

Open Comment Period: June 1 - June 11, 2015:
New Contract for Procurement of Services under \$10,000

Combined Documents for Review

- Draft instructions for use of the template, amendment template, and the payment and post-audit requirements.

“Instructions for the University of Illinois Contract for Procurement of Services under \$10,000”

- Draft Procurement of Services contract template.

“Contract for Procurement of Services Under \$10,000”

- Draft one-time Procurement of Services contract amendment template.

“Contract for Procurement of Services Under \$10,000 – Amendment”

Instructions for the University of Illinois *Contract for Procurement of Services under \$10,000*

The Contract for Procurement of Services under \$10,000 template is to be used only to procure certain services in accordance with University Policy and only when the total cost is less than \$10,000 for the life of the contract. Both parties must sign the contract before services may commence.

- Please download a new template for each transaction to be sure that the terms and State certifications are the most current.
- A valid Vendor ID should be established in Banner prior to execution of the contract and must be established in Banner prior to payment of the vendor. Please refer to OBFS Policy Section 8: Payments and Reimbursements: <https://www.obfs.uillinois.edu/bfpp/section-8-payments-reimbursements/>

Prohibited Services:

- This template may not be used for services contracts that (1) must be reviewed by the Office of [University Counsel](#)*; (2) provide third-party access to University computing resources; (3) allow a third party to manipulate, access or store student records, student data, personally identifiable information, credit card data, confidential data, or high risk data of the University; or (4) require the vendor to obtain, create, use, or maintain health information to perform a function or activity for the University; (5) or are among the prohibited services below:

Services for the Support or Provision of Patient Care	Veterinarians	Ambulance
Testing/Beta Testing Agreements	Contracts for Legal Services	Product Demonstration
Solicitation Specification Review Or Specification Development	Broadcasting Services	Equipment Loan Agreement
Prevailing Wage Services	Executive Search Firms	Settlement of Claims
Employment related Contract	Employment Separation Agreement	Catering
Charter (Air and Bus)	Travel Agencies	Services involving children or childcare
Services related to radioactive materials, controlled substances or hazardous waste		
Capital Programs Professional Services Consultants		

*Link: <https://www.obfs.uillinois.edu/bfpp/section-1-business-financial-administration/initiation-review-approval-contracts-leases>

- If a contract is needed for any of the Prohibited Services defined or listed above, please contact your campus OBFS Purchasing Department for assistance.
- Modifications or attachments to the template are not allowed. Please contact your campus OBFS Purchasing Department if you believe that changes or attachments are required.
- Read and complete the statements on this page (A through E), complete the contract and obtain the signatures of the vendor and the department (facsimile signatures are acceptable). The department head will sign the first signature line as Comptroller Delegate, the second signature line as their own signature and certify to the statements on this page. (See Business and Financial Policies and Procedures (BFPP) Manual Section 1.10 – Approval of Financial Documents.)
- Amendments: Units are authorized to make only **one amendment** to the contract by using the *Contract for Procurement of Services under \$10,000 Amendment* template to: (a) modify scope of work; (b) increase or decrease the cost as long as the total cost remains under \$10,000 for the life of the contract; or (c) extend the

Instructions for the University of Illinois Contract for Procurement of Services under \$10,000

term of the contract as long as it does not exceed 12 months. The amendment must be **signed by both parties prior** to the proposed effective date. Additional amendments require processing by your campus OBFS Purchasing Department.

- Dividing or planning procurements to avoid use of competitive procedures (stringing) is prohibited.
- The department must retain one copy of the fully executed contract and provide one copy to the vendor. The department must submit these completed "Instructions" with a signed copy of the contract (and amendment if applicable) in TEM for payment and audit retention. For post-audit and identification purposes, the Department must add the identifier "CFS" to a TEM field (to be identified) when submitting the contract for payment.
- In order to use this contract template, the department and vendor must agree that the University will make only one payment after all services are completed. The one-time payment is processed through the University Payables TEM system (<http://www.obfs.uillinois.edu/tem-resources/>).
- Multiple payment contracts are **not** authorized utilizing this contract template and must be processed through your campus OBFS Purchasing Department.

Department Statements:

- A. Unobligated funds are available to pay the amount of the contract.
- B. These services are essential and cannot be satisfactorily performed by University of Illinois employees.
- C. If the proposed vendor is an individual, the department must assess whether the individual is properly classified as an independent contractor rather than an employee. See BFPP Manual, Section 17.2. (**Note:** If the services are to be performed by an individual who is not a U.S. citizen, see BFPP Manual, Section 18.2,

For a contract with an individual, the following questions must be answered.

