



GREEN RESTAURANT ASSOCIATION

Greening the Restaurant Industry Since 1990

October 25, 2018

University of Illinois

Micah Kenfield:

Please find a Comprehensive contract for University of Illinois. To help you navigate through the contract, I'd like to point out a couple things to you:

- The lowest overall annualized cost for this contract is \$6415.2 per year if you choose the Five Year Full Payment.
- If cash flow is more important, I'd suggest the 5 Year Monthly Option at \$641.52 per month.

To Complete This Contract Correctly:

1. On Page 1, Item 2, Term, choose one of the three green boxes for the contract term.
2. Then, choose one yellow box on page 4, at Exhibit B, Pricing.
3. Complete any 2 of the 3 payment boxes on bottom of page 4.
4. Lastly, at the bottom of page 5, please sign and date the contract.
5. Send **all pages of the completed contract** to one of the following:

- Email to ben.prentice@dinegreen.org
- Fax to 617-702-8121
- Mail to:
Green Restaurant Association
89 South St., Suite 802
Boston, MA 02111

Please call me if you have any questions.

Thank you,

Benton Prentice
Green Restaurant Association
Business Development Manager

Parties to Contract:

Green Restaurant Association (GRA)
89 South St., suite 802
Boston, MA 02111

The GRA guarantees the pricing on this contract if the GRA receives this signed contract with payment from Client on or before January 23, 2019.

Comprehensive Contract



Client:
University of Illinois
350 National Soybean Research Center, MC-635
Urbana, IL 61801

Parties agree as follows:

1. Scope of Services: GRA shall, in accordance with and subject to the terms of this Contract, provide the Services as further described in Exhibit A attached hereto.

2. Term: Client contracts the GRA for the following term (*to be checked by Client*):

1 Year Term 3 Year Term 5 Year Term

The term of the Contract shall start on the date of final execution, on page 5.

3. Location(s): 8 location(s) listed in Exhibit C is the scope of this Contract.

4. Compensation: As compensation to the GRA for providing the Services listed in Exhibit A, Client agrees to pay the GRA the rates set forth in Exhibit B. Signing this Contract indicates Client's agreement to pay the full amount of the Contract in the manner prescribed by the plan you check in Exhibit B. There will be no refunds, including, but not limited to if a restaurant closes, does not meet certification requirements, or restaurant becomes decertified.

5. Confidentiality: All Client data and information disclosed to or acquired by GRA by reason of or arising from GRA's relationship with Client or otherwise under this Contract is (a) to be used for the sole benefit of Client and only for purposes of providing services pursuant to this Contract, (b) to be held in strict confidence by GRA during the term hereof and thereafter, and shall not be disclosed to any third party, either directly or indirectly, without the prior written consent of Client in each and every instance and (c) shall remain the sole property of Client, and GRA shall not acquire any right, title or other interest therein.

All GRA data and information disclosed to or acquired by Client by reason of or arising from Client's relationship with GRA or otherwise under this Contract is (a) to be used for the sole benefit of GRA and only for purposes of providing services pursuant to this Contract, (b) if clearly marked as "Confidential" will be held in strict confidence by Client during the term hereof and thereafter, and shall not be disclosed to any third party, either directly or indirectly, without the prior written consent of GRA unless otherwise required by law or court order (c) shall remain the sole property of GRA, and Client shall not acquire any right, title or other interest therein.

6. Publicity: Client may not disclose publicly that it is working with the GRA until it becomes a Certified Green Restaurant®. The Communications part of Benefits Services in Exhibit A begins once Client becomes a Certified Green Restaurant®. All rights to use GRA logos can be revoked by the GRA at any time if it determines Client to not be in compliance with this Contract. Once restaurant is certified, it may:

- use GRA's certification signs on front windows and doors
- use GRA certification logo on menus, websites, and advertisements
- use term "Certified Green Restaurant®"

All copy and design related to Client's certification status must be approved by the GRA before Client publishes it.

7. Use of Trademarks: Each party acknowledges and agrees that it shall not use any names, symbols, designations, trade names, trademarks or copyrights of the other ("Trademarks") without the prior written consent of such other party. Nothing in this Contract shall be construed as conveying to a party any rights with respect to the Trademarks of the other party, except as expressly stated herein. Trademark (®) must accompany Certified Green Restaurant® term, and all three words must be used in the following exact order: "Certified Green Restaurant®".

8. Relationship: The parties hereto agree that the relationship of GRA to Client is one of independent contractors and nothing herein contained shall be construed or implied that GRA is an agent, partner or employee of, or joint venturer with Client. GRA shall not have the right of authority to create, assume or incur any obligation in the name of or on behalf of Client, nor shall GRA hold itself as having such right or authority, without the prior written consent of Client.

