## PURCHASE AGREEMENT

THIS AGREEMENT, by and between the Board of Trustees of Eastern Illinois University, hereinafter referred to as the “University” and *insert company name and address* hereinafter referred to as the “Contractor” agrees as follows:

1. **Services:** Contractor agrees to furnish to the University the following services:

*Insert services to be performed*

1. **Term:** Services shall be provided for the period beginning *Insert date services are to begin* and ending *insert date services are to be completed.*
2. **Compensation:** Contractor shall receive as compensation for all work and services to be performed herein, a fee of *insert amount per day/or or flat fee amount*. This fee is to include all secretarial, clerical, and similar incidental services. *If travel expenses are included, insert a not to exceed travel amount.* Total compensation (fee *and travel if applicable*) is not to exceed $*insert total agreement amount*. All payments shall be made pursuant to the Illinois State Prompt Payment Act.
3. **Subject Data:** In consideration for the payment described, Contractor agrees to assign all rights, title, and interest in all deliverable Subject Data (including all notes, designs, drawings, memoranda, reports, computer programs/input and output, and other technical data) first produced under this agreement, including copyright, to the University. Contractor understands the University shall have exclusive right to use the Subject Data for any purpose, including but not limited to use, reproduction, distribution, distribution, sale, licensing, and sublicensing of the Subject Data, and the development of derivative works based in whole or in part on the Subject Data, without further compensation to Contractor. For data not first produced under this agreement, Contractor certifies that it has acquired the necessary rights/licenses for the University to copy and use said data, at its discretion, without compensation by the University.
4. **Governing Law:** This agreement shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Coles County, Illinois.
5. **Independent Contractor:** The University’s relationship to the Contractor under this agreement shall be that of an independent Contractor. Contractor shall not be considered an agent or employee to the University for any purpose.
6. **Non-liability:** In no event shall the University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by the Contractor under this agreement.
7. **Indemnification:** Contractor 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.
8. **Termination for Non-appropriation:** This agreement is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein, in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this agreement. In the event of termination for lack of appropriation, the Contractor shall be paid for services performed.
9. **United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Service for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:

United States Citizen \_ Resident Alien \_ Non-resident Alien

1. **Certifications:**

The attached Certifications Form must be completed, signed and submitted with this agreement.

1. **Insurance:**

*If insurance is not required, omit this section and remove the Insurance form attached.* The attached Insurance Requirement must be signed and submitted with this agreement.

1. **COVID-19**

CONTRACTOR agrees to comply with all of UNIVERSITY’S COVID-19 policies while on campus.

The COVID-19 policies can be found at: [www.eiu.edu/covid/masks.php](http://www.eiu.edu/covid/masks.php)

1. **Force Majeure:**

The performance of this agreement is subject to termination without liability or penalty to either party upon the occurrence of any circumstance beyond the control of either party- such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, declaration of a state emergency, issuance of travel advisories by local, state, federal or other applicable authorities advising against travel to the area, imposition of quarantine restrictions.

|  |  |
| --- | --- |
| **Board of Trustees of Eastern Illinois University**    Purchasing Department Signature & Date    Print Name & Title    Fiscal Agent Signature & Date    *Insert Fiscal Agent’s Name & Title* | **Insert Contractor Name**    Signature & Date    Print Name & Title |

**Terms and Conditions**

#### All contracts shall be in full compliance with the Illinois Procurement Code, 30 ILCS 500, and the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education, 44 Ill. Adm. Code 4.

**ALTERATION/MODIFICATION OF ORIGINAL DOCUMENTS:** 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.

**ASSIGNMENT AND SUBCONTRACTING (30 ILCS 500/20-120):** Any contract may not be assigned or transferred in whole or in part by vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the contract. All subcontracts must include the same certifications and disclosures that vendor must make as a condition of their contract.

**AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason: (2) the Governor decreases the department’s funding by reserving some or all of the department’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations.

Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

**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).

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

**GOVERNING LAW:** All contracts shall be governed and constructed in accordance with the laws of the State of Illinois. Venue shall be in Coles County, Illinois.

**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.

**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.

**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 500/45-20):** 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.

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

**EIU Small Purchase Certifications** must be completed when responding to an EIU Request for Quote (RFQ) **if** the vendor **is not** registered in the Illinois Procurement Gateway (IPG) and **does not have** a current IPG Registration Number with an unexpired date.

