

Appendix A

Project Application Forms

CAPITAL PROJECT APPLICATION FORM

(One Application Form per Project)

District/College and District # _____

Contact Person _____ Phone # _____

Project Title _____

Project Budget \$ _____ () check ☒ here if the proposed project is to be financed with a combination of local, state,

federal, foundation gifts, etc and disclose on funding attachment 2

Date _____

Application Type (check the appropriate application type and follow instructions):

- _____ Site acquisition-- see ICCB administrative rule 1501.604 d) or g) for additional material requirements and check here _____. (If this is a site acquisition and only land is being acquired ---no building--- then check here _____) --complete/submit Sections I and II with additional material requirements (if acquisition includes remodeling or new construction then you should also check the other appropriate application type and include description in the narrative portion of the application)
- _____ Locally Funded New Construction--complete/submit Sections I and II.
- _____ Locally Funded Remodeling--complete/submit Sections I and III.
- _____ Locally Funded New Construction and Remodeling--complete/submit Sections I, II, and III.
- _____ Protection, Health and Safety (PHS)--complete/submit Section I and Attachment PHS.
- _____ Capital Renewal Project--complete/submit Section I and the three forms in the Architect Forms section of this manual. (Note: two of these should be completed by the architect.)

Section I (submit for ALL project approval requests)

- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
- B. A detailed description of the project's programmatic justification (*complete the narration section and attach*)
- C. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1--top half of form for any project except PHS and bottom half of form for PHS projects only*)
- E. Funding source (*use the appropriate format on Attachment #2*)

- F. Locally funded project budget and certification form (Attachment #3) OR Attachment PHS.

Section II

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes _____ No _____

If no, please update your District's Site and Construction Master Plan and submit to the ICCB. Anticipated date of completion

- B. Submit the new square footage allocation (*use Square Footage Summary Attachment*) (*If land acquisition only then not necessary to complete this form*)

- C. Has the site been determined professionally to be suitable for construction purposes?
Yes _____ No _____

If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.)

Section III

- A. Submit the new square footage or the remodeled square footage allocation (*use Square Footage Summary Attachment*)

**Project Programmatic Justification
and Scope of Work**

**INSTRUCTIONS FOR COMPLETION OF THE
PROJECT PROGRAMMATIC JUSTIFICATION NARRATIVE**

These instructions are intended to provide the college with a baseline of the type of information to describe the programmatic benefits of the proposed project. For PHS projects, this section should primarily focus on and provide support for statutorily allowed expenditures for the protection, health and safety of faculty, students, staff, and visitors, fire protection/prevention systems, ADA accessibility, environmental protection, or a lawful order requiring the college to make improvements for the health and well being of faculty, students, staff and visitors. The length of the programmatic description should reflect the magnitude and complexity of the proposed project. Descriptions of work to be performed should be addressed in the Scope of Work section.

A narrative setting forth the specific purposes for which the project is requested must be presented. The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project. A PHS justification will focus on the allowable PHS activities/components and/or appropriate PHS authority. To assist in the development of a clear and concise programmatic justification, the following questions are presented for consideration. A programmatic justification does not necessarily lend itself to a question and answer format. The programmatic justification narrative should provide answers to the following questions for ICCB staff to better understand the project and consider it for approval.

1. What will the proposed project accomplish? PHS justification should include regulatory requirements (reference specific code requirements)
2. State how the project will meet the instructional objectives of the college.
3. How will the new or remodeled space better serve instructional/programmatic areas as compared to existing facilities?
4. What facilities are already available to meet the above-referenced objectives? (Should be reflected on the Square Footage Summary form if remodeling existing facilities.)
 - a. What is the current utilization rate of space designated for this instructional/programmatic area?
 - b. Why are existing facilities considered inadequate? Describe the condition of existing space designated for this instructional/programmatic area.
 - c. What factors are driving the need for new space? State the factors/conditions such as changes in enrollment patterns or enrollment mix, insufficient or inadequate types of space, an emerging local district issue/relationship/partnership, etc., which demonstrates programmatic need.
5. Is the project a part of the college master plan? (If not, explain why it is a priority and is the master plan being updated?)
6. Square footage discussed and explained in this section should also be reported on the Square Footage Summary form.