9. **Entire Agreement:** This Contract and the attached Exhibit D – Certifications constitute the entire contract of the parties hereto with respect to the subject matter hereof, and no representations, documents, promises or agreements, oral or otherwise, usage or course of conduct between the parties hereto not set forth herein shall be of any force or effect. This Contract can be changed or modified only by subsequent written amendment executed by authorized representatives of the parties hereto.

10. **Governing Law:** This Contract shall be governed by, and construed in accordance with, the laws of the Illinois.

11. **Documents:** Client will appoint a key contact person for its relationship with the GRA. Client will submit to the GRA within 1 month all documentation the GRA requests in order to perform the environmental assessment. If not submitted in 1 month, the GRA cannot ensure delivery of services as listed in Exhibit A of the Contract. If Client does not submit all documents before 6 months from the Contract Start Date, then Client will be in breach of this contract. These documents pertain to GRA's categories of Energy, Water, Waste, Chemicals, Food, Disposables, and Building. GRA needs documents including but not limited to the following examples: utility bills, distributor invoices, waste hauling and recycling invoices, food and disposables invoices, and account authorization. GRA is not responsible for any unlawful or unethical practices of the companies that produce/provide the products and services the GRA recommends to Client.

12. **Step Implementation:** Within 3 months of receiving Assessment Report, Client must review the Assessment Report with the GRA Consultant and confirm steps. Client is responsible for implementing the necessary environmental steps in order to reach Certification requirements within 6 months from the date that Client receives the complete Solutions Report from the GRA.

13. **Certification:** Client will submit documentation for all the steps it completes. GRA will analyze documentation that Client submits to determine if it can become a Certified Green Restaurant®. If the GRA determines that Client meets the minimum Certification standards, which can be found on dinegreen.com, then the GRA will send Client a letter informing that Client has met the GRA Environmental Standards. Upon receiving that letter, Client needs to fulfill the following two Communications Requirements:

- a.) Post Logo coding on Client homepage that will link to Client's GRA Green landing page
- b.) Post Certification Logo at front of restaurant

Once Client shows GRA proof that it has fulfilled both Communications Requirements, then it becomes a Certified Green Restaurant® and has rights to all of the Communications Benefits outlined in this contract, as detailed in Exhibit A.

All signage that GRA sends Client is property of the GRA and can only be used while Client is a Certified Green Restaurant®. Signage and logo use can be revoked at any time at the GRA's sole discretion.

14. **Spot Checks:** After Certification, at any time during the term of the contract, upon GRA's request, Client must submit documentation to the GRA to verify any steps for which it has been credited. This documentation must be submitted within two weeks of GRA's request. Documentation, such as invoices, must be dated within two months prior to the date of the GRA's request. Once certified, Client must maintain the minimum requirements for certification during the entire term of this contract.

15. **Recertification:** Each year that Client is under contract with the GRA, it will go through a process of recertification. In order to be recertified each year as a Certified Green Restaurant®, Client must meet the minimum current requirements of the GRA's Certification Standards at that time as outlined on Dinegreen.com. In order to determine what Client's status is at time of recertification, GRA will request and Client agrees to submit all documentation necessary for GRA to ascertain how many points Client has at that time. If Client meets the GRA minimum requirements at that point, then Client will be recertified as a Certified Green Restaurant®. If Client no longer meets the minimum requirements, then it will go through the decertification process outlined in item #16 below.

16. **Decertification:** If Client is found to not be maintaining its minimum requirements for certification, then the GRA has the right to decertify Client at the applicable location. If Client is found to not be maintaining the minimum requirements for certification, GRA will send Client a warning letter. From the date of that warning letter, Client will have 30 days to come into compliance. If Client does come back into compliance then it's Certification status will continue to be in good standing, unless client is later found to be in violation of the same requirement(s) at the same location as stated in prior warning letter, where then Client will be immediately decertified at the applicable location. If Client does not come into compliance within 30 days, it will receive a notice of decertification.

If the Green Restaurant Association sends Client a notice of decertification, then Client will comply with all the GRA's demands to remove GRA logos and signs from Client's website, menus, restaurant walls, advertisements, and anywhere else within 5 business days of Client's receipt of the GRA's notice of decertification. Whether Client is within the term of this Contract or whether the term of the Contract has expired, Client agrees to comply with all the demands of the decertification letter.

