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Date: July 6, 2012
Contract No: 1-JLD8H
Associate: Dustin Jones
E-Mail:
djones@keplerspeakers.com

AGREEMENT

This Agreement, made and entered into this date, by and between Keppler Associates, Inc. ("Associates") and The Board of Trustees of Illinois State University ("Sponsor").

SPEAKER: Van Jones
DATE OF EVENT: Friday, January 18, 2013
TITLE OR TOPIC: "Rebuild the Dream"
EVENT LOCATION: Bone Student Center
Normal, IL 61761

EVENT SCHEDULE:
4:00 PM - Master Class with Students (To Be Determined) / Media Briefing
5:15 PM - VIP Reception
6:00 PM - MLK Commemoration Dinner with Keynote Presentation
9:00 PM - Event Ends

For and in consideration of **US \$22,000.00 plus on-site hotel room and local ground transportation** to be paid by Sponsor. Keppler Associates, Inc. hereby agrees on behalf of Speaker to provide the services of Speaker for the Sponsor at the above-specified time and place.

Sponsor agrees to return this Agreement on or before **Friday, July 20, 2012**. The full balance of **\$22,000.00** is to be received by this office on or before **Tuesday, January 22, 2013**. Any amount not paid by the above mentioned dates will accrue a finance charge in accordance with the State of Illinois Prompt Payment Act.

The terms of this Agreement are fully set forth above, and in the "Speaker's Hospitality Requirements," "Speaker's Technical Requirements," (or applicable rider) and "Additional Conditions of this Agreement" below. No additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, etc. shall be planned by the Sponsor nor expected of the Speaker, unless expressly contained as a part of the terms of this Agreement. The honorarium above is understood to be for the lecture program only; any other activities are to be treated independently unless contained in the Agreement.

ADDITIONAL CONDITIONS OF THIS AGREEMENT

- 1) The Sponsor agrees to furnish a suitable place for the lecture or performance, properly lighted, heated and/or cooled, with an adequate public address system. The Sponsor further agrees to pay any and all state and local taxes and fees, to obtain all necessary licenses and insurance, and to provide local transportation for the Speaker and/or his/her party. No lecture or performance is to be broadcast, recorded, video taped or otherwise reproduced without the express written consent of Associates or Speaker. Sponsor agrees that the Speaker is Associates' principal, and that Associates shall not be responsible in any way for the Speaker's acts, omissions, statements, or any commitment made by the Speaker.
- 2) This Agreement is binding on both parties and cannot be cancelled except as hereinafter provided. Associates and Sponsor mutually agree that either party may cancel this Agreement and that all parties shall be released from any and all liability or damages hereunder if Associates, the Speaker or the Sponsor is unable to fulfill the terms of this Agreement due to an act of God, illness or physical disability of the Speaker, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation, or any other cause beyond the control of the parties. If, for any reason, the Speaker is delayed or cannot appear, Associates will use its best efforts to notify the Sponsor, to arrange a mutually agreeable change of date and/or a substitute speaker of the Sponsor's choosing, or, if necessary and desired by the Sponsor, Associates will agree to the cancellation of this Agreement. Sponsor and Associates further agree that, should the Speaker be unable to appear as scheduled due to illness, unforeseen emergency, or overriding professional commitments, Associates will have no liability for expenses or losses incurred by the Sponsor, and that Associates will refund any deposits it has received from the Sponsor. In the event that the Speaker is

unavoidably delayed, but arrives and presents his/her program in full as directed by the Sponsor, the engagement will be considered to have been completed as agreed, and all fees, honoraria, and other charges shall be due in full unless otherwise agreed to, in writing, by Associates or the Speaker.

3) Except for cancellation for reasons outlined in the preceding paragraph, it is agreed that any deposit paid is nonrefundable in the event of cancellation by the Sponsor. If any unauthorized cancellation by the Sponsor is made more than 90 days prior to the date of the program, Sponsor shall be responsible for one half of the consideration to be paid by the Sponsor hereunder, with the amount of any deposit to be credited against such amount. If any cancellation by Sponsor is made less than 90 days prior to the date of the program, Sponsor shall be responsible for the entire consideration to be paid by the Sponsor hereunder, with the amount of any deposit to be credited against such amount. Sponsor agrees that the foregoing represents a fair and equitable measurement of the damages for which Sponsor shall be responsible.