Programmatic Justification

Provide an explanation of the programmatic impact of the proposed project below.

**INSTRUCTIONS FOR COMPLETION OF THE
SCOPE OF WORK NARRATIVE**

These instructions are intended to provide the college with a baseline of the type of information to describe the construction/work elements of the project. The length of the scope of work description should reflect the magnitude and complexity of the proposed project. Descriptions of the programs residing in the effected space should be addressed in the Programmatic Justification Narrative section.

This narrative is a statement setting forth the proposed work and defining the design parameters. The scope of work narrative should explain the nature of the work to be performed, general building conditions, and a site analysis. To assist in the development of a clear and concise scope of work narrative, the following questions are presented for consideration. A scope of work narrative does not necessarily lend itself to a question and answer format. The scope of work narrative should provide answers to the following questions for ICCB staff to better understand the project and consider it for approval.

1. What does the project include? Clearly describe the site(s), building(s), room(s), structure(s), equipment, utilities, land, and site improvements (i.e. landscaping, parking lot areas/spaces) affected by this proposed project. Describe the project using the applicable budget categories listed in Attachment #1 Project Budget. Clearly identify the name and address of any structures included in the project.
2. How does the proposed project relate to other ongoing or proposed projects?
3. Are there any state or federal rules or regulations which may impact the project budget? (IEPA, Historic Preservation, etc.) If so, be sure that costs of compliance are included in the estimated project costs?

Scope of Work

Provide an explanation of the specific work to be performed as part of this project.

Attachment #1 Project Budget

Check One: (LOCALLY FUNDED -other than Protection, Health, and Safety- see below)

- ☐ **New Construction**
☐ **Remodeling**

Project Name _____	Budget Amounts	
	New Construction	Remodeling
Land	_____	N/A
Site Development	_____	N/A
Construction (including Fixed Equipment)	_____	_____
Mechanical	_____	_____
Electrical	_____	_____
General Conditions	_____	_____
Contingency (10%)	_____	_____
A/E Professional Fees	_____	_____
Total	_____	_____

Approved by the _____ Board of Trustees

Date _____

Signed _____, Chairperson

_____, Secretary

Protection, Health, and Safety Project Name _____

	Budget Amounts
Project Costs	_____
Contingency	_____
A/E Professional Fees	_____
Total	_____

Attachment #2 Funding Source

District/College Name _____

Project Name _____

Check the source(s) of funds:

Available fund balance _____ Fund name(s): _____
(Including excess funds from
previously approved protection,
health, and safety projects)

Bond Proceeds _____ Type of bond issuance(s): _____
(including protection, health,
and safety bonds)

Protection, Health, and _____ Tax rate/fiscal year: _____
Safety Tax Levy
(ILCS 805/3-20.3.01)

Contract for Deed _____ Term of Contract for Deed in months: _____
(ILCS 805/3-36)

Lending Arrangement with a _____ Term of Lending Arrangements in months: _____
Financial Institution
(ILCS 805/3-37)

Lease Agreement _____ Term of Lease in months: _____
(ILCS 805/3-38)

Capital Renewal Funding _____ Proposed Fiscal Year Source(s): _____

Attachment #3
Locally Funded Project
(other than a Protection, Health, and Safety Project—see separate form)

Budget and Certification

Name and address of architect/engineer providing the estimate:

I certify that the recommended construction project description and cost figures referred to herein were prepared by me or under my supervision, and to the best of my knowledge the description of the existing conditions and cost funds become available. I further certify that the project has been designed to meet the codes and standards required in Illinois Community College Board Rule 1501.604.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Proposed budget: Use Attachment #1 and provide additional budget information on a separate sheet of paper, if necessary, to further explain the project budget.

