**Section 290.APPENDIX B Contract Format**

A sample contract format is set forth below. This is for purposes of illustration only.

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| STATE OF ILLINOIS |
| DEPARTMENT OF |  |
|  | CONTRACT |

This contract, made and entered by and between the State of Illinois, Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Division, Office, Bureau, District), and (Vendor) of (Address) hereinafter called "Vendor".

(1) Services: The Vendor agrees to provide: (Here describe goods or services and locationat which to provided).

(2) Compensation: The State will pay the Vendor as follows:

A. For lump sum payment: $ \_\_\_\_\_\_\_\_\_\_\_\_ will be paid to the Vendor upon final acceptance of the above stated goods or services by the State.

B. At the rate of $ \_\_\_\_\_\_\_\_\_\_\_\_ per (hour, day, month or other unit).

(3) Expenses: (Where applicable)

The Vendor shall be reimbursed for necessary travel expenses incurred in fulfilling obligations under this contract. Such expenses shall be reimbursed at the rates and for the purposes applicable to employees of the Department. Total travel expenses shall not exceed $ \_\_\_\_\_\_\_\_.

(4) Contract Amount: (Where applicable)

The maximum amount payable under this contract is $ \_\_\_\_\_\_\_\_\_\_.

or

The estimated amount payable under this contract is $ \_\_\_\_\_\_\_\_\_\_\_.

(5) Billing: The Vendor shall (monthly, after completion of services) submit a bill for services rendered. Bills shall include detailed information as to the services performed and any expenses billed shall be itemized in accordance with applicable State Regulations.

(6) Term: The term of this contract shall be for the period commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_, and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_.

(General Provisions)

(7) Appropriation: Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

(8) Certification: The Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of The Illinois Purchasing Act (Ill. Rev. Stat. 1987, ch. 127, par. 132.10-1).

(9) Termination: This contract may be terminated by either party upon \_\_\_\_\_\_\_\_\_ days written notice. Upon termination the Vendor shall be paid for work satisfactorily completed prior to the date of termination.

(10) Work Product: All documents, including reports and all other work products produced by the Vendor under this contract, shall become and remain the property of the State.

(11) Laws of Illinois: This contract shall be governed in all respects by the laws of the State of Illinois.

(12) Unlawful Discrimination:

A. Vendor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (Ill. Rev. Stat. 1987 ch. 68, par. 1-101 et seq.) and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

B. Vendor agrees to comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public works", (Ill. Rev. Stat. 1987 ch. 29, par. 17 et seq.). The provisions of this Act are made a part of this contract by reference as though set forth in full herein.

(13) Subcontractor Disclosure: (Consultant Services Only) Vendors will not utilize the services of a subcontractor to fulfill obligations under this contract, (or list of subcontractors and amount of payment to each subcontractor).

(14) Conflict of Interest: Vendor agrees to comply with the provisions of the Illinois Purchasing Act prohibiting conflict of interest (Ill. Rev. Stat. 1987, ch. 127, pars. 132.11-1 through 132.11-5) and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

(15) Bid-rigging/bid rotating certification: The contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (Ill. Rev. Stat. 1988 Supp., ch. 38, pars. 33E3 or 33E4).

(16) Federal Taxpayer Identification Number and legal status disclosure certification:

Under penalties of perjury, I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

|  |  |
| --- | --- |
| [ ]  Individual | [ ]  Real Estate Agent |
| [ ]  Sole Proprietorship | [ ]  Government Entity |
| [ ]  Partnership | [ ]  Tax Exempt Organization (IRC 501(a) only) |
| [ ]  Corporation |  |
| [ ]  Not-for-profit Corporation | [ ]  Trust or Estate |
| [ ]  Medical and Health Care Services Provider Corporation |  |
|  |  |
|  |  |
|  | Signed | Date |

(17) Educational Loan Certification: The contractor certifies that it is not in default on an educational loan as provided in Section 30-15.12 of the School Code.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| VENDOR |  |  | State of Illinois |  |
| By: |  |  | Department of |  |
| Address |  |  | By: |  |
| City |  |  | Date: |  |
| Date: |  |  |  |  |

(An alternative to dating signatures is to use the clause set forth below)

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representatives this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,19\_\_\_\_\_\_.

(Source: Amended at 14 Ill. Reg. 5757, effective April 5, 1990)