Yes No

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Will the individual perform essentially the same service performed by a University employee? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the individual previously been paid as a University employee to perform the service? |
| <input type="checkbox"/> | <input type="checkbox"/> | Will the University have a right to control how the individual will perform the service? |
| <input type="checkbox"/> | <input type="checkbox"/> | Will the individual supervise or direct University employees as part of the service to be performed? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you expect the University will hire this individual as an employee immediately after this contract is performed or terminated? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is this person currently employed by the University of Illinois, or has the individual been employed by the University within the last 12 months? |

If the answer to any of the above questions in this section C is **YES**, this template may not be used. If all questions are answered **NO**, the University will treat the individual as an independent contractor and will report payments to the IRS as required without withholding income taxes. If the IRS determines that the individual should have been classified as an employee, the department will be responsible for payment of any penalties or back taxes.

For more information on contracting with an individual, contact your campus OBFS Purchasing Department.

- D. The fee to be paid is appropriate considering the vendor's qualifications, standard fee, and the nature of the services requested by the University.
- E. No apparent conflict of interest exists in regard to this vendor. (See BFPP Manual, Section 17.1.)

Contract Template Definitions:

Scope of Service(s): Any deliverables to be provided under this contract. "Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports or supplies that are incidental to the required performance.

Instructions for the University of Illinois Contract for Procurement of Services under \$10,000

Work Product(s): Work products may include any reports, materials, or supplies incidental to or resulting from the services to be delivered to the University under this contract.

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CONTRACT FOR PROCUREMENT OF SERVICES UNDER \$10,000

ARTICLE 1. IDENTIFICATION OF PARTIES

The parties to this contract are:

(a) The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"), on behalf of [unit name] and (b) [vendor name], a(n) [enter business type] with its principal office at [contracting party address] ("Vendor").

ARTICLE 2. SCOPE OF SERVICES

2.1. Services. Vendor will perform the following "Services" and will furnish to University the following "Work Product." Vendor will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's performance. Vendor shall not subcontract any portion of the Services.

[Enter scope of Services and description of Work Product including any specifications, timetables, and milestones for delivery.]

2.2. Warranty. Vendor warrants that the Services will be performed in a timely, competent, workmanlike and professional manner and the Services and Work Product will conform to the contract specifications, documentation and requirements and to applicable industry standards for quality.

ARTICLE 3. TERM AND TERMINATION

3.1. Term. This contract shall not be binding until it is signed by both parties. The Effective Date of the contract shall be the last signature date appearing below. The term of this contract shall commence on [contract start date], or (ii) the Effective Date, whichever is later. This contract shall expire on [contract end date]. The term of this contract shall not exceed one year and is non-renewable.

- 3.2. Termination for Cause.** A party that defaults in performance or commits a material breach of this contract (“defaulting party”) shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this contract without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.
- 3.3. Termination for Convenience.** University may terminate this contract for convenience and without any cause by providing at least 30 calendar days' prior written notice to Vendor.
- 3.4. Termination for Non-Appropriation.** This contract is subject to termination by University if (i) the General Assembly fails to make an appropriation to make payments under the contract, or (ii) appropriated funds used to make payment under this contract are not timely provided to the University by the State or there is a State rescission of funding to the University, or (iii) sufficient funds are not available from any other funding source for this contract such as grant funds or sponsored research funds. Upon termination, University’s obligation will be only to pay for Services already performed or Work Product delivered to University’s satisfaction and will be without penalty or further payment being required.
- 3.5. Effect of Termination.** In the event of early termination for any cause, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for Services performed to the date of termination. University is not obligated to pay Vendor for Services until Vendor provides all Work Product that is in progress or completed as of the date of termination. Vendor must comply with University’s instructions to either destroy or return to University all information previously furnished to Vendor.

ARTICLE 4. COMPENSATION

- 4.1. Compensation.** University shall pay Vendor compensation in the form of a one-time fee in the amount of [total fee].
- 4.2. Billing and Payment.** In order to be paid, Vendor must submit to University's Representative identified in Article 5 an invoice in duplicate. The invoice must include: itemized detail, invoice number, invoice date, invoice amount, and remittance address. No later than 90 days after receipt of the invoice, University will either approve the invoice for payment, or deny the invoice if it is defective. University will assign a new date of receipt to an invoice resubmitted in proper form. University will pay interest at the rate of 1% a month on approved invoices not paid within the 90-day period. University will not pay interest of \$5 or less.