Attachment PHS

The following four pages should be submitted only with PHS applications, when applicable. Generally, the signature and certification page are submitted with every PHS Project Application. It is not necessary to submit with a project financed with other local tax dollars or other sources of funding even though the project may have structural integrity or energy conservation implications.

Protection, Health, and Safety Signature/Certification Page

Check if Applicable

Budget Certification (see attachment, always required)

Structural Integrity Certification (see attachment, if applicable)

Energy Conservation Certification (see attachment, if applicable)

Feasibility Study Identifying Need of the Project
(district generated document)

Other District Documentation to Support the Justification
of this Project

We certify we have examined this application for the approval of a protection, health, and safety project, as defined in the project narration (programmatic and scope), the certifications listed above and any other documentation which may support this project as being eligible to be funded through a protection, health, and safety tax levy or from the proceeds of a protection, health, and safety bond issuance, as referenced in Attachment #2 (Funding Source).

Further, we certify the Board has approved the architect's recommended budget, as referenced in Attachment #1 (Project Budget) and this project(s) meets the requirements of 110 ILCS 805/3-20.3.01 of the Act for proposed project(s) to make repairs or alterations which provide for the protection, health, and safety of students, faculty, and visitors.

Approved by the _____ Board of Trustees

Date _____

Signed _____, Chairperson

_____, Secretary

PROTECTION, HEALTH, AND SAFETY PROJECT

Budget and Certification

Name and address of architect/engineer providing the estimate:

I certify that the recommended construction project description and cost figures referred to herein were prepared by me or under my supervision, and to the best of my knowledge the description of the existing conditions and cost funds are true and accurate. I further certify that the project has been designed to meet the codes and standards required in Illinois Community College Board Rule 1501.608 and meets the qualifications for an eligible protection, health, and safety project as defined in Section 3-20.3.01 of the Public Community College Act.

Architect/Engineer's Signature

Date _____

Illinois Registration or License Number

Seal

Proposed budget: Use Attachment #1 and provide additional budget information on a separate sheet of paper, if necessary, to further explain the project budget.

PROTECTION, HEALTH, AND SAFETY PROJECT

Structural Integrity

Name and address of architect/engineer providing the estimate:

I certify that the proposed project is necessary because the current condition of the facility poses a threat to the structural integrity of the facility.

Architect/Engineer's Signature

Date _____

Illinois Registration or License Number

Seal

PROTECTION, HEALTH, AND SAFETY PROJECT

Certification for Energy Conservation

Name and address of architect/engineer providing the estimate:

I certify that the methods and calculations used to determine the estimated energy usage, cost savings, and payback period, as submitted in the attached, meet or exceed those prescribed by industry standards. I further certify that the historic energy costs used in these calculations reflect accurately those of the college.

Architect/Engineer's Signature

Date _____

Illinois Registration or License Number

Seal

Square Footage Summary Attachment

Square Footage Summary Attachment

District/College Name _____

Project Name _____

Identify the increased square footage associated with a new construction project or provide a detailed summary of the space affected by this project. If additional explanation is necessary, please include in the scope of work narrative.

	<u>Net Assignable Square Feet</u>		
	(Use this <u>column</u> for <u>new construction only</u>)	(Use these columns for remodeling projects only)	
	New Square Footage	Existing Square Footage	Remodeled Square Footage
Classrooms	_____	_____	_____
Laboratories	_____	_____	_____
Offices	_____	_____	_____
Study	_____	_____	_____
Special Use	_____	_____	_____
Support	_____	_____	_____
Other	_____	_____	_____
Total NASF	_____	_____	_____
Total Gross Square Feet (GSF)	_____	_____	_____
Efficiency (NASF / GSF)*	_____ %	_____ %	_____ %

*Minimum acceptable efficiency is 70 percent.