If the vendor **is** registered in the Illinois Procurement Gateway (IPG) and **does have** a valid unexpired IPG registration number, the vendor may complete and submit **Form B** with their response which can be found at [http://www.illinois.gov/cpo/HigherEd/Documents/Form B.docx](http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx) .

To verify registration, go to the Illinois Procurement Gateway and search the Registered Vendor Directory. If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration. You must submit with your solicitation response the information requested on the EIU Small Purchase Certifications until you receive an approval with your registration number and expiration date.

#### Failure to provide the applicable EIU Small Purchase Certifications or Form B may render the submission non-responsive and result in disqualification.

1. **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.

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.

* 1. **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
  2. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current vendor providing the services covered by this contract and the employees of that vendor who provided those services are covered by a collective bargaining agreement, vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80
  3. 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
  4. 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
  5. 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
  6. 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)
  7. 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
  8. 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
  9. 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
  10. 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

* 1. 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
  2. **This applies to construction, reconstruction, alteration, repair or maintenance of public works.** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
  3. Drug Free Workplace
     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.
     2. If vendor is an individual and this contract is worth more than $5,000, 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
  4. **This applies to contracts over $10,000.** 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
  5. 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
  6. 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
  7. **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](http://www.dhs.state.il.us/iitaa) . 30 ILCS 587
  8. **This applies to contracts that were let for bid.** 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 5/33E-3, 33E-4
  9. 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.
  10. 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
  11. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43
  12. Vendor certifies it is not a State of Illinois employee nor the spouse or minor child of any state employee. 30 ILCS 500/50-13

#### Business Information

Is your company at least 51% owned and controlled by individuals in one of the following categories? If “Yes,” please check the category that applies:

Minority (30 ILCS 575/2(A)(1) & (3))

Veteran (30 ILCS 500/45-57) American Indian or Alaska Native

Small Business (30 ILCS 500/45-45) Asian

Female (30 ILCS 575/2(A)(2) & (4)) Black or African American

Disadvantaged (49 CFR 26) Hispanic or Latino

Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Native Hawaiian or Pacific Islander

#### Taxpayer Identification Number

I certify that the number shown on this form is my correct taxpayer identification number (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).

* If you are an individual, enter your name and SSN as it appears on your Social Security Card.
* If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
* If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the D/B/A on the business name line and enter the owner’s SSN or EIN.
* If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
* For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN. Name/Business Name:

Employer Identification Number or Social Security Number:

Legal Status (check one):

Individual

Sole Proprietor/Sole Member LLC Partnership

Legal Services Corporation Tax-exempt

Corporation providing or billing medical and/or health care services Corporation NOT providing or billing medical and/or health care services

Governmental Nonresident alien Estate or trust Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery (Corp.)

Limited Liability Company

(select applicable tax classification) D = disregarded entity

C = corporation P = partnership

These certifications are signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

|  |  |  |
| --- | --- | --- |
| Vendor Name: |  | Phone: |
| Street Address: |  | Email: |
| City, State, Zip: |  | Vendor  Contact: |
| Signature: |  | Date: |
| Printed Name: |  | Title: |

Form **W-9** (Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to** [***www.irs.gov/FormW9* f**](http://www.irs.gov/FormW9)**or instructions and the latest information.**

#### Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2. Business name/disregarded entity name, if different from above
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

**Print or type.**

See **Specific Instructions** on page 3.

1. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Exempt payee code (if any)

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

1. Address (number, street, and apt. or suite no.) See instructions. Requester’s name and address (optional)
2. City, state, and ZIP code
3. List account number(s) here (optional)

**Taxpayer Identification Number (TIN)**

**Part I**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a* | **Social security number** | | | | | | | | | | |
|  |  |  | **–** |  |  | **–** |  |  |  |  |

*TIN,* later. **or**

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**–**

**Employer identification number**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

**Signature of**

**U.S. person** ▶

**Date** ▶

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [*www.irs.gov/FormW9.*](http://www.irs.gov/FormW9)

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

* Form 1099-INT (interest earned or paid)
* Form 1099-DIV (dividends, including those from stocks or mutual funds)
* Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
* Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
* Form 1099-S (proceeds from real estate transactions)
* Form 1099-K (merchant card and third party network transactions)
* Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
* Form 1099-C (canceled debt)
* Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

## ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

**BUSINESS ENTERPRISE PROGRAM FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES**

**REGISTRATION FORM FOR CONTRACTUAL HIRES**

### Please print clearly.

Date:

