

**EASTERN ILLINOIS UNIVERSITY
BOARD OF TRUSTEES**

ADDENDUM
September 19, 2014

IV. ACTION ITEMS

E. **Extension of Master Contract with Eastern Illinois University Foundation**

Currently, a master contract is in place between the Eastern Illinois University Board of Trustees and the Eastern Illinois University Foundation for the period of July 1, 2014 – June 30, 2015. The EIU Foundation is requesting that the Board approve a new master contract for the period of July 1, 2015 - June 30, 2016 with an annual automatic renewal from year to year for a maximum total contract period of five years.

It is recommended that the Board of Trustees approve the master contract with the Eastern Illinois University Foundation.

MASTER CONTRACT

Between the

**BOARD OF TRUSTEES OF
EASTERN ILLINOIS UNIVERSITY**

And the

EASTERN ILLINOIS UNIVERSITY FOUNDATION

This agreement entered into as of the first day of July, 2015 between the Board of Trustees of Eastern Illinois University, a body politic and corporate of the State of Illinois, hereinafter called "University," and the Eastern Illinois University Foundation, an Illinois not-for-profit corporation, hereinafter called "Foundation."

WHEREAS, the Foundation was established as a separate corporate entity and exists for the purpose of aiding and assisting the University in achieving its educational, research, and service goals and responsibilities; and

WHEREAS, the Foundation and the University have cooperated in numerous ways to meet such goals and responsibilities of the University and desire to continue such cooperation; and

WHEREAS, Guidelines adopted by the Illinois Legislative Audit Commission on November 30, 1982, amended September 10, 1997, hereinafter called "LAC Guidelines," provide that the relationship between the University and the Foundation shall be contained in a written contract.

NOW, THEREFORE, witness this agreement:

1. The Foundation agrees to provide for the University the following services:
 - a. Receive, hold, and administer gifts of property, real or personal, financial or otherwise, to be used for and on behalf of Eastern Illinois University, its faculty, students, and staff, such gifts to be administered according to the terms specified by the donor. In the event the donor does not specify the terms for which the gift shall be used, then the Foundation, in consultation with the University, shall administer and use the gift for the benefit of the University.
 - b. The Foundation may also manage and administer gifts donated directly to the University in accordance with applicable terms and conditions of each gift. The Master Contract may be amended as agreed by the parties in writing if the Foundation incurs additional fees to manage these assets.
 - c. In furtherance of the above, and within the framework of the agreed upon personnel and operating budgets, to undertake the major responsibility for planning, implementation, and coordination of activities on behalf of the University, in consultation with the University President. In carrying out this

responsibility, the Executive Officer of the Foundation shall, on a regular basis, provide consultation and planning assistance to the appropriate University personnel concerning the activities of the University offices to coordinate on a continuing basis the development and services to be performed by the Foundation. This responsibility shall further include, but not be limited to the following services:

- (1) Receive, acknowledge, and report to the University President all gifts to the Foundation for the benefit of the University.
 - (2) Keep complete records of all funds and property received by the Foundation for the benefit of the University by gift or otherwise and to report to the University President concerning such funds and property on a regular basis.
 - (3) Upon the request of the University and with the concurrence of the Board of Directors of the Foundation, perform any other development and services not herein specifically mentioned,
 - d. Keep the University President advised of any and all monies and other property available through the Foundation for use by the University in support of its educational, research, and service goals and responsibilities.
 - e. Consult on a regular basis with the University administration concerning services to be performed hereunder for the benefit of the University and to do any and all other things requested by the University President and agreed to by the Foundation in the furtherance of the educational, research, and service goals and responsibilities of the University.
2. The Foundation agrees that it shall be subject to those provisions of the LAC Guidelines pertaining to University-related organizations at all times during the performance of this contract.
 3. The University agrees that the Foundation may use the University's name as part of the Foundation's name during the term of this contract.
 4. The University agrees to pay the Foundation \$26,208 for fiscal year 2016, for the above services outlined in Item 1.a. the sums which shall not exceed the Foundation's cost of providing services, and which shall be in accordance with approved University budgets. The payments by the University shall not include an allowance for risk or profit, and the University shall not pay any direct costs to the Foundation. No payments will be due from the University to the Foundation under this section for fiscal year 2017 and thereafter.
 5. The University agrees to continue to provide the Foundation with University services, facilities, and resources, as agreed upon by the parties from time to time. The Foundation agrees to pay the University for such facilities, services and resources in accordance with approved Foundation budgets. The amount to be paid by the Foundation shall be calculated either at rates charged other users by the University, or at the cost of furnishing such services if no internal charges are in existence.