Architect Forms

(Capital Development Board Forms that need to be completed for state funded projects managed by the CDB such as Capital Renewal Projects)

- 1) Higher Education A/E Recommendation Form - - to be completed by the college
 - a. If you have not conducted a QBS process specifically to choose an architect for this project, then in addition to the Higher Education A/E Recommendation Form the CDB requires, you will need to provide the following:
 - A letter listing projects completed by the architect, whom you are recommending, that have a satisfactory working relationship (see sample letter included)
 - The letter should be addressed to the Illinois Capital Development Board and included with your application to the ICCB
 - The letter should list projects completed by the architect within the last five years, the projects' costs and completion dates
 - The letter should expressly state that the college district does have a satisfactory working relationship with the architect in accordance with exceptions granted by 50 ILCS 510
- 2) State of Illinois Financial Disclosures and Conflicts of Interest - - to be completed by the architect
- 3) Standard Business Terms and Conditions /Certifications - - to be completed by the architect

Capital Projects Application Section from the February 2013 CPM

Date Sent to CDB:	For CDB Board Meeting Date:	Date Received by CDB:	
CONTACT PERSON:	PHONE NO:	FAX NO.	
HIGHER EDUCATION A/E RECOMMENDATION FORM			
CDB Project No.:	Appropriation Amount:	Estimated Total Project Cost:	
Project Title and Location:			
Project Scope of Work:			
This Firm is Recommended Because:			
Total number of “Staff” Team assigned to this Project:			
Total number of “Licensed” Team assigned to this Project:			
Percent of Work to be completed by: Prime % Consultants %			
Is the Prime firm or any of its consultants a certified M/FBE: Yes <input type="checkbox"/> No			
Consultants Anticipated for this Firm:			
Name/Address	Type of Work	% of Work	M/FBE

Capital Projects Application Section from the February 2013 CPM

Total number of “Staff” Team assigned to this Project			
Total number of “Licensed” Team assigned to this Project:			
Percent of Work to be completed by: % Prime % Consultants			
Is the Prime firm or any of its consultants a certified M/FBE: Yes No Consultant is MBE			
Consultants Anticipated for this Firm:			
Name/Address	Type of Work	% of Work	M/FBE
Total number of “Staff” Team assigned to this Project:			
Total number of “Licensed” Team assigned to this Project			
Percent of Work to be completed by: % Prime % Consultants			
Is the Prime firm or any of its consultants a certified M/FBE: Yes No Consultant is FBE			
Consultants Anticipated for this Firm:			
Name/Address	Type of Work	% of Work	M/FBE

SUMMARY OF A/E SELECTION PROCESS	
DATE OF ADVERTISMENT:	
NUMBER OF SUBMITTALS:	
NUMBER OF MINORITY OWNED FIRMS: (MUST BE CERTIFIED WITH CMS OR IDOT)	
NUMBER OF FEMALE OWNED FIRMS:	
DATE OF INTERVIEWS:	
NUMBER OF INTERVIEWS:	
APPROVED AT BOARD OF TRUSTEES MEETING DATE:	

Sample Satisfactory Working Relationship Letter

(To be submitted with your ICCB Capital Renewal Funded Project Application. While this is only a sample letter, your letter should minimally contain the illustrated key information.)

Date

**Illinois Capital Development Board
William G. Stratton Building
401 S. Spring Street, 3rd Floor
Springfield, Illinois 62706**

CDB Staff:

The Board of Trustees of _____ Community College recommends the firm of Architect 1 Architects of _____, Illinois to be the architect for the _____ project. The college district has had a satisfactory working relationship with this architectural firm.

Architect 1 Architects is recommended based on the following:

- Previous work at the college
- Previous work for Illinois Community Colleges includes: 123 College, 456 Community College, 789 College, etc.
- CDB prequalified
- Familiarity with the college's campus and facilities

As support for our decision to not proceed with a new QBS process at this time, a listing of projects successfully completed by the architect over a number of years follows.

<u>Project Name</u>	<u>Architect Used</u>	<u>Date Completed</u>	<u>Completed Project Costs</u>
ABC	Arch 1	12/31/12	\$4,467,910
DEF	Arch 1	8/30/11	\$8,765,431
GHI	Arch 1	7/15/10	\$3,456,789
JKL	Arch 1	4/15/08	\$678,901

Please contact me if you have any questions or I can provide any clarifications.

