

CONTRACT CERTIFICATIONS

APPROPRIATION CONTINGENCY CLAUSE

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement. (30 ILCS 500/20-60(b))

AUDIT CLAUSE

Southern Illinois University reserves the right for the State of Illinois, Office of the Auditor General, and/or Southern Illinois University's internal auditors or their authorized representatives to perform compliance and/or financial audits, if deemed necessary.

If it is decided that an audit of this Contract will be performed, the contractor will be given advance notice. The Contractor shall maintain books, records and documents which support that goods and/or services provided and fees earned in accordance with the Contract and that the Contractor has complied with Contract terms and conditions. The Contractor agrees to make available for the term of this Contract and the retention period of seven years thereafter, any of the books, records and documents for inspection, audit, or reproduction.

The Contractor shall preserve all books, records and documents related to this Contract for a period of time which is the greater of seven years from the Contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the Southern Illinois University, or as required by applicable federal and state laws and regulations, which ever is longer.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records, which relate to litigation or the settlement of claims arising out of performance or expenditures under this Contract to which exception has been taken by the auditors, shall be retained by the Contractor or provided to Southern Illinois University until such litigation, claim, or exceptions have reached final disposition. Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this Contract, the Contractor may, in fulfillment of his obligation to retain records as required by this clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by Southern Illinois University.

BID-RIGGING/BID-ROTATING LAW

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 of the Criminal Code of 1961.

BRIBERY CLAUSE

The Contractor certifies that it is not barred from being awarded a contract or subcontract under Section 50.5 of the Illinois Procurement Code. (30 ILCS 500/50/5(a))

CONFLICTING DOCUMENTS

In the event of a conflict between these contract certifications and the Agreement or purchase order, whichever may be the case, these contract certifications will control.

DOMESTIC PRODUCTS ACT

The Contractor certifies that all articles to be provided under this contract have been or will be manufactured in the United States. The Contractor understands that, if he/she knowingly supplies non-US manufactured goods, he/she will be subject to penalties under the Procurement of Domestic Products Act (PA 93-0954) that include debarment for five years, voiding of the contract, and civil damages.

DRUG FREE WORKPLACE

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

EDUCATIONAL LOANS

The Contractor certifies that he/she is not in default on an educational loan as provided in Public Act 85-827. (5 ILCS 385/3)

ENVIRONMENTAL PROTECTION ACT (SECTION 42)

The Contractor certifies in accordance with 30 ILCS 500/50-12 that the Bidder or Contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order containing the finding of violation. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

EXCLUSIONS PARTY LIST CERTIFICATION:

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

GOVERNING LAW

Notwithstanding anything in the Agreement or purchase order to the contrary, this transaction will be governed by the laws of the State of Illinois.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

FOREIGN-MADE GOODS

The Contractor certifies in accordance with Public Act 93-0307 that 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.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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 disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1966 ("HIPAA") and its promulgated regulations under 45 C.F.R. Parts 160 and 164. CONTRACTOR shall be required to indemnify and hold harmless the UNIVERSITY from any claims, complaints, and/or causes of action arising from an alleged violation of HIPAA.

INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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 this Act. (30 ILCS 582/1 et seq.)

LEAD POISONING CERTIFICATION

Pursuant to P.A. 94-879, if vendor [contractor, bidder, proposer] is the owner of residential rental property in Illinois, vendor [contractor, bidder, proposer] certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.

MULTI-YEAR CONTRACTS

Anything in the Agreement to the contrary notwithstanding, if the term of this agreement extends beyond the end of the current fiscal year the Agreement is subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanisms, in any fiscal year for which the General Assembly (or other funding source, if applicable) fails to make adequate appropriation to cover the agency's procurement obligations.

RECORD RETENTION

The Contractor or subcontractor, if applicable, shall maintain and make available to the Auditor General and the University, books and records relating to the performance of this contract or subcontracts thereunder and necessary to support the amount charged the University under this contract or subcontract thereunder. Books and records shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of three (3) years from the later of the date of final payment under the subcontract or completion of the subcontract. However, the 3-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. The Contractor or subcontractor thereunder agrees to cooperate fully with any audit. The Contractor agrees to include this paragraph in all subcontracts issued under this contract. Failure to maintain the books and records required to be maintained under this paragraph shall establish a presumption in favor of the University for the recovery of any funds paid by the University for which the required books and records are not available. The Contractor shall include this paragraph in all subcontracts issued hereunder. (30 ILCS 500/20-65)

SARBANES-OXLEY ACT

The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

STATE PROHIBITION OF GOODS FROM CHILD LABOR ACT

The Contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

SUCCESSOR VENDOR CLAUSE IN SERVICE CONTRACTS

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 bidder or offeror on a service contract (except for heating and air conditioning, plumbing, or electrical services) must certify to the University 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.

VENDOR DEBT CERTIFICATION

The Contractor or Bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Contractor further acknowledges that the contracting State Agency may declare the contract void if the preceding certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portions of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refused to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Re: Public Contracts; last reviewed December, 1991)

