

AGREEMENT FOR PROFESSIONAL SERVICES

The Board of Trustees of Illinois State University, hereinafter referred to as the "University", and Drinker Biddle & Reath LLP hereinafter referred to as the "Contractor", hereby enter into the following Agreement.

The Contractor is a firm of lawyers duly licensed to practice law in the State of Illinois.

The Contractor agrees to furnish legal services related to the University's Central Illinois Regional Broadband Network (CIRBN) grant project, related thereto for the Board of Trustees and Illinois State University, as requested by the Board or by the President of Illinois State University, and as the Board or President may direct from time to time pursuant to the following terms and provisions:

- (1) Duly authorized services shall be performed at the direction of the President or his respective designees.
- (2) The Services will be performed as required between July 1, 2013 and June 30, 2014.
- (3) Invoices for services rendered shall be submitted monthly to the University. Invoices shall be submitted to the University as a privileged attorney-client or attorney work product communication and it shall specify the subject matter, service, total hours worked and the dates upon which such services were performed. Expenses advanced, if any, shall be itemized.
- (4) If the University is of the opinion that the services of the Contractor are either not satisfactory or no longer required, the University, or the Contractor, may terminate this Agreement.
- (5) The University agrees, as consideration herein, that the Contractor shall be paid in accordance with Exhibit A attached hereto and made a part hereof, plus actual expenses of the Contractor for travel and incidental expenses necessarily incurred in the performance of professional services, not to exceed a total of \$19,999. All such expenses shall be reimbursed at rates and for the purposes applicable to employees of Illinois State University and provided in the regulations of the Board. Copying expenses, telephone expenses, consulting counsel costs, expert witness fees, deposition costs and similar expenses attributable to services hereunder not described in the regulations of the Board shall be reimbursed to the Contractor.
- (6) Contractor agrees to provide secretarial work as required, at its expense.
- (7) The services provided for herein shall be performed by the above named. No person or subcontractor other than above named shall be engaged upon such services, unless a written statement is provided to the contrary and a list, with names, addresses, and the anticipated amount of money subcontractor will receive is attached to the agreement. This provision shall not apply to secretarial and clerical services needed by the above named to assist in the performance of this agreement. Above named shall not hire University employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except upon the written approval of the University.
- (8) 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.
- (9) Contractor agrees to complete Exhibit B attached hereto and abide by all certifications contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of July 1, 2013.

Accepted and approved by the Board of Trustees of Illinois State University

By:

Judy L Johnson
Signature

Judy L Johnson
Director of Purchases

Accepted and approved by the Contractor
Drinker Biddle & Reath LLP

By:

[Signature]
Signature

Approved:

OK per Teri Hammer
Lisa M. Huson email 8/15/13
General Counsel

EXHIBIT A

Pricing

DRINKERBIDDLE

Bill Rates per hour:

Partners	\$520	to \$650
Associates	\$300	to \$400
Paralegals	\$100	to \$270

Exhibit B

ILLINOIS STATE UNIVERSITY CERTIFICATIONS

THIS TRANSACTION IS SUBJECT TO the Illinois Procurement Code (30 Illinois Compiled Statutes 500) and the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education (44 Illinois Administrative Code 4).

NONAPPROPRIATION: This Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the Contract.

AUDITS: As required by 30 ILCS 500/20-65, Vendor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.

EQUAL EMPLOYMENT OPPORTUNITY: The Vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), 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 opportunity clause of Section 2-105 of the Illinois Human Rights Act is incorporated herein. The 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 C.F.R. Chapter 60). The Vendor agrees to incorporate this clause into all subcontracts under this Contract.

IF THIS CONTRACT IS FOR THE PROVISION OF INFORMATION TECHNOLOGY, Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/itaa (30 ILCS 587).

