

CONTRACT

P.O. # _____

This contract, made and entered by and between the Board of Trustees of Chicago State University on behalf of Chicago State University and

OF _____ Vendor _____ hereinafter called "Vendor."
Address _____

1. **Services:** The Vendor agrees to provide:

2. **Compensation:** The University will pay the Vendor as follows:
 - A. **Lump sum payment:** \$ _____ will be paid to the Vendor upon final acceptance of the above stated services by the University.
 - OR
 - B. **At the rate of** \$ _____ **per** _____
(Hours, Day, Month, or Other Unit)

3. **Expenses:** (Where applicable)
The Vendor shall be reimbursed for necessary travel expenses incurred in fulfilling obligations under this contract. Such expenses shall be reimbursed at the rates and for the purposes applicable to employees of the Department Total travel expenses shall not exceed \$ _____.

4. **Contract Amount:** The estimated amount payable under this contract is \$ _____.

5. **Billing:** The Vendor shall monthly, or after completion of services, whichever is applicable, submit a bill for services rendered. Bill shall include detailed information as to the services performed and any expenses billed shall be itemized in accordance with applicable State Regulations.

6. **Term:** The term of this contract shall be for the period commencing _____, 20____, and shall be terminated on _____, 20 ____.

7. **Appropriation:** 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.

8. **Termination:** This contract may be terminated by either party upon _____ days written notice. Upon termination the Vendor shall be paid for work satisfactorily completed prior to the date of termination.

9. **Work Product:** All documents, including reports and all other work products produced by the Vendor under this Contract, shall become/remain the property of the University.

10. **Laws of Illinois:**
 - A. This contract shall be governed in all respects by the laws of the State of Illinois.
 - B. Contractor, Subcontractors, etc. shall pay to all laborers, workmen, and mechanics performing work under the Contract, not less than the prevailing rate of wages as determine by the Illinois Department of Labor.
 - C. Whenever there is a period of excessive unemployment in the State of Illinois (III. Rev. Statutes, ch. 48, par. 2201 et seq.), the Contractor shall employ only Illinois Laborers for this project

11. **Unlawful Discrimination:**
 - A. Vendor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (III Rev. Stat, 1979, cb. 68, par. 1-101 et seq.) And further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
 - B. Vendor agrees to comply with AN ACT to prohibit discrimination and intimidation on account of race, creed, color, sex religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public work, a (III. Rev. Stat. 1987, ch. 29, par. 17 et seq.). The provisions of this Act are made a part of this contract by reference as though set forth in full herein.

12. **Conflict of Interest:** Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest (Public Act 90-572, Article 50, Section 50- 13) and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this Contract the same as though they were incorporated and included herein.

13. **Hold Harmless:** The Contractor shall define, indemnify, keep and save harmless the Board of Trustees of Chicago State University, 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, the performance of the work under this Contract by the Contractor or his subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. In the event of

any injury (including death) or loss or damage, or claims therefore, the Contractor shall give prompt notice to the Chicago State University Board of Trustees.

14. Subcontractor Disclosure: Contractor will state whether or not they will utilize the services of a subcontractor to fulfill obligations under this contract. If a subcontractor will be used, this contract must include the names and addresses of all such subcontractors and the anticipated amount they will receive pursuant to the contract. Contractor's signature attests to the fact that subcontractors will not be utilized unless such a list is attached.
15. It is understood and agreed by and between the Parties hereto that this contract constitutes the entire agreement between the Parties, that there is no part of the contract not set forth herein, and that no alterations, changes, or additions therein shall be made, except in writing approved by the Parties hereto.
16. The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the above covenants herein contained.
17. Public Act 90-572 of the Illinois Procurement Code (Article 20, Section 2045) requires that the vendor or contractor shall maintain, for a minimum of 3 years, after the completion of disbursements of funds passing in conjunction with this contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Act shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
18. **Felony**
Contractor certifies that he/she is not barred pursuant to the Illinois Procurement Code (30 ILCS 500/50-10) from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.
19. Under penalties of perjury, the undersigned hereby certifies:
- A. That it has not been convicted of bribery nor attempting to bribe an officer or employee of the State of Illinois, nor has the Vendor had an admission of guilt of such conduct, which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such admission of bribery on behalf to the firm and pursuant to the direction or authorization of a responsible official of the firm as provided in the Illinois Procurement Code (Public Act 90-572, Article 50, Section 50-1).
- B. That it is not in default of educational loans as provided in Section 30-15.12 of School Code.
- C. That the vendor has not been barred from contracting with Chicago State University as a result of a violation of Section 33E-3 or 33E of the Criminal Code 1961 (III. Rev. Stat 1988 Supp., ch. 38 pars. 33E3 or 33E4).
- D. In accordance with Illinois Income Tax Act, Section 708, vendor declares that he/she is a resident of the State of _____.
- E. That _____ (FEIN NO. or SSN) is my correct Federal Taxpayer Identification Number. Vendor I am doing business as a (please check one):
- | | |
|--|--|
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> REAL ESTATE AGENT |
| <input type="checkbox"/> SOLE PROPRIETORSHIP | <input type="checkbox"/> GOVERNMENTAL ENTITY |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> TAX EXEMPT ORGANIZATION
(IRC 501 (A) ONLY) |
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> TRUST OR ESTATE |
| <input type="checkbox"/> NOT-FOR-PROFIT CORPORATION | |
| <input type="checkbox"/> MEDICAL AND HEALTH CARE SERVICES PROVIDER CORPORATION | |
- F. That it has read the Drug Free Workplace Act (PA 86-1459) and is, in compliance with the Act. The Drug Free Workplace Act requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistant programs, of prohibited activities and of sanction that will be imposed for violation; and that individuals with contracts not engage in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. These requirements apply to contracts of \$5000 or more.

THIS CONTRACT IS INVALID UNLESS SIGNED BY THE PRESIDENT OF CHICAGO STATE UNIVERSITY, DR. ELNORA D. DANIEL

FIRM _____
SIGNATURE _____
TITLE _____
ADDRESS _____
CITY/STATE _____
PHONE _____

BOARD OF TRUSTEES OF CHICAGO STATE UNIVERSITY ON BEHALF OF CHICAGO STATE UNIVERSITY

SIGNATURE _____
TITLE _____
PHONE _____

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representative this _____ day of _____, 20_____.