6. Payments hereunder by the Foundation to the University and by the University to the Foundation may be in the form of money or its equivalent in services and use of facilities and resources.
7. For all services performed by the Foundation to the University hereunder, the Foundation shall maintain sufficient records, including cost allocation detail, time records, and records of supplies and materials consumed, to enable a post audit review of this contract.
8. If the Foundation performs an auxiliary enterprise or activity function pursuant to a contract with the University, the Foundation may retain non-gift monies to the extent permitted by the working capital and capital reserves provisions of the LAC Guidelines. Any monies received in excess of these amounts shall be returned to the University for deposit in the Income Fund.
9. The University shall not make any subsidies to the Foundation from the University or appropriate funds so long as the Foundation has unrestricted money to support itself.
10. In addition to the provisions of Section 1 above, the following provisions apply to the receipt, retention, and use of donated assets, or the proceeds of donated assets by the Foundation.
 - a. Any University funds advanced to the Foundation or receivable from the Foundation shall be repaid to the source from which obtained within one year of the date of the transaction.
 - b. The University shall in its budget and accounting processes identify expressly all support provided by the University to the Foundation. Revenue accounts shall identify all payments received from the Foundation for the repayment of funds advanced and as reimbursement for the use of University assets, facilities, or services. The Foundation shall maintain separate financial records which will include companion entries.
11. Records of the Foundation, including but not limited to non-public information about donors and prospective donors, non-public internal records of the Foundation, and proprietary strategic and competitive information stored from time to time in paper, electronic, or other form on the premises of the University, or in storage facilities of the University, shall at all times retain their character as private property of the Foundation and shall be under the control of the Foundation.
 - a. For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University leases to the Foundation, and the Foundation leases from the University, the storage space from time to time occupied by Foundation records of all descriptions from time to time on University premises or in University facilities.
 - b. The University agrees that it shall not release, publish, or disclose the contents of such records without the prior written consent of the Foundation; and that it will use its best efforts to protect such records from loss, theft, and unauthorized access, copying, use, or modification.

- c. In the event of any attempt by a third party to access or to compel the University to release such records, or any portion thereof, contrary to the terms of this agreement, including but not limited to a request under any freedom of information act, the University agrees that immediately, and prior to complying with any such request, it will notify the Foundation of the existence, terms, and circumstances surrounding such request, and consult with the Foundation on the advisability of taking legally available steps to resist or narrow such request or to assure the confidentiality of such records in the hands of any party to whom they may be disclosed.
12. The Foundation shall report to the University at the earliest practical time the planned purchase or other acquisition by the Foundation of any real estate. The University, in accordance with the LAC Guidelines, shall report each individual purchase by the Foundation of any real estate for a price in excess of \$250,000 and the acceptance by the Foundation of each individual gift of real estate estimated to have a fair market value in excess of \$250,000. The reports shall be prepared annually and published as a part of the University's financial report or supporting schedules document.
13. The parties further mutually agree:
 - a. That the term of this contract shall begin on July 1, 2015, and extend through June 30, 2016 and shall automatically renew from year to year thereafter for a maximum total contract period of five years unless either party shall give notice of non-renewal to the other party in writing at least ninety (90) days prior to the expiration of the original term or any renewal term of this contract. Any such notice to the University shall be given to the Director of Purchasing, Eastern Illinois University, 600 Lincoln Avenue, Charleston, IL.61920, and any such notice to the Foundation shall be given to the President of the Foundation, Neal Welcome Center, 860 W. Lincoln Avenue, Charleston, IL. 61920.
 - b. Any revisions in this contract for any renewal year shall be cooperatively negotiated by the parties and reduced to writing at least ninety (90) days prior to expiration of the original term or any renewal term of this contract. In the event this contract or any renewal thereof is terminated by either party, The Foundation shall provide for the orderly transfer to the University, or such other entity as the University may designate, of all assets and responsibilities of the University pursuant to Section 10-45(a)(6) of the Eastern Illinois University Law.
 - c. That this contract may not be assigned without the prior written consent of the parties.
 - d. That specific projects or activities not already covered by this contract may be agreed upon between the parties in writing as an amendment to this contract, which shall constitute a portion of this contract as though originally contained herein.
14. "The parties understand that various certifications, terms and conditions set forth in this contract are based on specific laws and regulations, some of which may not apply to the Foundation or to the performance of this contract. The inclusion of any such certification, term or condition that is not otherwise applicable to the Foundation or to this contract is not intended to enlarge the scope or application of the cited law or

regulation or to impose upon the Foundation any obligation not required by law or regulation."