If Client becomes decertified, it can not claim in any of its marketing materials or anywhere else that it is or was a Certified Green Restaurant® for the decertified location, for all time. If Client does not comply with these Decertification Terms, then Client agrees, that GRA will send client a notice of non-compliance specifying each particular violation and Client, after receipt of notice will, pay the Green Restaurant Association \$300 per day per decertified location until Client ceases to be in violation of the decertification terms.

17. **Renewal:** When the initial term of this contract is complete, this contract can be renewed with the execution of an amendment signed by both parties. The total term of the contract cannot exceed ten years.

Exhibit A: Services

Environmental Assessment

GRA will perform an inventory of a restaurant's products and services in the realm of the following seven GRA environmental guidelines:

1. Energy
2. Water
3. Waste
4. Disposables
5. Chemical and Pollution Reduction
6. Sustainable Food
7. Sustainable Furnishings & Building Materials

GRA will determine how many points Client already has and how many points it needs to reach certification.

Client will send the GRA requested documents and supporting information to complete the inventory.

Environmental Consulting

Solutions

GRA will identify and provide solutions for the environmental changes necessary to help Client become a Certified Green Restaurant®.

Certification

If Client achieves minimum requirements, then the GRA will send Client a certification acceptance letter and Client will qualify for the Communications Benefits listed below.

Communications

- Storefront certification sign
- Certification award
- Sign with all the environmental steps Client has accomplished
- Electronic certification logos for use on menus, print material, advertisements, website, and more
- Green Landing Page
- Green Label
- Listing on Green Restaurant® Guide at www.dinegreen.com and on various websites.
- Green Restaurant® News Newsletter
- License to use GRA Certification Logo on:
 1. Website
 2. Menus
 3. Uniforms
 4. Advertisements
 5. Table Tents

Exhibit B: Pricing

Check Only One of the **Yellow Boxes** on this Page

Option 1: Monthly Payment Plan

1 Year Contract		3 Year Contract		5 Year Contract	
ACH* \$1,030 <input type="checkbox"/>	Credit Card \$1,110 <input type="checkbox"/>	ACH* \$898 <input type="checkbox"/>	Credit Card \$978 <input type="checkbox"/>	ACH* \$642 <input type="checkbox"/>	Credit Card \$722 <input type="checkbox"/>

Option 2: Annual Payment Plan

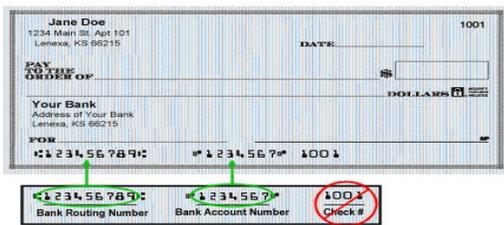
3 Year Contract		5 Year Contract	
ACH* \$9,874 <input type="checkbox"/>	Credit Card or Check \$10,674 <input type="checkbox"/>	ACH* \$7,057 <input type="checkbox"/>	Credit Card or Check \$7,857 <input type="checkbox"/>

Option 3: Full Payment

1 Year Contract		3 Year Contract		5 Year Contract	
ACH* \$10,296 <input type="checkbox"/>	Credit Card or Check \$11,583 <input type="checkbox"/>	ACH* or Check \$26,928 <input type="checkbox"/>	Credit Card \$30,294 <input type="checkbox"/>	ACH* or Check \$32,076 <input checked="" type="checkbox"/>	Credit Card \$36,086 <input type="checkbox"/>

A BACK-UP METHOD OF PAYMENT IS REQUIRED.

Complete any two (2) of the sections below, or one (1) if paying by Check.



ACH*

Bank Routing Number _____

Bank Account Number _____

CREDIT CARD 1

Card Number: _____

Exp Date: _____ Sec.Code _____

CREDIT CARD 2

Card Number: _____

Exp Date: _____ Sec.Code _____



If Client selects Option 1, Monthly Payment, then Client agrees to pay the monthly fee every month starting at contract signing, for the full term of this contract. Client agrees to have that monthly fee either deducted from Client's bank account via ACH or charged to Client's credit card, as determined by the payment option Client chooses above. Client is required to complete both the credit card section and the ACH section on the next page. GRA will charge the option that Client chooses above. If, at any time, that payment option fails, then Client authorizes the GRA to charge the Client's other payment option. If your restaurant closes or is sold, then Client authorizes the GRA to charge remaining balance on credit card or ACH. Client will incur \$100 penalties for each 30 days that a payment is late. If Client is 60 days or more overdue in its payments, then all of Client's Certification rights are revoked until all overdue moneys have been paid. If Client becomes 6 months overdue in its payments, then Client agrees to pay the GRA the balance of the contract in full and \$5,000 through one of the aforementioned payment methods.

