**WESTERN ILLINOIS UNIVERSITY FOUNDATION**

**Agreement for General Services**

**If the contractor is NOT a United States Citizen, do not use this form. Please contact the Foundation Office for instructions regarding how to proceed.**

**Agreement for General Services**

 Enter Name of Contractor

 If over $5,000, Request for Purchase # Enter RFP#

Requesting Department: d

THIS AGREEMENT, by and between the Western Illinois University Foundation, hereinafter referred to as the “Foundation” and Enter Contractor’s Name and Address, hereinafter referred to as the “Contractor” agree as follows:

**SERVICES:**  Enter a complete description of services to be performed

**TERM:** Enter beginning and ending dates of services. You may use beginning date as “upon execution of fully signed agreement.” IMPORTANT NOTE: Service must not start until contract is finalized and approved by the appropriate Vice President and the Vice President of Advancement and Public Services.

**PAYMENT:** The Foundation agrees to pay the Contractor for services performed as follows: Enter payment amounts, terms, and payment due dates. If prepaying travel expenses such as an air flight, please indicate. This fee is to include all secretarial, clerical and similar incidental services.

 Travel expenses are [ ]  not applicable to this contract

 [ ]  reimbursed as follows:

Reasonable travel expenses, not to exceed $Enter travel amount to be reimbursed., will be reimbursed with prior written Foundation approval. Reimbursement requires the Contractor to submit appropriate documentation as determined by the Foundation.

**FORMER WIU EMPLOYMENT**: Check one

[ ]  The Contractor certifies that neither it nor any of its primary employees are former employees of Western Illinois Foundation.

[ ]  The Contractor certifies that it or a primary employee was an employee of Western Illinois Foundation as follows:

Department employed by: Enter Department

Position Held: Enter Position Held

Date employment terminated: Enter Date

Is the person a retiree of Western Illinois University: Enter Yes or No

Primary employee’s name: Enter Name

**CONFLICT OF INTEREST**: Check one

[ ]  The Contractor certifies that it is neither an employee of Western Illinois University nor the spouse or child of an employee of Western Illinois University

[ ]  The Contractor certifies that it is an employee of Western Illinois University or the spouse or child of an employee of Western Illinois University.

Relationship/Please indicate individual, relationship and department involved:

Enter Relationship Information

**SUBCONTRACTOR CLAUSE:** Check one

Contractor must indicate use of subcontractors. The Certification and Subcontractor Certification and listing is located in the Appendix II. (Contact the Purchasing Office at WIU by email at Purchasing@wiu.edu or at 309-298-1819 if you need this form.)

[ ]  The Contractor anticipates utilizing the service of the subcontractors as listed in Appendix II.

[ ]  The Contractor does not anticipate utilizing the service of subcontractors.

**REQUIRED CERTIFICATIONS AND CLAUSES:**

Important Note: As part of each certification, Contractor 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: 1) The contract may be void by operation of law; 2) The State may void the contract; and 3) the Contractor 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 no waive imposition of other sanctions or preclude application of sanctions not specifically identified.

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

**VENDOR LEGAL AUTHORIZATION/REGISTRATION WITH IL SECRETARY OF STATE:** Contractor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); 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. Vendor/Bidders may qualify to submit bids or proposals to state universities of Illinois only if they are a legal entity authorized to do business Illinois **prior to** submitting the bid, offer or proposal. This applies to both in-state and out-of-state firms.

A Vendor/Bidder must be:

1. A legal entity
2. Registered to conduct business in Illinois
3. In good standing with the Illinois Secretary of State

Specific information regarding compliance can be obtained from (30 ILCS 500/1.15.80, 20-43). Please contact the Illinois Secretary of State for additional information.