Certifications and Conditions: All resulting contracts shall be in full compliance with the Illinois Procurement Code, 30 ILCS 500, and Illinois Public Act (P.A.) 96-0795, <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0795>. The terms of this Act shall apply to the awarded vendor, contractor, bidder, offer or, respondent or proposer, hereinafter referred to as "vendor" and their subcontractors and may include but are not limited to disclosure of financial interests, annual certifications and filing of subcontracts.

The vendor shall include these terms in any subcontract and acknowledges that the State may declare any resultant contract void without penalty or obligation to pay additional compensation if any certifications are false or if a contract has been made in violation of the Procurement Code or other law.

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

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

BID-RIGGING/BID ROTATING LAW (720 ILCS 5/33E-3 and 5-33E-4): The vendor certifies neither the vendor nor any person associated with it has been barred from contracting with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

BOYCOTT (P.A. 88-671): (Pertains to orders which exceed \$10,000.) The vendor certifies neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of provisions of U.S. Export Administration Act of 1979 or the regulations of U.S. Department of Commerce promulgated under that Act.

BRIBERY (30 ILCS 500/50-5): The vendor certifies that it is not barred from being awarded a contract. Section 50-5 prohibits a vendor from entering into a contract with a state agency if the vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or if the vendor has made an admission of guilt of such conduct which is a matter of record. The vendor further acknowledges that the Chief Procurement Officer (CPO) may declare the related contract void if this certification is false.

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

Native, female or qualified disabled person. For clarification of ethnic categories, contact the BEP of the Illinois Department of Central Management Services (CMS).

_____ Check here if you have been certified by the BEP Division of CMS and indicate your BEP # _____.

We reserve the right to verify this information with CMS.

COLLUSION (30 ILCS 500/50-40, 50-45, 50-50): The vendor shall report to the Illinois Attorney General and the CPO any suspected collusion or other anti-competitive practice among any vendor or employees of the State.

CONFLICT OF INTEREST (30 ILCS 500/50-13) : The vendor certifies it is not a State of Illinois employee, nor is any State of Illinois employee entitled to more than 7 ½%, or together with a spouse or minor child more than 15%, of the total distributable income of the seller. Check one:

_____ The vendor certifies that it is neither an employee of the State of Illinois (including EIU) nor the spouse or child of an employee of the State of Illinois (including EIU).

OR

_____ The vendor certifies that it is an employee of the State of Illinois (including EIU) or the spouse or child of an employee of the State of Illinois (including EIU). Indicate individual, relationship and agency or state department involved.

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

DEBT DELINQUENCY (30 ILCS 500/50-11): The vendor certifies that it, and any affiliate, is not barred from being awarded a contract under this statute. Section 50-11 prohibits a vendor from entering into a contract with a state agency if the vendor 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. The vendor further acknowledges that the CPO may declare the related contract void if this certification is false.

DISCLOSURE OF BUSINESS IN IRAN (P.A. 95-616): You must respond to the following request for information. Failure to respond shall disqualify your firm from consideration in this solicitation.

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.

Within the 24 months before submission of the bid, offer or proposal, the vendor, 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.

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

DRUG FREE WORKPLACE (30 ILCS 580): Requires in part, that vendors with 25 or more employees shall provide a drug free workplace as provided in the Drug Free Workplace Act. These requirements apply to orders of \$5,000 or more.

EDUCATIONAL LOANS (5 ILCS 385): The vendor certifies this contract is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.

EMPLOYMENT STATUS: The vendor certifies that if any of its personnel is an employee of the State of Illinois, they have permission from their employer to perform the service.

ENVIRONMENTAL (30 ILCS 500/50-14): The vendor certifies 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 for a period of five years prior to the date of the bid or contract. The vendor acknowledges that EIU shall declare the contract void if this certification is false.

EXCLUSIONS PARTY LIST: The vendor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this contract are currently subject of an investigation or proceeding to exclude it as a provider under Medicare, Medicaid, any other federal or state health care program or any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare, Medicaid or other federal or state health care program or any third party insurer. The vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE) and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. The vendor 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 the vendor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. EIU shall terminate contract without penalty to EIU if the vendor becomes excluded during the life of this contract.

