

**RESOLUTION 2014-38      Passed: June 9, 2014**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY TO PROVIDE SAFETY SERVICES INCLUDING FIRE PROTECTION AND AMBULANCE SERVICE TO THE UNIVERSITY FROM JULY 1, 2014 THROUGH JUNE 30, 2019.**


**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with the Board of Trustees of Northern Illinois University to provide safety services including fire protection and ambulance service to the University from July 1, 2014 through June 30, 2019, a copy of which is attached hereto and made a part hereof as Exhibit "A," subject to such changes as shall be acceptable to the Mayor on the advice of the City Manager.

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting held on the 9th day of June, 2014, and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 5-0-3 on Consent Agenda. Aye: Finucane, Snow, Naylor, O'Leary, Rey. Absent: Jacobson, Lash, Baker.

**ATTEST:**

  
ELIZABETH E. PEERBOOM, City Clerk

  
  
JOHN A. REY, Mayor

**AGREEMENT**

THIS AGREEMENT, made and entered into in duplicate original this 9th day of June, 2014, by and between the CITY OF DEKALB, a municipal corporation, hereinafter referred to as the "City," and the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, hereinafter referred to as the "University," witnesseth, that:

WHEREAS, in accordance with state statutes, the University may make payments to the City to assist the City in providing its citizens and the University certain safety services, including fire protection and ambulance services; and

WHEREAS, the University desires to receive and the City desires to provide such fire protection and ambulance services;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the University and the City agree as follows:

1. The City, through the DeKalb Fire Department, shall provide fire protection and ambulance services for sixty (60) months commencing July 1, 2014, through and including June 30, 2019, and the University shall make equitable payments to the City as a contribution toward the provision of such services as follows:

FY2015	\$604,982.38
FY2016	\$629,181.68
FY2017	\$654,348.95
FY2018	\$680,522.90
FY2019	\$831,714.00

The University shall pay the City each annual sum in two (2) equal installments due and payable on or about July 1 and January 1 of each fiscal year. In addition, the University shall make a one-time payment to the City in the amount of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00), payable within thirty days of the effective date of this Agreement, which payment shall be utilized by the City to provide for the purchase of fire apparatus for the DeKalb Fire Department.

2. Thereafter, if the parties hereto have not entered into a new agreement, the University shall make payments on a quarterly basis of the payments provided in paragraph 1 for FY2020 until such new agreement is finalized. The payments under any such agreement shall be adjusted so that the University pays the City the newly negotiated *pro rata* amount for the months paid for after June 30, 2019.

3. Nothing herein shall limit the City's right and ability to impose or adjust other user-based fees, including but not limited to imposition or adjustment of "user fees", "treatment and non-transport fees" or other similar charges. The University and the City agree and acknowledge that the amounts identified in this Agreement are paid in consideration of the City's

agreement to be available to provide fire suppression and emergency medical services to the University and do not constitute payment of individual treatment or transport fees.

4. The University shall allow the city access, through its agents or employees, for entry into any and all buildings or other constructed improvements on the property of the University for purposes of preparing pre-plan operations for fire prevention and firefighting purposes, including, but not limited to, location of hazardous material storage or unusual occupancy (impaired students). The University shall provide the City, through the DeKalb Fire Department, the following:

- (a) The alphabetized list of substances, compounds and mixtures prepared pursuant to the Illinois Toxic Substances Disclosure to Employees Act, 820 ILCS 225/1 et seq. The City, through the DeKalb Fire Department, shall have the right to inspect the material safety data sheets maintained by the University pursuant to said act during regular business hours upon reasonable notice; and
- (b) Electronic copies of the blue prints of its four (4) natural science buildings (Davis, Faraday, Faraday II and Montgomery Halls), in a format acceptable to the City, accompanied by a listing on which the University has labeled the laboratories by type in those buildings. The University shall inform the City of any changes in the sites of stored chemicals in said buildings within five (5) business days.
- (c) As-built drawings (and electronic copies of the same in a format acceptable to the City) of all new buildings and additions, or major additions or renovations of existing buildings, within 60 days of their occupancy.

5. The University agrees that all officers, employees, agents, representatives or other personnel employed by or under the control of the University shall fully cooperate with the City, the Fire Chief of the City of DeKalb, or his designee, and any firefighter or paramedic assigned by the City to assist in response to any emergency call on University property.

6. The City shall be an independent contractor in the performance of its duties and obligations hereunder and nothing contained in this Agreement shall be construed as creating the relationship of agent-principal as between the City and the University. The City shall not be held responsible for any damage to persons or property attributed to the negligence of the University or its employees or agents. Subject to the limitations of applicable Illinois law, including the Court of Claims Act and the State Employee Indemnification Act, the University shall indemnify the City against any and all liability attributable to the negligent acts or omissions of the University, its employees or agents pursuant to applicable law, including but not limited to, the provisions of 5 ILCS 350/0.01 et seq.