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| In-State Firms: | Corporations (Corp); Limited Liability Companies (LLC); Limited Partnerships (LP); Limited Liability Limited Partnerships (LLLP) – Please contact the Illinois Secretary of State for further information. |
| Sole Proprietorships: | If the firm’s name is the same as the sole proprietor’s name, nothing is required. |
| Out-of-State Firms: | All Out-of-State Firms – A foreign vendor is defined as any vendor who has not incorporated within the State of Illinois. A Guide For Qualifying Foreign Corporations, published by the Secretary of State, will answer your questions on how to qualify your Corporation/LLC to do business in Illinois. Please direct your questions to the Illinois Secretary of State. |

**STATE BOARD OF ELECTIONS CERTIFICATION REQUIRED (30 ILCS 500/20-160)**

Any firm or individual business owner must make the certification below. Not-for-profits are **not** required to register.

NOTE: If you do $50,000 worth of business annually with the State of Illinois, including the state universities, you are required to register with the State Board of Elections and obtain from them a certificate confirming your registration. Responses to Invitations for Bid, Requests for Proposals, 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 may be exempt from the registration requirement. Please refer to the State Board of Elections website ([www.elections.il.gov](http://www.elections.il.gov)) for more specific information on whether you are required to register or not.

CERTIFICATION:

You must check the box that applies to you:

The bidder certifies that:

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|[ ]  It is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code. |
|[ ]  It has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code and it acknowledges a continuing duty to update its registration.The bidder also acknowledges that any contracts entered into with bidder are voidable by the Foundation if bidder fails to comply with the requirements of Section 20-160 of the Procurement Code. |

**GOVERNING LAW:** This contract shall be governed and construed in accordance with the laws of the State of Illinois.

**Independent Contractor:** Contractor shall have sole control over the manner and means of providing the work and services performed under this contract. Contractor’s relationship to the Foundation under this contract shall be that of an Independent Contractor. Contractor shall not be considered an agent or employee of the Foundation for any purpose. If Contractor is an individual, the Foundation reserves the right to re-classify Contractor’s status to that of an employee in accordance with the Internal Revenue Service guidelines. Such reclassification may require the withholding of taxes.

**llinois Information Technology Accessibility Act:** (Applies to information technology contracts and is otherwise not applicable.) All information technology including electronic information, software, systems and equipment developed or provided under this bid document/contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at http://www.dhs.state.il.us/iitaa (30 ILCS 587).

**Lead Poisoning:** If Contractor is the owner of residential rental property in Illinois, Contractor certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated. (30 ILCS 500/50-14.5)

**Successor Vendor Clause:** Contractor certifies that (i) it will offer to assume the collective bargaining obligation of the prior employer, including any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its offer, and (ii) it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. This certification does not apply to heating and air conditioning, plumbing, or electrical services. This certification applies only to service contracts. (30 ILCS 500/25-80)

**Conviction of a Felony:** The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and five years have not passed from the completion of the sentence for that felony. The Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false. (30 ILCS 500/25-80)

**Prohibited Bidders and Contractors:** The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a contractor from entering into a contract with a State agency if the contractor or any officer, director, partner, or other managerial agent of contractor, has been convicted with the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the contractor is in violation of Subsection (e). The Contractor further acknowledges that the chief procurement officer shall declare the related contract void if this certification is false. (30 ILCS 500/50-10.5(b))

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

Contractor certifies that it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has contractor 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)

**Environmental Protection Act:** The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract with a State agency if the contractor has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. The Contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false. (30 ILCS 500/50-14)

**Debt Delinquency:** The Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under Section 30 ILCS 500/50-11 of the Illinois Procurement Code, as amended. Section 50-11 prohibits any bidder from submitting a bid or entering into a contract with a State agency if that bidder knows or should have known that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false. (30 ILCS 500/50-11)

**Illinois Use Tax:** The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a contractor from entering into a contract with a State agency if the contractor, 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 Contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false. (30 ILCS 500/50-12)

**Educational Loan Default**: If an individual, sole proprietorship or a LLC, the Contractor certifies that it is not in default on an educational loan as provided in 5 Illinois Compiled Statutes 385/3. (5 ILCS 385/3)

**Bid Rigging/Rotation:** The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 or the Criminal Code of 1961. (720 ILCS 5/33)

**Revolving Door:** The Contractor certifies that it is not in violation of the “Revolving Door” section of the Illinois Procurement Code. (30 ILCS 500/50-30)