* 1. APPLICANT’S NAME
  2. ADDRESS
  3. CITY STATE ZIP
  4. AREA CODE AND TELEPHONE
  5. SOCIAL SECURITY NUMBER
  6. AGENCY OR UNIVERSITY CONTRACTING WITH *EASTERN ILLINOIS UNIVERSITY*
  7. ( ) MALE ( ) FEMALE
  8. CHECK ALL THAT APPLY:

( ) AFRICAN AMERICAN ( ) ALASKAN NATIVE

( ) ASIAN AMERICAN ( ) HISPANIC

( ) CAUCASIAN

( ) NATIVE AMERICAN

( ) PERSON WITH A DISABILITY (MUST HAVE ATTACHED PBE STATEMENT COMPLETED – NOT REQUIRED OF STUDENTS)

SIGNATURE

**PBE APPLICATION STATEMENT**

Effective January 1, 1992, Public Act 87-701 allows for persons with disabilities to participate in the Business Enterprise Program for Minorities, Females and Persons with Disabilities.

Persons With A Disability shall mean a person who is a citizen or lawful permanent resident of the United States and who has a medically diagnosed, severe physical or mental disability that results from amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders (including stroke and epilepsy), paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease and substantially limits at least one of the major life activities such as mobility, communication, self-care, self direction, interpersonal skills, work tolerance or work skills in terms of employability; or any other disability or combination of disabilities, which is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed above.

***If you qualify as a person with a disability under the above definition, please provide the following information:***

( ) Contractual hire has been or currently is a Department of Rehabilitation Services client in the Vocational Rehabilitation Program. **If checked, do not proceed.**

If not checked, the following documentation must be obtained from a licensed medical physician which addresses the definition of “Disability”.

NAME DISABILITY

FUNCTIONAL LIMITATION CHECK ALL APPROPRIATE:

( ) MOBILITY

( ) COMMUNICATION ( ) SELF-CARE

( ) SELF-DIRECTION

( ) INTERPERSONAL SKILLS ( ) WORK TOLERANCE

( ) WORK SKILLS ( ) OTHER

DATE

SIGNATURE OF CERTIFYING PHYSICIAN

DATE

PHYSICIAN’S LICENSE NUMBER

This form is being requested by the Business Enterprise Program for Minorities, Females, and Persons with Disabilities, Illinois Department of Central Management Services, to fulfill compliance report requirements for the Business Enterprise for Minorities, Females and Persons with Disabilities Act.

**INSURANCE REQUIREMENTS**

The Contractor shall cause a Certificate of Insurance to be issued indicating the agreement number and showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a current A.M. Best rating of B++; VII or better and be duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois. The Contractor must agree to maintain such insurance for the duration of the agreement or the term for which services shall be rendered.

1. Worker’s Compensation - Statutory Limits (Illinois) (including Occupational Disease)

Employer’s Liability (Part B) -$500,000 per occurrence

1. Commercial General Liability

(including Products & Completed Operations)

Combined Single Limit - $1,000,000 per occurrence

**OR**

Bodily Injury: - $1,000,000 per occurrence and

Physical Damage - $1,000,000 per occurrence

1. Commercial Automobile Liability

Combined Single Limit - $1,000,000 per occurrence

**OR**

Bodily Injury: - $1,000,000 per occurrence, and

Physical Damage - $1,000,000 per occurrence

With respect to Commercial General Liability and Automobile Liability insurance, the Board of Trustees of Eastern Illinois University shall be named as an additional insured for any liability incurred by the University arising from activities of the Contractor.

The Contractor shall furnish the Purchasing Department, Room 1135 Old Main, Eastern Illinois University, 600 Lincoln Avenue, Charleston, Illinois 61920, original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. All certificates shall provide that the University be given thirty (30) days written notice prior to any change, substitution or cancellation before the stated expiration date.

The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by the University.

Assigned Subcontractors must comply with the same insurance coverage requirements as the Contractor. Subcontractors shall secure a Certificate of Insurance naming the Board of Trustees of Eastern Illinois University as an additional insured and shall submit such Certificate(s) of Insurance through the Contractor. The agreement number must be indicated on the Certificate.

**Please complete and sign below if specified insurance coverage can be furnished.**

Print Name of Organization

Signature of Authorized Representative

Print Name and Title

Date