CERTIFICATIONS:

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall recertify compliance with State of Illinois Procurement Code by July 1 of each year that this contract remains in effect. By acceptance of this Contract, the Vendor makes the following certifications and acknowledges that this Contract may be declared void if any certification is false:

1. Criminal Convictions. Vendor has not been barred from contracting as a result of conviction of any of the following crimes:
 - bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state;
 - bribery or attempted bribery of an officer or employee of the State of Illinois or any other state (30 ILCS 500/50-5(a));
 - felony committed by any officer, director, partner or other managerial agent of Vendor under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 where conviction occurred within 5 years of date of Contract (30 ILCS 500/50-10.5); or
 - any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
2. Vendor Procurement Assistance. 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 500/50-10.5(e)).
3. Inducement to Refrain from Bidding. 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).
4. Reporting of Anti-Competitive Practice. 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.)
5. Employment of Current or Former State Officers or Employees. Vendor certifies it has not employed or is not negotiating possible future employment with any person in a continual contractual relationship with any of the

- offices or agencies of State government who participated in contract negotiations on behalf of that office or agency. (30 ILCS 500/50-15.) Vendor is not in violation of the "Revolving Door" prohibitions of the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).
6. Membership in Discriminatory Clubs. 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).
 7. Educational Loan Default; Debt Delinquency.
 - If the Vendor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3).
 - Neither Vendor nor any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board (30 ILCS 500/50-11).
 8. Certain Service Contracts (does NOT apply to contracts for professional or artistic services).
 - To the extent there was an incumbent vendor providing the services covered by this Contract and the employees of that vendor are covered by a collective bargaining agreement, Vendor (i) 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, and (ii) 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 certification does not apply to heating and air-conditioning, plumbing, and electrical service contracts.
 - If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Vendor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
 9. Printing Services.
 - If this Contract includes printing services in any amount, Vendor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
 - Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).
 10. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by:
 - forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10); or
 - the labor of any child under the age of 12 (30 ILCS 584/10).
 11. International Boycott (applies to contracts which exceed \$10,000). Neither Vendor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
 12. Disclosure of Business with Iran. If this Contract is above the small purchase limit, Vendor certifies it has disclosed whether or not it has business operations with Iran in compliance with Section 50-36 of the Illinois Procurement Code. (30 ILCS 500/50-36).
 13. Steel Products. If steel products are to be used or supplied for the "construction, reconstruction, alteration, repair, improvement or maintenance" of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).
 14. Lead Poisoning Prevention Act (410 ILCS 45). If Vendor is the owner of residential buildings in Illinois, Vendor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).

15. Collection of Illinois Use Tax. Neither Vendor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
16. EPA Violation. Vendor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
17. Drug Free Workplace (applies to contracts which exceed \$5,000). If Vendor employs 25 or more employees, Vendor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Vendor is an individual, Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
18. State Board of Elections Registration and Political Contribution Prohibition. 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. Vendor either (1) is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160). For registration requirements, consult the Board of Elections website at: <https://berep.elections.il.gov/help/helpFAQ.aspx>.
19. Legal Entity Authorized to Do Business in Illinois (does not apply to Vendors who are sole proprietors). Vendor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
20. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. Vendor certifies it is in compliance with Section 50-13 of the Procurement Code which sets forth certain conflicts of interest which prevent a vendor from having, acquiring or having any direct pecuniary interests in state contracts. (30 ILCS 500/50-13.) Vendor certifies it is in compliance with Section 50-35 of the Procurement Code which provides for disclosure of financial interests and potential conflicts of interest. Vendor further certifies it understands it has a continuing obligation to supplement the disclosure required by this Section during the term of the contract. (30 ILCS 500/50-35).
21. Taxpayer ID. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Vendor to the University in University's vendor registration process is true and correct.
22. Subcontractors. Vendor has notified the University if the services of any subcontractors will be used under this Contract (30 ILCS 500/20-120).
23. Use of Lobbyists. Vendor has not retained a lobbyist to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. If Vendor has retained a lobbyist, Vendor has not and will not cause the University to pay for any of the lobbyist's costs, fees, compensation, reimbursement, or other remuneration (30 ILCS 500/50-38).
24. Medicare/Medicaid and Other Federal Debarments. Neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <http://epls.arnet.gov> and

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

25. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.