4) Please do not publicize this program until you have received your copy of this Agreement. Please sign and return all copies for countersignature by the date specified along with any required deposit. An executed Agreement will be mailed to you promptly. Associates reserves the right to declare this Agreement null and void if the required deposit is not received as provided.

5) Please be sure all information is accurate before signing and returning to us. No alterations or additions to this Agreement may be made without our written approval.

6) This agreement shall be governed in accordance with the laws of the State of Illinois.

The representative of the Sponsor, in signing this Agreement, warrants that (s)he signs as the duly authorized representative of the Sponsor. Associates agree to complete Exhibit A, and to abide by all certifications contained therein.

SPONSOR: The Board of Trustees of Illinois State University **PHONE:** (309) 438-5727
CONTACT: Mr. Jay Groves **FAX:**
ADDRESS: Office of the President, Campus Box 1000, Normal, IL 3250-1000 **E-MAIL:** jrgrove@ilstu.edu

SIGNATURE: _____ **SIGNATURE:** _____
TITLE: Assistant to the President **TITLE:** _____
FOR: The Board of Trustees of Illinois State University **FOR:** Keppler Associates, Inc.
DATE: _____ **DATE:** _____

Contract No: 1-JLD8H

Exhibit A

Legal Status Form - The following certification must be completed, signed and returned. Your company cannot be awarded a contract without this certification.

This contract is subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract. In the event of termination for lack of appropriation, payment will be made for services performed up to the effective date of termination.

Contractor/vendor certifies it is not a State of Illinois employee, nor is any State of Illinois employee entitled to more than seven & one half percent (7½%), or together with a spouse or minor child more than fifteen percent (15%), of the total distributable income of seller. (30 ILCS 500/50-13)

Contractor/vendor certifies that same has not committed bribery or attempted bribery of an officer or employee of the State of Illinois. (30 ILCS 500/50-5). Contractor/vendor certifies that same has not been barred from conducting business with the State of Illinois or any State agency as a result of being convicted of a felony. (30 ILCS 500/50-10).

Contractor/vendor certifies that neither their business nor any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. Every bid submitted to and contract executed by the State shall contain a certification by the bidder or contractor that the contractor is not barred from being awarded a contract under this Section and that the contractor acknowledges that the contracting State agency shall declare the contract void if the certification completed pursuant to this subsection is false. If a business is not a natural person, the prohibition applies only if:

1. The business itself is convicted of a felony.
2. The business is ordered to pay punitive damages based on the conduct of any officer, director, partner, or other managerial agent who has been convicted of a felony. (30 ILCS 500/50-10.5)

Contractor/vendor certifies per 770ILCS 5/33E-11 that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating). Contractor/vendor certifies that same is not in default for a period of six (6) months or more in the amount of \$600 or more on the repayment of any educational loan guaranteed by the State Scholarship Commission under the Higher Education Student Assistance Law, or any educational loan made by any institution of higher education made under the Illinois Independent Higher Education Loan Authority Act, or any other loan from public funds made for the purpose of financing an individual's attendance at an institution of higher education. (5 ILCS 385/3).

Contractor/vendor certifies that same is not barred from being awarded a contract pursuant to 30 ILCS 500/50-11, which prohibits a person from submitting a bid or entering into a contract with a State agency if he/she or any affiliate knows or should have known that he/she or any affiliate is delinquent in the payment of any debt to the State, as determined by the Debt Collection Board, unless they have entered into a deferred payment plan. Further, contractor/vendor acknowledges that the contracting State agency may declare any contract void if contractor/vendor becomes delinquent in the payment of any debt as set forth in 30 ILCS 500/50-11 during the term of this contract.

Contractor/vendor certifies that same has not been found in willful or knowing violation of the Environmental Protection Act. Unless otherwise provided, no person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act shall do business with the State of Illinois or any State agency from the date of the order containing the finding of violation until 5 years after that date, unless the person or business can show that no person involved in the violation continues to have any involvement with the business. A person or business otherwise barred from doing business with the State of Illinois or any State agency may be allowed to do business with the State of Illinois or any State agency if it is shown that there is no practicable alternative to the State to contracting with that person or business. (30 ILCS 500/50-12)

Contractor/vendor certifies that if same pursuant to P.A. 94-879 is the owner of residential rental property in Illinois that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.