7. The University agrees to pay a false alarm fee of One Hundred and 00/100 Dollars (\$100.00) upon the seventh (7<sup>th</sup>) and any subsequent false alarm within any calendar year

at any single building owned, operated or under the control of the University. The University agrees to pay a false alarm fee of One Hundred and 00/100 Dollars (\$100.00) upon the fifty-first (51<sup>st</sup>) and each subsequent false alarm within any calendar year if the number of cumulative false alarms among all its buildings exceed fifty (50) false alarms in said calendar year. In no case shall more than one (1) false alarm fee be due for any one (1) false alarm.

8. If the University causes a hazardous material to be released within the corporate limits of the City, it shall be liable for payment of all reasonable, documented resources and costs expended by the City and any responding mutual aid fire departments, fire districts and other governmental agencies and units as a result of the response to the release of hazardous materials, abatement or clean up activity. These resources and costs expended shall include, but not be limited to, personnel straight time and over time, the hourly costs of salaried employees obtained by dividing annual salary by minimum required hours for the position, private contract labor, the use of City vehicles, the repair of any damages to vehicles and/or equipment resulting from the response and cleanup, and the cost of any supplies expended in response to the incident.

9. The City shall maintain, for a minimum of three (3) years after the completion of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement; the Agreement and all books, records and supporting documents related to this Agreement shall be available for review and audit by the Illinois Auditor General; and the City shall cooperate fully with any audit conducted by the Illinois Auditor General and shall provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the University for the recovery of any funds paid by the University hereunder for which adequate books, records and supporting documentation are not available to support the purported disbursement.

10. The parties agree to commence negotiations on any successor agreement not later than ninety (90) days prior to the expiration of this Agreement.

11. This Agreement shall be subject to amendment in writing, signed and approved by both the University and the City. This Agreement and the certifications attached hereto constitute the entirety of this Agreement. Any dispute arising out of the terms or performance of this Agreement shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit Court, DeKalb County, Illinois. The University and the City agree and acknowledge that they may enter into additional agreements whereby the City provides additional or supplemental services, including fire-related services to the City (e.g. agreements for provision of standby ambulance services at University events), which agreements shall not affect or require modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF DEKALB

By: John A. Rey  
John A. Rey, Mayor

BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY

By: Douglas Baker  
Douglas Baker, President

ATTEST:

By: Elizabeth E. Peerboom  
Elizabeth E. Peerboom City Clerk

By: Bill Nicklas  
Bill Nicklas, Vice President for  
Operations and Community Relations

TIN 36-6005843



By: Jerry Blakemore  
Jerry Blakemore, Vice President and  
General Counsel

By: Nancy Suttentfield  
Nancy Suttentfield, Interim Chief  
Financial Officer

## Certifications

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

This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University. If any subcontractor is to be used in the performance of the services required under the contract, Vendor certifies that it has provided the name(s), address(es) and amount(s) expected to be paid to the subcontractors (collectively, the "Subcontractor Information"), and that the Subcontractor Information and a description of the general type of work to be performed by the subcontractors, including a description of which portion(s) of the work will be subcontracted out, is included in the contract. Vendor may not use the services of other contractors or subcontractors not named in the contract without the prior written permission of University. If at any time during the term of the contract, a Vendor adds or changes any subcontractor, Vendor shall promptly notify the University in writing of the names, addresses, work to be performed, and the expected payment each new or replaced subcontractor will receive under the contract.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - a. the contract may be void by operation of law,
  - b. the Chief Procurement Officer may void the contract, and
  - c. the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. ~~This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.~~
4. ~~Vendor certifies that, for the duration of this contract, it will:~~
  - a. ~~post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or~~
  - b. ~~will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website, its successor system; or~~
  - c. ~~is exempt from 20 ILCS 100/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and Vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47)~~

5. ~~This applies only to certain service contracts and does NOT include contracts for professional or artistic services. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer, and (ii) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.~~
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5e.
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

16. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.
18. Drug Free Workplace
  - 18.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580.
  - 18.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.
19. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
25. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
27. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
28. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University financial or other



interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.

29. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor it is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
30. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 – Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
31. Vendor certifies that it has read, understand and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

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

Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

or

The following business operations are disclosed to comply with the above-cited law: \_\_\_\_\_

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

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

A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B.  Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Vendor to provide evidence of compliance before award.

C.  Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D.  Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said

~~request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.~~

34. Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The Vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:

- |                          |   |                                     |                         |
|--------------------------|---|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Individual  | <input type="checkbox"/>            | Real Estate Agent       |
| <input type="checkbox"/> | Sole Proprietorship                                   | <input checked="" type="checkbox"/> | Governmental Entity     |
| <input type="checkbox"/> | Partnership   | <input type="checkbox"/>            | Tax Exempt Organization |
| <input type="checkbox"/> | Corporation   | <input type="checkbox"/>            | [IRC 501 (a) only]      |
| <input type="checkbox"/> | Not-for-profit Corporation                            | <input type="checkbox"/>            | Trust or estate         |
| <input type="checkbox"/> | Medical and Health Care Services Provider Corporation |                                     |                         |

**Taxpayer Identification Number (TIN): 36-6005843**

35. Vendor agrees that this contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.

36. To the extent this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Prevailing Wage Act"), Vendor acknowledges that the Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Vendor certifies that all contractors and subcontractors rendering services under this contract will comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties.

37. Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois laborers on all public works projects or improvements, or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq.

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: \_\_\_\_\_

9/15/13-NIU