FEDERAL FUNDING AND ARRA CERTIFICATIONS AND ASSURANCES

F1. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):

As required by OMB, Vendor or Sub-recipient makes the following certifications, as applicable:

- (a) Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described herein.
- (b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work described in the Statement of Work within the applicable time frame.
- (e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
 - i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
 - v. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 et seq., which relate to nondiscrimination on the basis of drug abuse;
 - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 et seq., which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., which relates to nondiscrimination in the sale, rental, or financing of housing;
 - ix. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 et seq.
- (f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii. Notification of violating facilities pursuant to Executive Order 11738;
 - iii. Protection of wetlands pursuant to Executive Order 11990;
 - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
 - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
 - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;

- ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.
- (g) Will comply with all other federal statutes applicable to the ARRA-funded project, including but not limited to:
- i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - v. Executive Order 11593, which relates to identification and protection of historic properties;
 - vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

F2. Subcontracts:

To the extent Vendor is required by federal law, any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

F3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

F4. Disadvantaged Business Enterprise (DBE) Assurance:

Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

F5. Drug Free Workplace:

Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended.

F6. Procurement Compliance Certification:

Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations.

Vendor further certifies that when required by federal law it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

F7. Standard Assurance:

Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project to the extent that the federal modifications require application to the existing contracts.

F8. Federal Debarment/Suspension:

Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

F9. Eligibility for Employment in the United States:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

F10. Exhibits and Amendments:

Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

The requirements listed in this section may apply to the federally funded project. The Vendor or Sub-recipient agrees to include the applicable requirements in each contract with the State as required by the State and in each subcontract as required by federal law when such contracts and subcontracts are financed entirely or in part with federal assistance.

ARRA CERTIFICATIONS

Procurements under this contract might be made with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. As such, to the extent procurements are being made with ARRA funds, and so long as the State of Illinois has advised Supplier that ARRA funds will be used on a project under the applicable contract, in addition to any other applicable federal laws, this contract is subject to all applicable requirements of ARRA, including but not limited to the following requirements and any additional requirements set out by the federal government, including any applicable funding agency guidance.

(a) REVISIONS TO REQUIREMENTS

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Vendor will be provided these details as they become available. Vendor acknowledges that this attachment may be revised pursuant to ongoing guidance from the relevant federal or State agency regarding requirements for ARRA funds to the extent new requirements apply to already existing contracts. Vendor agrees to abide by any such revisions upon receipt of written notification from the State of the revisions, which will automatically become a material part of this attachment, without the necessity of either party executing any further instrument so long as such revisions are required by federal law to apply to the already existing contract.

(b) CONFLICTING REQUIREMENTS

Vendor agrees that to the extent ARRA requirements conflict with State of Illinois requirements, the ARRA requirements shall control.

(c) FALSE CLAIMS ACT

Vendor agrees that it shall promptly refer to an appropriate federal Inspector General any credible evidence that a principal, employee, agent, subgrantee, subcontractor, or other person associated with the applicable contract has committed a false claim under the False Claims Act or any other offense covered by the mandatory disclosure rule.

(d) ENFORCEABILITY

Vendor agrees that if Vendor or one of its subcontractors fails to materially comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit, to the extent that federal law requires the withholding, suspension or recovery of funds. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

(e) SEPARATE TRACKING AND REPORTING OF ARRA FUNDS

Vendor agrees that ARRA funds may be used in conjunction with other funding as necessary to complete projects. Vendor agrees to collaborate with the State to track and report the ARRA-funded component to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

(f) SECTION 902, ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE Contracts awarded using ARRA funds must allow the U.S. Comptroller General and his or her representatives, with authority, to:

- 1) examine any records of the Vendor, of its subcontractors, or of any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) interview any officer or employee of the Vendor, or of any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his or her representatives shall have the authority and rights provided under Section 902 of the ARRA, with respect to this contract which is funded, either in whole or in part, with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

(g) SECTION 1512, REPORTS ON USE OF FUNDS

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Vendor agrees that not later than 5 days after the end of each calendar quarter, or more frequently as directed by the State, the Vendor shall submit a report to the State that contains:

- 1) The total amount of ARRA funds received by Vendor during the quarterly reporting period;
- 2) The amount of ARRA funds that were expended or obligated by Vendor during the quarterly reporting period;
- 3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity;
 - c. an evaluation of the completion status of the project or activity;
 - d. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - e. names and total compensation of each of the five most highly compensated officers of the Vendor for the calendar year in which the contract is awarded if—
 - i. In the Vendor's preceding fiscal year, the Vendor received—
 - (a) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(b) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements .