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. The vendor shall be required to ensure all work under the contract complies with

FERPA and to indemnify and hold harmless EIU from any claims, complaints and/or causes of action arising from an alleged violation of FERPA.

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

FUNDING OUT CLAUSE : Obligations of the State shall cease immediately without penalty or future payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for purchase.

GOVERNING LAW: Notwithstanding anything in the contract or purchase order to the contrary, this transaction shall be governed by the laws of the State of Illinois.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) (45 CFR Parts 160 and 164): The use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosure of protected health information shall be in compliance with the HIPAA of 1966 and its promulgated regulations. The vendor shall be required to indemnify and hold harmless EIU from any claims, complaints and/or causes of action arising from an alleged violation of HIPAA.

ILLINOIS DEPARTMENT OF HUMAN RIGHTS (IDHR) PUBLIC CONTRACTS NUMBER: If the vendor has employed fifteen or more full-time employees within the State of Illinois at any time during the term of this contract, then the vendor must have a current public contract number or have proof of having submitted a completed application. Complete the appropriate section below:

Name of _____
Company
(and
D/B/A):

IDHR _____ Expiration Date: _____
Public
Contracts
Number:

_____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees in Illinois.

ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT (IITAA) (P.A. 095-0307): The vendor certifies all information technology, including electronic information, software, systems and equipment, developed or provided under any resulting contract must comply with the applicable requirements of the IITAA Standards as posted at <http://www.dhs.state.il.us/iitaa>.

ILLINOIS USE TAX (30 ILCS 500/50-12): The vendor certifies that it is not barred from being awarded a contract under this statute. Section 50-12 prohibits a vendor from entering into a contract with a state agency if the vendor, 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. The vendor further acknowledges that the CPO may declare the related contract void if this certification is false.

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

LABOR (30 ILCS 583/10): The vendor certifies no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction.

LEAD POISONING ACT (P.A. 94-879): if the vendor is the owner of residential rental property in Illinois, the vendor certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.

OUT OF STATE PREFERENCES: If you are an out-of-state vendor (not having an establishment for transacting business within Illinois), and if your state has a preference law favoring in-state vendors, what is the percentage preference?
_____ %

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

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

PROCUREMENT OF DOMESTIC PRODUCTS ACT (P.A. 93-0954):

Check the statement below that applies to the articles you are offering in this bid/proposal:

For the purpose of this question, "manufactured in the U.S." means in the case of assembled articles that final assembly occurred in the U.S.

_____ We certify that all offered articles were/shall be manufactured in the U.S. We understand that, if we are awarded a contract based on a preference for U.S. manufactured goods under the Procurement of Domestic Products Act, this certification shall become part of the contract. And, if we knowingly supply non-U.S. manufactured goods, we shall be subject to penalties that include debarment for five years, voiding of the contract and civil damages.
_____ We are unable to certify that all offered articles were/shall be manufactured in the U.S.

PROHIBITED POLITICAL CONTRIBUTION (30 ILCS 500/50-37): The vendor (as "business entity") certifies that it shall not make a prohibited political contribution.

PROHIBITED VENDORS (30 ILCS 500/50-10.5): The vendor certifies that it is not barred from being awarded a contract. Section 50-10.5 prohibits a vendor from entering into a contract with a state agency if the vendor, or any officer, director, partner or other managerial agent of the vendor, has been convicted within the last five 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 the vendor is in violation of subsection (e). The vendor further acknowledges that the CPO shall declare the related contract void if this certification is false.

PROHIBITION OF GOODS FROM CHILD LABOR (P.A. 94-0264): The vendor certifies no foreign-made equipment, material or supplies furnished to the State of Illinois under the contract have been produced in whole or in part by the labor of any child under the age of twelve.

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

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

RESPONSIBLE VENDOR REQUIREMENTS (P.A. 93-0642 – 30 ILCS 500/30-22): To be considered a responsible vendor on a construction contract, a vendor must comply with all of the following requirements and must present satisfactory evidence of that compliance:

1. The vendor must comply with all applicable laws concerning the vendor's entitlement to conduct business in Illinois.
2. The vendor must comply with all applicable provisions of the Prevailing Wage Act.
3. The vendor must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (U.S.C.) (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
4. The vendor must have a valid Federal Employer Identification Number (FEIN), or if an individual, a valid Social Security Number (SSN).
5. The vendor must have a valid certificate of insurance showing the following coverage: general liability, professional liability, product liability, worker's compensation, completed operations, hazardous occupation and automobile.
6. The vendor and all vendor's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States (U.S.) Department of Labor's Bureau of Apprenticeship and Training.
7. The vendor must submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

REVOLVING DOOR (30 ILCS 500/50-30): The vendor certifies that it is not in violation of the "Revolving Door" section of the Illinois Procurement Code.

