labor: Contractor certifies in accordance with the State of Illinois State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10) 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.

State Prohibition of Goods From Child Labor Act: Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under this contract have been produced in whole or in part by the labor of any child under the age of twelve (30 ILCS 584/10).

Educational Loan: Contractor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/3).

Bid Rigging/Bid Rotating: Contractor certifies that it is not barred from bidding on contracts with a unit of State or local government as a result of a conviction of bid-rigging under Section 33E-3 or of bid-rotating under Section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4).

Discriminatory Club Act: Contractor certifies that it is not prohibited from selling goods or services to University because it pays dues or fees on behalf of its employees or agents or subsidiaries or otherwise reimburses them for payment of their dues or fees to any club that unlawfully discriminates (775 ILCS 25/0.01, et seq.).

International Anti-Boycott: Contractor 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 or the regulations of the U.S. Department of Commerce promulgated under that Act. This certification applies to contracts in excess of \$10,000 (30 ILCS 582).

Non-Discrimination and Equal Employment Opportunity: Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the U.S. Civil Rights Act, the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The Equal Opportunity Clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. Contractor 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 regulation (41 C.F.R. Chapter 60) to the extent allowed by applicable law.

Drug-Free Workplace: Contractor certifies compliance with all provisions of the Drug Free Work Place Act (30 ILCS 580/1, et seq.). If Contractor is an individual, Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Contract.

Record Retention and Right to Audit Records: Contractor agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the State under the Contract for a minimum of three (3) years from the last action on the Contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency (30 ILCS 500/20-65 (b)).

Subcontractor Disclosure: Contractor will state whether or not they will utilize the services of a subcontractor to fulfill obligations under this Contract. If a subcontractor will be used, this Contract must include the names and addresses of all such subcontractors and the anticipated amount they will receive pursuant to the Contract. Contractor's signature attests to the fact that subcontractors will not be utilized unless such a list is attached (30 ILCS 500/20-120(a)).

Appropriation Contingency Clause: If this Contract is funded from State of Illinois appropriated funds, Contractor understands pursuant to 30 ILCS 500/20-60(b) that this Contract is subject to termination and cancellation 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, Contractor shall be paid for services performed under this Contract up to the effective date of termination.

State Board of Elections Registration: Contractor certifies that either: (1) it is not required to register as a business entity with the State Board of Elections 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 the Procurement Code (30 ILCS 500/50-60); or

(2) Contractor certifies that it has 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, Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under the Procurement Code (30 ILCS 500/50-60).

Excluded Party List: Contractor certifies that neither Contractor nor any of its employees or subcontractors who may provide services pursuant to any contract with University is currently the 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. Contractor 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 U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also 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 Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. Contractor certifies that neither Contractor, nor any of its employees or subcontractors who may provide services pursuant to any Contract with University, is not currently on any State or Federal Excluded Party List. University will terminate this Contract without penalty to University if Contractor becomes excluded during the life of this Contract.

Federal Funded Projects: If this Contract is federally funded, Contractor certifies that: (1) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (2) It has not, within a three (3) year period preceding this Contract, been convicted of, had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction, violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement of receiving stolen property; (3) It is not presently indicted or criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated above; (4) It has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default; (5) No Federal appropriated funds have been paid or will be paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement; (6) If any non-Federal funds have been paid or will be paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions; and (7) It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Prevailing Wage Act: When applicable, Contractor and subcontractors shall pay all laborers, workers, and mechanics performing work under the Contract, no less than the prevailing rate of wages as determined by the Illinois Department of Labor (820 ILCS 130).

Successor Vendor Clause: Contractor certifies that: (1) it will offer to assume the collective bargaining obligation of the prior employer, including any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its offer; and (2) it 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, or electrical services. This certification applies only to service contracts (30 ILCS 500/25-80).

Vendor Legal Authorization: Contractor certifies it is a properly formed and existing legal entity and, as applicable, has obtained an assumed name certificate from the appropriate authority or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80, 20-43).

Domestic Products Act: Contractor certifies that all articles to be provided under this Contract have been or will be manufactured in the United States. Contractor understands that if it knowingly supplies non-US manufactured goods, it will be subject to penalties under the Procurement of Domestic Products Act (30 ILCS 517) that include debarment for five (5) years, voiding of the Contract, and civil damages.

Illinois Information Technology Accessibility Act: Contractor certifies that 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 (30 ILCS 587).

Disclosure of Business with Iran: Contractor certifies that it has complied with the disclosure requirement of 30 ILCS 500/50-36 requiring companies seeking to do business with University to make certain disclosures related to the conduct of business with the Government of Iran.

Construction Contracts/Responsible Bidder: Contractor certifies that it is in compliance with the Construction Contracts/Responsible Bidder Requirements. Contractor and subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training (30 ILCS 500/30-22).

Steel Products Procurement Act: Any contract for construction, reconstruction, alteration, repair, improvement or maintenance shall contain a provision that steel products used or supplied in the performance of Contract or any subcontract shall be manufactured or produced in the United States (30 ILCS 565).