Contractor/vendor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1, et. seq.) and is in compliance with the act on the effective date of this contract. The Act requires, in part, that contractors/vendors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that contractors/vendors not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Contractor/vendor certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with the University a written program that meets or exceeds the requirements of the Act for the prevention of substance abuse among its employees. The requirements of this certification and disclosure are a material part of this Agreement and the contractor shall require this certification provision to be included in all subcontracts.

Contractor/vendor shall comply with the requirements of 30 ILCS 500/20-65, which includes the requirement to maintain books and records relating to the performance of this contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract, for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of three (3) years from the later of the date of final payment under the subcontract or completion of the subcontract.

Contractor/vendor certifies that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 USCA App. §2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

Contractor/vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-102 et seq.), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal employment opportunity clause of the Illinois Human Rights Act is incorporated herein (775 ILCS 5/2-105). Contractor/vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR 60-1, et seq.). Contractor/vendor agrees to incorporate this clause into all subcontracts under this contract.

Contractor/vendor certifies in accordance with the State of Illinois State Prohibition of Goods from Forced Labor Act (30ILCS 583/) that no foreign-made equipment, materials, or supplies furnished to the State may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal action.

Contractor/vendor certifies in accordance with the State of Illinois Prohibition of Goods from Child Labor Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

Contractor/vendor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/) that each contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works made by a public agency shall contain a provision that steel products used or supplied in the performance of that contract or any subcontract shall be manufactured or produced in the United States.

Contractor/vendor certifies in accordance with the State of Illinois Public Works Preference Act (30 ILCS 560/) and Employment of Illinois Workers on Public Works Act (30ILCS 570/) that every person who is charged with the duty of constructing of building any public works project or improvement for the State of Illinois shall employ only Illinois laborers, unless such are not available, or are incapable of performing the particular type of work involved.

Contractor/vendor certifies in accordance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/) that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work for the benefit of the State.

Contractor/vendor certifies that they, and all relevant subcontractors and affiliates, are in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/), if applicable. Also, for printing services, if order is \$2,000 or more, employees who are to produce the printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the work is to be performed (30ILCS 500/25-60). Unless otherwise indicated, printing must be produced using soybean oil-based ink (50 ILCS 520/10).

Contractor/vendor certifies as provided in Section 25-80 of the Illinois Procurement Code, in order to be considered "responsible" under the Code any successor company to the winning bidder or offeror on a service contract (except for heating and air conditioning, plumbing, or electrical services) must certify to the University that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract. This provision does not apply to contracts for professional (i.e., consulting, etc.) and/or artistic services.

Contractor/vendor certifies that they are in compliance with the requirement of 30 ILCS 500/30-22, which states: Construction contracts; responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:

1. The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
2. The bidder must comply with all applicable provisions of the Prevailing Wage Act.
3. The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order NO. 11375.
4. The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
5. The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
6. The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt of use of federal funds in support of such a project.

As required by Illinois Public Act 095-0307, 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 posted at <http://www.dhs.state.il.us/itaa>.

State Board of Elections Registration (P.A. 95-971). By acceptance of this award, the contractor certifies that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it has submitted a copy of the Certificate of Registration to the Chief Procurement Officer for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c) it acknowledges a continuing duty to update the registration. Any contracts entered into with contractor by the University are voidable under the Procurement Code if contractor fails to comply with the requirements of Section 20-160.

If this contract is federally funded, the vendor certifies that:

Debarment and suspension (E.O.s 12549 and 12689): Vendor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): (pertains to construction or repair contracts over \$2,000) The vendor and its subcontractors certifies that it complies with the Copeland Anti-Kickback Act which provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): (pertains to construction contracts over \$2000 and mechanics and laborers contracts over \$2500) Vendor certifies that it complies with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act. Section 102 requires contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous.

Rights To Inventions Made Under a Contract or Agreement: (pertains to contracts for performance of experimental, developmental, or research work) Any resulting contract or agreement for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: (pertains to contracts over \$100,000) Vendor certifies that it and its subcontractor(s) comply with all applicable standards, orders or regulations issued pursuant to this Clean Air Act and this Federal Water Pollution Control Act.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): (pertains to contracts over \$100,000.) Vendor and its subcontractors certify that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The contractor and its subcontractor(s) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Further, contractor/vendor acknowledges that this contract may be declared void if any of the aforementioned certifications are false.