STATE BOARD OF ELECTIONS CERTIFICATIONS (P.A. 95-971)

Any firm or individual who wishes to submit a bid or proposal in response to this solicitation must complete the certifications below. If you do not complete the certification below (and attach a copy of the certificate of registration from the State Board of Elections, if required), your bid or proposal cannot, by law, be accepted by EIU.

Note: If you conduct \$50,000 worth of business annually with the State of Illinois (state universities, CMS, IDOT, DCF, etc.), you are required to register with the State Board of Elections and obtain from them a certificate confirming your registration. Responses to Invitations to Bid, RFPs, Requests for Information and all other types of procurement solicitations are included in the calculation of this \$50,000 annual amount whether you receive a resulting award or not. If you do less than \$50,000 worth of business annually, you are exempt from the registration requirement.

Refer to P.A. 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 (<https://BEREP.elections.il.gov>) for more specific information on whether you are required to register or not.

You must check the line that applies to you. The vendor certifies that:

The vendor is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;

OR

The vendor has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; (b) it has provided a copy of its Certificate of Registration with its response to this solicitation; and (c) it acknowledges a continuing duty to update its registration. **Note: You are required to provide a copy of your certificate of registration with your bid or proposal.**

STEEL PRODUCTS (30 ILCS 565/): (Pertains to orders of \$500 or more) The vendor certifies in accordance with the State of Illinois Steel Products Procurement Act that each contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or more, made by a public agency shall contain a provision that steel products used or supplied in the performance of that contract or any subcontract shall be manufactured or produced in the U.S.

SUBCONTRACTORS: The vendor must indicate use of subcontractors. All subcontractors are required to complete Subcontractor Certifications and other required documentation. The vendor shall not utilize the services of a subcontractor in fulfilling its obligations under a contract without obtaining EIU's prior approval.

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

SUCCESSOR VENDOR CLAUSE: As provided in Section 25-80 of the Procurement Code, in order to be considered "responsible" under the Code any successor company to the winning vendor or vendor on a service contract (except for heating and air conditioning, plumbing or electrical services) must certify to EIU that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract.

UNLAWFUL DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), The U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", and its amendments and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The vendor agrees to incorporate this clause into all subcontracts under this order.

U.S. CIVIL RIGHTS ACT/FEDERAL REHABILITATION ACT (SEC 504)/ AMERICANS WITH DISABILITIES ACT (42 U.S.C. and 12101 ET SEQ.): The vendor, its employees and subcontractors shall comply with applicable

provisions of the U.S. Civil Rights Act, Section 04 of the Federal Rehabilitation Act, the Americans with Disabilities Act and applicable rules in performance under this contract.

VENDOR LEGAL AUTHORIZATION (30 ILCS 500/1.15.80, 20-43): The vendor 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.

IF THIS CONTRACT IS FEDERALLY FUNDED, THE VENDOR CERTIFIES THAT:

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): (Pertains to contracts over \$100,000.) The vendor and its subcontractors certify that Federal appropriated funds have not and shall not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The vendor and its subcontractor(s) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.) as amended: (Pertains to contracts over \$100,000.) The vendor certifies that it and its subcontractor(s) comply with all applicable standards, orders or regulations issued pursuant to this Clean Air Act and this Federal Water Pollution Control Act.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)/ DAVIS-BACON ACT (40 U.S.C. 276A): (Pertains to construction contracts over \$2,000 and mechanics and laborers contracts over \$2,500.) The vendor certifies that it complies with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act. Section 102 requires the vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1 ½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276c): (Pertains to construction or repair contracts over \$2,000.) The vendor and its subcontractors certify it complies with the Copeland Anti-Kickback Act which provides that each vendor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): The vendor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Partnership/Legal Corporation | Other: _____ |
| <input type="checkbox"/> Tax Exempt | |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or | |

health care services

- Governmental
- Nonresident Alien
- Estate or Trust

- D = disregarded entity
- C = corporation
- P = partnership

RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR part 401): (Pertains to contracts for performance of experimental, developmental or research work.) Any resulting contract or agreement shall provide for the rights of the Federal Government and the recipient in any resulting invention.