Conflict of Interest: Contractor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any such interest that would conflict in any manner with the performance of its services under this Contract. Contractor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/Article 50). All the terms, conditions and provisions of Article 50 apply to this Contract and are made a part of this Contract the same as though they were incorporated and included therein. Contractor further represents that the disclosures required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500/50-35), if applicable, have been made and are true and correct.

GENERAL PROVISIONS

Governing Law: This Contract shall be governed in all respects by the laws of the State of Illinois.

Health Insurance Portability And Accountability Act (HIPAA): Contractor will comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations promulgated thereunder, to the extent applicable in each transaction.

Family Educational Rights And Privacy Act (FERPA): Many student educational records are protected by FERPA and the written authorization of student(s) must be obtained before student data can be released to anyone. Contractor shall be required to ensure all work under the Contract complies with FERPA and to indemnify and hold harmless University from any claims, complaints and/or causes of action arising from an alleged violation of FERPA.

Indemnification: Contractor shall indemnify and hold University and its officials, representatives and employees harmless from and against any and all loss, claims, damages, or judgments for damages and expenses incidental to the defense thereof (including reasonable attorney's fees) brought or entered against or incurred by, any or all of them to the extent such is a direct result of the negligent or wrongful act or omission of Contractor or its agents, employees or subcontractors in connection with the performance or act of Contractor under the Contract. This indemnification shall survive the termination of the Contract. To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, University shall indemnify and hold Contractor harmless from any claims, demands, costs and expenses including reasonable attorney's fees, arising out of negligent actions by University, its officers, employees and agents in the performance of obligations under this Contract, provided that said claims, demands, costs and expenses have not been caused by or alleged to have been caused in whole or in part by the negligent or willful misconduct of Contractor. The parties agree that all claims against University are subject to the Illinois Court of Claims Act (705 ILCS 505 et seq.).

Full Performance: Contractor and University for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the above covenants herein contained.

Correct/Updated Information: Contractor certifies that the information contained herein is correct. Contractor understands that misrepresentation may be cause for removal from the qualified Vendor/Contractor list and any other penalties allowed by law. If any of the Contractor information on this Contract changes, Contractor must complete a new Contract and submit to University.

Confidentiality: Contractor recognizes and acknowledges that this Contract creates a confidential relationship between Contractor and University and that any information furnished by University shall be treated as confidential. Contractor shall not disclose information unless specifically authorized and required to do so by law. Contractor is hereby advised that any part of this Contract or any materials provided by Contractor and marked as confidential, proprietary, or trade secret, can be protected only to the extent permitted by Illinois statutes.

Multi-Year Contracts: Unless this Contract indicates otherwise, if the term of Contract extends beyond the end of the current fiscal year, the Contract is subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanisms, in any fiscal year for which the General Assembly fails to make adequate appropriation to cover the University's procurement obligations (30 ILCS 500/20-60).

Force Majeure: Neither party shall be liable to the other party for damages or losses on account of failure of performance by the defaulting party if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare; labor dispute, lockout, strike, embargo; government acts, orders, or restrictions; failure of suppliers or third persons; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party, and the defaulting party has exercised all reasonable efforts to avoid or remedy such force majeure. The defaulting party must provide notice of the force majeure event to the remaining parties as soon as practicable after such an event. University shall not be liable for any payments to Contractor nor shall Contractor be required to perform or pay any damages for failing to perform under this Contract.

Entire Contract: This Contract, attachments and incorporated references shall constitute the entire Contract between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Contract. In case of any conflict between this Contract and any attachments or incorporated references, the terms of this Contract shall prevail. No modifications, renewal, extension, or waiver of this Contract or of any of the provisions of this Contract shall be binding upon either Contractor or University unless reduced to writing and duly executed as provided for in the Contract.

TAXPAYER IDENTIFICATION

Under penalties of perjury, the Contractor certifies that its Federal Taxpayer's Identification Number or Social Security Number is _____ and is doing business as: *[PLEASE CHECK APPROPRIATE BOX BELOW]*

- | | |
|---|---|
| <input type="checkbox"/> Individual

<input type="checkbox"/> Sole Proprietor

<input type="checkbox"/> Partnership / Legal Corporation

<input type="checkbox"/> Tax Exempt.

<input type="checkbox"/> Corporation providing or billing medical and/or health care services

<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services

<input type="checkbox"/> Other | <input type="checkbox"/> Governmental

<input type="checkbox"/> Nonresident alien

<input type="checkbox"/> Estate or trust

<input type="checkbox"/> Pharmacy (Non-Corp.)

<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)

<input type="checkbox"/> Limited Liability Corp. (<i>select applicable tax classification below</i>) <ul style="list-style-type: none"> <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership |
|---|---|

SIGNATORIES

This Contract shall not be binding until signed by all parties. The persons signing this Contract represent and warrant that they have authority to bind their respective parties. This Contract is invalid unless signed by the President or designee for the Board of Trustees of Chicago State University.

For the Board of Trustees of Chicago State University

Contractor

By: _____
 Vice President of Administration and Finance
 OR
 Provost and Senior Vice President for Academic Affairs

 Signed

 Name

 Date

 Title

 Patrick B. Cage, General Counsel

 Date

 Date

The following signature is required on Contracts of \$25,000 or more:

 Wayne D. Watson, Ph.D.
 President

 Date