**Collusion:** The Contractor 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)

**Prohibited Political Contribution:** The Contractor (as “business entity” under 30 ILCS 500/50-37) certifies that it will not make a prohibited political contribution. (30 ILCS 500/50-37)

**Drug Free Workplace:** The Contractor (whether an individual or company) agrees to provide a drug free workplace in accordance with the Illinois Drug-Free Workplace Act. The Drug Free Workplace Act prohibits a State agency from entering into a contract agreement unless the contractor has provided a certification that it will provide a drug free workplace. This is required of all corporations, partnerships and other entities with 25 or more employees or this contract is worth more than $5,000. Drug Free Workplace Act requires the following certification for Individuals – The individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. (30 ILCS 580)

**Smoke Free Policy:** In accordance with (110 ILCS 64/) the Smoke-Free Campus Act, as of July 1, 2015 smoking is prohibited on all Campus Property at the University, both indoors and outdoors, in university-owned vehicles and in privately-owned vehicles parked on Campus Property. Littering the remains of tobacco and smokeless tobacco products or any other related waste product on campus property is also prohibited.  The use of smokeless tobacco is also prohibited where student activities and/or learning takes place. This includes: classrooms, laboratories, libraries, and facilities where student conferences and meetings occur. Included are University vehicles when students are present. Smokeless tobacco is further prohibited inside all buildings/facilities, to include stadiums, gymnasiums, or other similar places where the general public may assemble.  This policy applies to any individual on campus property, including but not limited to students, faculty, staff, other employees such as temporary, lump sum, or seasonal employees, contractors, subcontractors, volunteers, guests and members of the public, and it is applicable twenty-four (24) hours a day, seven (7) days a week.  It is the responsibility of the contractor/vendor to ensure employee/sub-contractor compliance with this policy.

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

**International Boycott:** For contracts exceeding $10,000 the contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. (30 ILCS 582)

**Non-Discrimination and Equal Employment Opportunity:** The Contractor, its employees and subcontractors agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the American 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 Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by J.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this order.

**Tax Payer Certification:** Under penalties of perjury, the Proposer certifies that its Federal Tax Payer Identification Number or Social Security Number is Enter Number and is doing business as a (check one):

|  |  |
| --- | --- |
|[ ]  Individual |[ ]  Real Estate Agent |
|[ ]  Sole Proprietorship |[ ]  Government Entity |
|[ ]  Partnership |[ ]  Tax Exempt Organization (IRC 501(a) only) |
|[ ]  Corporation |[ ]  Not for Profit Corporation |
|[ ]  Trust or Estate |[ ]  Medical & Health Care Service Provider Corporation |

Under penalties of perjury, I certify that 1) The number shown is my correct taxpayer identification number; 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 Services (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. person (including a U.S. resident alien).

**United States Resident Certification:** Check one (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

The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

**Non-Liability:** In no event shall the Foundation 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 contract.

**Indemnification:** The Contractor shall indemnify and hold the Foundation, its officers and employees, and each of them harmless from and against any and all claims arising out of the work performed by the Contractor under this agreement.

**Termination for Non-Appropriation:** This contract 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 contract. In the event of termination for lack of appropriation the Contractor shall be paid for services performed under this contract up to the effective date of termination.

**Termination for Convenience:** The Foundation may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

**Waiver:** The failure of either party at any time or times to enforce any provision of this contract shall in no way be construed to be a waiver of such provisions or to affect the validity of this contract or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this contract.

**Entire Agreement:** This agreement, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the contents of said contract. No modifications, renewals, extensions or waiver of this contract or of any of the provisions of this contract, shall be binding upon either the Contractor or the Foundation unless reduced to writing and duly executed by the WIU Foundation Executive Officer or their designee.

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| WESTERN ILLINOIS UNIVERSITY FOUNDATION | Enter Contractor’s Name |
| By | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title | Executive Officer, WIU Foundation | Title | Enter Title |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date | Enter Date |
|  |  |  |  |
| By | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| Title | Fiscal Agent |  | Foundation Accounting \_\_\_\_\_\_ Date \_\_\_\_\_\_ |

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_