Sincerely,

John or Jane Doe
ABC Community College District
123 Anywhere Street
Anywhere, IL 62XXX
Office Phone: 999-999-9999

STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form may be considered not responsive. The State/Public University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract within 20 days after execution of the State/Public University contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$25,000.

This disclosure is submitted for:

Vendor Vendor’s Parent (100% ownership) Subcontractor >\$25,000

Subcontractor’s Parent Entity >\$25,000

Project Name and IPB Number	Click here to enter text.
Vendor Name	Click here to enter text.
DBA	Click here to enter text.
Parent (100% ownership)	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual contract value)
(Subcontractors with subcontract annual value of more than \$25,000 must complete)

You must select one of the five options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 - Publicly Traded Entities

- 1.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ I have attached a copy of the Federal 10-K.

☐ Option 2 - Privately Held U.S. Entities with more than 200 Shareholders

- 2.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ I will list in Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and have attached information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 - Privately Held U.S. Entities with 200 or fewer Shareholders, Members, or Owners, and Not Including Sole Proprietorships

- 3.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Not-for-Profit Entities

- ☐ I will complete Step 2, Option B.

☐ Option 5 - Sole Proprietorships

- ☐ I will skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual contract value)
(Subcontractors with subcontract annual value of more than \$25,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits).

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., or 3.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., or 3.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Capital Projects Application Section from the February 2013 CPM

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributable income in an amount greater than \$106,447.20 or greater than 5% of the total distributable income of the disclosing entity.

☐ Yes ☐ No**OPTION B – Disclosure of Board of Directors (Not-for Profits)**

List members of your board of directors. Please include an attachment if necessary.

[illegible]

STEP 3

LOBBYIST OR AGENT

(Complete only if contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$25,000 must complete)

☐ Yes ☐ No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State/Public University contract:

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual contract value)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

Step 4 must be completed for each individual or entity disclosed in Step 2, Option A above. Please provide the name of the individual or entity for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 5

CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

Step 5 must be completed for each individual or entity disclosed in Step 2, Option A above.

Please provide the name of the individual or entity for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual contract value)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$25,000 must complete)

This step must be completed for each individual or entity disclosed through Step 2 and Step 3.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☐ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☐ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☐ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☐ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$25,000 must complete)

If you selected Option 1, 2, 3, or 5 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? ☐ Yes ☐ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: Click here to enter text.

This disclosure is signed and made under penalty of perjury for all for-profit entities by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Click here to enter text.

Signature: _____

Date: Click here to enter text.

Printed Name: Click here to enter text.

Title: Click here to enter text.

Phone Number: Click here to enter text.

Email Address: Click here to enter text.

1 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, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

2 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 three 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 years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or 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 or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

7 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

8 INDEMNIFICATION AND LIABILITY: 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.

9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

Capital Projects Application Section from the February 2013 CPM

13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

14 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). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18 MODIFICATIONS AND SURVIVAL: Amendments, 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 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. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this 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 State.

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 State by the date specified by the State 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:
 - 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.

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 U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

Capital Projects Application Section from the February 2013 CPM

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. 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).
5. 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.
6. 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.
7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. 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).
9. 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 and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. 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).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. 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) and acknowledges that failure to comply can result in the contract being declared void.
13. 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).
14. Vendor certifies it 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).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. 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).
17. 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).
18. In accordance with the Steel Products Procurement Act, 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 agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

Capital Projects Application Section from the February 2013 CPM

b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

20. 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 U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

21. 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).

22. Vendor certifies it 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).

23. 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).

24. Vendor certifies it 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).

25. Vendor 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 or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that 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 until the violation is mitigated".

27. 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.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will 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)

29. 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.

VENDOR (show Company name and DBA)

Signature _____

Printed Name _____

Title _____ Date _____

Address _____