TAXPAYER IDENTIFICATION NUMBER (TIN): For individuals and sole proprietors, this is your SSN. For other entities, it is the FEIN. The FEIN shall not be used for sole proprietorships. If you fail to furnish the correct TIN to EIU, you are subject to an IRS penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

LEGAL STATUS: Under penalties of perjury, I certify _____ is my correct FEIN/SSN or I am waiting for a number to be issued to me, **and** I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding **and** I am a U.S. person (including a U.S. resident alien). I am doing business as a: (CHECK WHERE APPROPRIATE)

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's TIN. For all other entities, enter the name of the entity as used to apply for the entity's TIN.

COMPANY NAME _____ TELEPHONE _____ FAX _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ EMAIL _____

SIGNATURE _____ Title _____ Date _____

PRINT NAME _____

WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY RESULT IN CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.

NOTE: EIU pays all invoices pursuant to the State of Illinois Prompt Payment Act (30 ILCS 540).

This form is mandatory. Be certain you have completed all necessary information and return all pages.

_____ Small Business Identification

If you are a small business as defined below please check the appropriate boxes. We are requesting this information in furtherance of Public Act 97-307, the Small Business Contracts Act, which establishes a goal of contracting with small businesses in Illinois.

“Small Business” means a business that (1) operates with an Illinois address, (2) pays Illinois income tax, (3) is independently owned and operated, (4) is not dominant in its field of operation, and (5) has annual sales and number of employees within the limits set below.

Please check the appropriate boxes.

- Wholes business – annual sales for the most recently completed fiscal year cannot exceed \$10,000,000.
- Retail business or business selling services – annual sales and receipts cannot exceed \$6,000,000.00
- Construction business – annual sales and receipts cannot exceed \$10,000,000.
- Combination business (any combination of a wholesale, retail or construction) – the annual sales for each type of business in the combination may not exceed the corresponding amounts shown above.
- Manufacturing business – cannot employ more than 250 persons and may not have annual sales and receipts that exceed the above criteria. If a manufacturing business has been in existence for less than a full fiscal year, its average employment shall be calculated for the period through one month prior to the bid or proposal due date.

 Veteran Owned Small Business

If you are a veteran owned small business check the space above. We are requesting this information in furtherance of

30 ILCS 500/45-57 of the Illinois Procurement Code.

I certify that the above information is true and correct and may not be used and relied upon when making procurement decisions and awards.

Vendor Name: _____

Address: _____

Phone: _____

Officer's Signature: _____

Printed Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representatives as of the day and year first above written.

Board of Trustees of
Eastern Illinois University

By: _____
Dr. William Perry
President
Eastern Illinois University
Date: _____

Eastern Illinois University Foundation

By: _____
Christine Reid Robertson
President
Eastern Illinois University Foundation
Date: _____

**EASTERN ILLINOIS UNIVERSITY
BOARD OF TRUSTEES**

ADDENDUM
September 19, 2014

IV. ACTION ITEMS

F. **Personnel Contract**

Article II.C.2 of the Board of Trustees Governing Policies permits the President of the University to offer multi-year contracts to certain administrative personnel at Eastern Illinois University with prior approval of the Board. Dr. Perry is recommending that the Board authorize him to offer the following contract:

Contract:

Mr. Thomas Michael – Director of Athletics, a five (5) year contract for the period August 11, 2014 through August 10, 2019.

It is recommended that the Board of Trustees authorize President Perry to offer a five (5) year contract to Mr. Michael.

**EASTERN ILLINOIS UNIVERSITY
BOARD OF TRUSTEES**

**ADDENDUM
September 19, 2014**

IV. ACTION ITEMS

G. Contract Renewal and Successor Agreement - International Union of Operating Engineers Local 399

Labor Agreement:

A tentative two-year agreement was reached between the parties on August 28, 2014, to renew and amend provisions of the Agreement for two years. There are approximately 10 employees in the bargaining unit. The changes to the contract include updating classification titles from SUCSS, language revisions for one-man operations, and overtime language revisions. There were no wage increases for year one, a wage opener for year two, and an increase of \$.50 (fifty cents) per hour for hazardous duties. The agreement was ratified on September 15, 2014. The two year agreement is effective August 1, 2014, through July 31, 2016.

Wage increase:

Effective August 1, 2014, no wage increase.
Effective August 1, 2015, wage opener.

Estimated cost of the hazardous pay increase:

Effective August 1, 2014	\$ 80.00
Effective August 1, 2015	\$ 80.00

It is recommended that the Board of Trustees approve this successor Agreement.