

1. COUNTY CODE 037, Henry	2. DISTRICT CODE/NAME 2280, Geneseo CUSD 228
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Item I.D.	Facility Name	Facility Address	Facility Description	Project Description	Priority Code	Category Code	Unit of Measure	Quantity	Est. cost	Est. Start Date	Est. Completion Date
1	NORTHSIDE ELEM SCHOOL	415 N Russell Ave, Geneseo	Exterior Doors - Remove and replace three sets of exterior door on Northside School. These doors are in poor condition, and we have trouble keeping them locked.	One set of doors on the east side of the building will be removed and replaced. This set has two doors in it. Another set on the west side of the building will be removed and replaced. There are two doors in this set. The final set is on the north side of the building. It has two doors in it.	D	WIND	Doors	6	\$33,600.00	06/01/2013	08/01/2013
2	GENESEO HIGH SCHOOL	700 N State St, Geneseo	Exterior Doors - Remove and replace three sets of exterior door on Geneseo High School. These doors are in poor condition, and we have trouble keeping them locked.	One set of doors on the east side of the building will be removed and replaced. This set has two doors in it. Another set on the east side of the building will be removed and replaced. There are four doors in this set. The final set is on the north side of the building. It has three doors in it.	D	WIND	Doors	9	\$43,200.00	06/01/2013	08/01/2013
			Exterior Doors - Remove and replace two sets of exterior	The main entry doors are in poor condition. This set has four doors							

3	SOUTHWEST ELEM SCHOOL	715 S Center St, Geneseo	door on Southwest Elementary School. These doors are in poor condition, and we have trouble keeping them locked.	in it. They are located on the east side of the building. The other set of doors is on the south side of the building. There are two doors in this set.	D	WIND	Doors	6	\$32,400.00	06/01/2013	08/01/2013
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Total Estimated Project Cost	\$109,200.00
Total Requested Grant Amount	\$50,000.00
Total Reserved Local Funds	\$59,200.00

**VENDOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER
 LEGAL STATUS DISCLOSURE CERTIFICATION AND CONTRACT ADDENDUM**

NAME (As shown on your income tax return) GENESECO CUSD 228	BUSINESS NAME (If different from your income tax form)
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Check appropriate box	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Governmental	<input type="checkbox"/> Estate or Trust	<input checked="" type="checkbox"/> Tax Exempt
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonresident Alien	<input type="checkbox"/> Other	
<input type="checkbox"/> Limited Liability (D=disregarded entity, C=corporation, P=partnership)				

ADDRESS (Number, Street, and Apt. or Suite Number) 209 S. COLLEGE AVE.,	CITY GENESECO	STATE IL	ZIP CODE 61254
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Part I – Taxpayer Identification Number (TIN). 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 your social security number (SSN).	Social Security Number/Employer ID No. 366004648
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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.

VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

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| <p>a) 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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>b) VENDOR, its employees and subcontractors will comply with applicable provisions of the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the American with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.</p> <p>c) VENDOR is not in default on an education loan (5 ILCS 385/3) or in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).</p> <p>d) VENDOR (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).</p> <p>e) VENDOR 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.</p> <p>f) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the VENDOR has made an admission of guilt of such conduct which is a matter of record.</p> <p>g) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony.</p> | <p>h) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted within 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 VENDOR is in violation of Subsection.</p> <p>i) The VENDOR certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.</p> <p>j) VENDOR certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).</p> <p>k) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, 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.</p> <p>l) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR 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).</p> <p>m) 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).</p> <p>n) VENDOR 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).</p> <p>o) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).</p> |
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- p) 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 U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- r) VENDOR 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).
- s) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and 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).
- t) VENDOR complied with the State Prohibition of Goods from Child Labor Act, and 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).
- u) In accordance with Information Technology Accessibility Act (30 ILCS 587), all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa.
- v) VENDOR certifies that it is not in violation of (30 ILCS 500/50-14.5) which states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- w) 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 (EO No.1 (2007)).
- x) 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).
- y) To the extent there was a incumbent VENDOR providing the services covered by this contract and the employees of that VENDOR that provide 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 performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
- z) Vendor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.
- aa) VENDOR has disclosed and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the contract. This includes, but is not limited to, conflicts of Article 50 of the Procurement Code (30 ILCS 500/50) or those which may conflict in any manner with the VENDOR'S obligation under this contract. VENDOR shall not employ any person with a conflict to perform under this contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the VENDOR or the contract, VENDOR certifies it has disclosed that information to the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.
- bb) AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65) VENDOR and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the VENDOR for a period of 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 3 years from the later of final payment under the term or during the 3 year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The VENDOR shall not impose a charge for audit or examination of the VENDOR'S books and records. If federal funds are used to pay contract costs, the VENDOR must retain its records for five years. VENDOR shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this Paragraph.
- cc) 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 (30 ILCS 500/20-160 and 50-37). VENDOR will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.
- 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.
- or
- VENDOR has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, VENDOR acknowledges a continuing duty to update the registration as required by the Act.

dd) AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, 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 or (2) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. VENDOR will be notified in writing of the failure of appropriation or of a reduction or decrease.

ee) VENDOR warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the VENDOR and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. VENDOR agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

VENDOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

VENDOR warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. VENDOR shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

ff) The VENDOR shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by VENDOR of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from VENDOR's negligent performance; or (c) any act, activity or omission of VENDOR or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).

ENTIRE CONTRACT: This Contract, with attachments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

TELEPHONE NUMBER (Include Area Code)	PRINT NAME (First, Middle, Last)	TITLE
309-945-0450	Jack B. Schlindwein	Director of Operations

_____ Date _____ Signature