Total Due for 1 Year Contract Monthly Payment Plan paid by ACH: \$12355.2
 Total Due for 1 Year Contract Monthly Payment Plan paid by Credit Card: \$13315.2
 Total Due for 3 Year Contract Monthly Payment Plan paid by ACH: \$32313.6
 Total Due for 3 Year Contract Monthly Payment Plan paid by Credit Card: \$35193.6
 Total Due for 5 Year Contract Monthly Payment Plan paid by ACH: \$38491.2
 Total Due for 5 Year Contract Monthly Payment Plan paid by Credit Card: \$43291.2

If Client selects Option 2, Annual Payment Plan, then Client agrees to pay the annual fee every year, starting at contract signing and then on the anniversary of the contract signing, for the full term of this contract. Client agrees to have that annual fee either deducted from Client's bank account via ACH, mailed via paper check, or charged to Client's credit card, as determined by the payment option Client chooses above. Client is required to complete both the credit card section and the ACH section on the next page. If, at any time, that payment option fails, then Client authorizes the GRA to charge the Client's other payment option. If your restaurant closes or is sold, then Client authorizes the GRA to charge remaining balance on credit card or ACH. Client will incur \$100 penalties for each 30 days that a payment is late. If Client is 60 days or more overdue in its payments, then all of Client's Certification rights are revoked until all overdue moneys have been paid. If Client becomes 6 months overdue in its payments, then Client agrees to pay the GRA the balance of the contract in full and \$5,000 through one of the aforementioned payment methods.

Total Due for 3 Year Contract Annual Payment Plan paid by ACH: \$29620.8
 Total Due for 3 Year Contract Annual Payment Plan paid by Credit Card or Check: \$32020.8
 Total Due for 5 Year Contract Annual Payment Plan paid by ACH: \$35283.6
 Total Due for 5 Year Contract Annual Payment Plan paid by Credit Card or Check: \$39283.6

If Client selects Option 3, Full Payment, then Client agrees to pay the term selected in full at time of contract signing.
 *ACH allows Auto-Withdrawal from your checking account

Exhibit C: Location(s) 8 Location(s) for this Contract

Ikenberry Dining
301 East Gregory
Champaign, IL 61820

Florida Avenue Dining
1001 College Court
Urbana, IL 61801

Caffeinator
301 East Gregory
Champaign, IL 61820

Pennsylvania Avenue Dining
350 National Soybean Research Center, MC-635
1101 West Peabody
Urbana, IL 61801

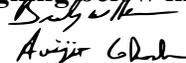
57 North
301 East Gregory
Champaign, IL 61820

Busey Evans Dining
1111 West Nevada
Urbana, IL 61801

University Catering
1321 South Oak Street
Champaign, IL 61820

Lincoln/Allen Dining
1005 South Lincoln Avenue
Urbana, IL 61801

Signing below indicates Client's agreement to the terms of this contract.


 X Avijit Ghosh
 Avijit Ghosh
 Comptroller
 University of Illinois

Date


Michael Oshman
 Michael Oshman
 CEO
 Green Restaurant Association

3/18/2019
 Date

Exhibit A- Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this 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.

This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.

If this 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 University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this 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:
 - a. the contract may be void by operation of law,
 - b. the Chief Procurement Officer may void the contract, and
 - c. 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.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise 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.
4. Vendor certifies that, for the duration of this contract it will:
 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47)
5. **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 were 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.

6. 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.
7. 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.
8. 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.
9. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. 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.
12. 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.
13. 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.
14. Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
16. Vendor certifies it 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.
17. 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 University grants an exception in writing. 30 ILCS 565.
18. Drug Free Workplace
 - 18.1 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. 30 ILCS 580

- 18.2 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.
19. 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.
20. 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 5/33 E-3, E-4.
21. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University 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.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
25. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. **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). 30 ILCS 587.
27. 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 a subcontract that are manufactured in the United States. 30 ILCS 517.
28. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.
29. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor 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. 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 Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further 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 Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and

<http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.

30. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
31. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- Vendor is not required to register as a business entity with the State Board of Elections.**
- Vendor is a not-for-profit entity.**
- or
- Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when vendor's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, vendor must register.)**
- Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act. (include a copy of Vendor's registration certificate)**

32. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- 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
- 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.

There are no business operations that must be disclosed to comply with the above cited law.

or

The following business operations are disclosed to comply with the above cited law: _____

33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or Offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

34. The Vendor (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Vendor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available