4.3. Withholdings. University may withhold or may void any invoice in order to protect University from loss due to Vendor's: (a) unsatisfactory performance; (b) damage to University property; or (c) incomplete, inaccurate or unauthorized billing. University may withhold final payment until Vendor has performed all Services to University's reasonable satisfaction in accordance with the specifications and requirements for the Work Product.

ARTICLE 5. NOTICES

To be enforceable, all notices must be in writing and delivered to the party's Representative named below. Notices are effective upon receipt and the sender has the burden of proving receipt. A party may change its representative at any time by written notice to the other party.

[PLACE TO NAME REPRESENTATIVES AND ADDRESSES]

ARTICLE 6. INSURANCE

Vendor shall maintain for the duration of this contract a policy or policies of insurance with coverage and limits adequate to satisfy any liabilities to University that Vendor may incur resulting from Vendor's indemnification obligations to University pursuant to Article 7 and under applicable law. The insurance shall be commensurate with usual and customary industry practices for similarly situated businesses. Vendor shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Within seven days of receipt of University's request, Vendor shall provide to University a certificate of insurance evidencing the coverages and limits required by this Article 6.

ARTICLE 7. INDEMNIFICATION

Vendor shall indemnify the University, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and costs arising out of the performance of this contract by Vendor, its employees, and agents. This indemnification obligation shall survive the termination or cancellation of the contract and any order made under it. .

ARTICLE 8. CONFIDENTIALITY

- 8.1. General.** Vendor must treat all information relating to this contract as confidential (“University Information”). Unless required by law or preauthorized by University in writing, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than for performing this contract.
- 8.2. FERPA.** Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). Unless authorized by law or by written permission of the student, Vendor shall not disclose to any third party information concerning University students. Vendor shall protect all records containing student information in accordance with FERPA and University policy. In addition to other remedies, University may terminate this contract immediately upon information that Vendor may have violated this provision.
- 8.3. PIPA.** Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530 (PIPA). If applicable, Vendor will cooperate in good faith with University to maintain security and integrity of personal information in compliance with PIPA.

ARTICLE 9. RIGHTS IN WORK PRODUCT

- 9.1. Title to Work Product.** Vendor assigns to University all rights, title, and interest, including copyright, in all delivered Work Product first produced under this contract (including all notes, designs, drawings, memoranda, reports, computer programs/input and output, and other technical data).. Title to all Work Product vests in University upon delivery by Vendor. University shall have the exclusive right to use Work Product for any purpose, including but not limited to the reproduction, distribution, sale, licensing, and sublicensing and development of derivative works, without further obligation to Vendor. Vendor represents that Work Product is original and does not infringe on third party rights. Vendor will not place any restrictive markings upon Work Product.
- 9.2. Pre-Existing Rights.** University shall not claim any interest in Vendor’s materials, products, inventions or know-how existing prior to formation of this contract. Vendor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works and perform, as the case may be, any pre-existing materials, products, inventions or know-how that are included by Vendor in the Work Product provided to University under this contract.

9.3. Third Party Property. Vendor shall not incorporate into the Work Product any third party property without University's prior written authorization. If University permits Vendor's use of third party property in the Work Product, Vendor must obtain for University a license at no cost to University that will enable University to use the Work Product without restriction. Vendor shall defend and indemnify University against all third party claims for infringements related to the Work Product unless otherwise expressly agreed by University in writing.

ARTICLE 10. RECORDS AND AUDIT

10.1. Records Retention and Audits. Vendor shall maintain books and records that relate to performance of this contract and that support amounts charged. The retention requirement shall be three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable federal requirements.

10.2. Right of Inspection. University may reasonably inspect Vendor's premises, facilities, equipment, and investigate the business reputation and other qualifications of Vendor throughout the term of this contract.

10.3. Litigation Hold Order Compliance. Vendor shall, and shall cause Vendor's employees to, fully comply with any litigation hold order issued by University in anticipation of third party litigation relating to this contract. Vendor shall promptly retrieve, recover, preserve, and retain and, subject to legal privileges, deliver any information and documents, in any format, covered by a litigation hold order.

ARTICLE 11. GENERAL TERMS

11.1. Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.

11.2. Amendments. No modification of this contract shall be effective unless made by a written amendment on the University's approved amendment form, signed by each party's authorized signatory.