- 4) For any subcontracts equal to or greater than \$25,000:
- a. The name of the entity/subcontractor receiving the subaward;
 - b. The amount of the subaward;
 - c. The transaction type;
 - d. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - e. Federal program source;
 - f. An award title descriptive of the purpose of each funding action;
 - g. The location of the entity receiving the subaward;
 - h. The primary performance location of the subaward, including the city, state, congressional district, and country;
 - i. A unique identifier (DUNS Number) of the entity receiving the subaward and the parent entity of entity/subcontractor, should the entity be owned by another; and
 - j. The names and total compensation of the five most highly compensated officers of the subcontractor if it received: 1) 80% or more of its annual gross revenues in federal awards; and 2) \$25M or more in annual gross revenue from federal awards.
- 5) For any subcontracts of less than \$25,000, the information required in Paragraph 4 above may be reported in the aggregate and requires the certification of an authorized officer of Vendor that the information contained in the report is accurate.
- 6) Any other information reasonably requested by the State or required by state or federal law or regulation.

(h) SECTION 1515(a), ACCESS OF FEDERAL OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES

The Vendor is advised that representatives of federal inspector general offices have the authority to examine any record and interview any employee or officer of the Vendor, its subcontractors, or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of a federal inspector general office.

(i) SECTION 1553, PROTECTING STATE GOVERNMENT, LOCAL GOVERNMENT, AND CONTRACTOR WHISTLEBLOWERS

Employees of employers receiving federal funds may not be discharged, demoted, or otherwise discriminated against in retaliation for disclosing information that the employee reasonably believes is evidence of:

- 1) gross mismanagement of a contract or grant relating to federal funds;
- 2) a gross waste of federal funds;
- 3) a substantial and specific danger to public health or safety related to the implementation or use of federal funds;
- 4) an abuse of authority related to the implementation or use of federal funds; or
- 5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract).

The Vendor shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the ARRA. The Vendor shall include the substance of this clause, including this paragraph, in all subcontracts.

(j) SECTION 1604, PROHIBITION ON USE OF FUNDS

Vendor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or any other item prohibited by ARRA.

(k) SECTION 1605, BUY AMERICAN, USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

Vendor agrees that, in accordance with ARRA Section 1605, neither the Vendor nor its subcontractor will use funds appropriated or otherwise made available by ARRA for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, in a manner consistent with the United States' obligations under international agreements unless an exception under section 1605(b) applies. Vendor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, Section 1605.

(l) SECTION 1606, WAGE REQUIREMENTS

Vendor agrees that, to the extent it hires laborers or mechanics for a particular engagement, in accordance with ARRA Section 1606, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Illinois is located at: <http://www.gpo.gov/davisbacon/il.html>.

(m) DBE REQUIREMENTS

The Vendor shall comply with all applicable federal Disadvantaged Business Enterprise (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, to the extent applicable under State law, the Vendor shall comply with the State of Illinois' Business Enterprise Program ("BEP") http://www.sell2.illinois.gov/bep/Business_Enterprise.htm. In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize BEP-certified Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs) and businesses owned and controlled by persons with disabilities (PBEs) for those contracting, subcontracting, and purchase opportunities that exist and report utilization to the BEP.

(n) RECORDS RETENTION

The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the federal government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the State.

(o) SUBCONTRACTOR REQUIREMENTS

Vendor agrees that it shall include these standard ARRA terms and conditions, to the extent that they are required by federal law, including this requirement, in any of its subcontracts that are funded in whole or in part with ARRA funds.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name: _____

Address: _____

Telephone number: _____

Signature: _____

Printed name: _____

Date: _____