11.3. Assignment. Neither party may assign its obligations under this contract

11.4. Authorized Signatories. The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

- 11.5. Choice of Law.** This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.
- 11.6. Compliance with Laws.** Vendor shall perform all obligations under this contract in compliance with all applicable laws governing the performance. Breach of this provision constitutes a material breach of this contract.
- 11.7. Counterparts/Facsimile Signatures.** This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
- 11.8. Excluded Parties.** Vendor certifies that neither Vendor nor any of Vendor's directors, officers, employees, or agents who may provide services pursuant to this contract (individually an "Agent") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any Agent hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. Vendor further certifies that neither Vendor nor any Agent is presently subject to an investigation or proceeding to exclude either 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 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. University may terminate this contract immediately without any penalty to University if either of these certifications was erroneous when made or becomes no longer valid during the term of this contract.
- 11.9. Force Majeure.** A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.
- 11.10. Headings.** Headings in this contract are intended only to assist with readability and are not substantive.

11.11. Independent Contractor. The parties are independent contractors with respect to each other.

Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them. Vendor shall not hire University employees to perform this contract without obtaining University's prior written approval.

11.12. Integration. This contract, together with any amendment, the attached State vendor certifications, and incorporated references, constitutes the parties' entire agreement regarding the subject matter.

11.13. Jurisdiction. Any claims against University must be filed in accordance with the Illinois Court of Claims Act.

11.14. Severability. If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.

11.15. Sovereign Immunity. By entering into this contract, University does not waive the sovereign immunity or any other defenses and immunities afforded to it by Illinois and federal law.

11.16. Use of Name. Vendor shall not use University's name or protected marks for any commercial purpose.

11.17. Waiver. The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

11.18. Board of Elections. 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.

*Under Section 20-160(c) of the Procurement Code, registration is required by a business entity (i) whose aggregate bids and proposals on State contracts annually total more than \$50,000, (ii) whose aggregate bids and proposals on State contracts combined with the business entity's aggregate annual total value of State contracts exceed \$50,000, or (iii) whose contracts with State agencies, in the aggregate, annually total more than \$50,000.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

[VENDOR]

By: _____

By: _____ Printed: _____

Walter K. Knorr, Comptroller Date

Unit Head for Walter K. Knorr Date

Title: _____

Above signature of the Unit Head also
certifies to the department statements.

Date: _____

Approved as to legal form by office of University Counsel on _____

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Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. 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.

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. **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

4. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.

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

Contract for Procurement of Services Under \$10,000

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
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
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
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)
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
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
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
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
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
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
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
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
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

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
20. Drug Free Workplace
 - 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
 - 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
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
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
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
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
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
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
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
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
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.

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
31. [State Board of Elections certification is contained within the body of the contract]
32. **This applies only to bidders and offerors for competitive procurements, but is otherwise not applicable.** A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business 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 do business 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.

Contract for Procurement of Services Under \$10,000 – Amendment

AMENDMENT No. 1

To Contract between the Board of Trustees of the University of Illinois
and
<CONTRACTOR NAME>

This Amendment No. 1 amends the **Contract for Procurement of Services Under \$10,000** between The Board of Trustees of the University of Illinois and <CONTRACTOR NAME> that was effective on <ORIGINAL CONTRACT EFFECTIVE DATE>.

Check one or more of the three possible amendments below, as appropriate:

Section 2.1 Services. The Services description is hereby deleted in its entirety and replaced with the following amended scope of Services. (You may attach a separate page if needed.)

(NOTE: This amendment may be used for the sole purpose of modifying the original scope of Services. If this is a new project, with a different scope of Services unrelated to the original scope, a new contract must be executed)

Section 4.1 Compensation is hereby deleted and replaced with the following:

University shall pay Vendor compensation in the form of a one-time fee in the amount of \$ _____ .

(NOTE: In no case will the contract amount as amended exceed \$9,999.99)

Section 3.1 Term. The third sentence is hereby deleted and revised as follows:

This Contract shall expire on _____.

(NOTE: The original Effective Date will not change. In no case will the term of the Contract, including this Amendment, exceed 12 months from the Effective Date.)

All other terms of the original Contract remain unchanged. This Amendment is effective on the date of final execution unless otherwise stated here <ENTER EFFECTIVE DATE, IF APPLICABLE>.

University of Illinois

Contractor

Walter K. Knorr, Comptroller

Date

Signature

Date

Unit Head for Comptroller

Date

Print name

Above **signature of the Unit Head** also certifies to the department statements.

(NOTE: A Unit may only execute only one amendment to the original Contract for Services. Additional amendments must be processed through your campus OBFS Purchasing Department).