



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

James P. Sledge, Director

January 20, 2011

Village Manager's Office

JAN 25 2011

JAN 28 2011

VILLAGE OF ORLAND PARK

2010-0638

Village of Orland Park  
Attn: Village Manger  
14700 S. Ravinia  
Orland Park, IL 60462

RE: Lease Control No. 6099 – IGA To Utilize Space – Amendment 1  
Illinois Department of Veterans Affairs – 14700 S. Ravinia, Orland Park, IL

Dear Village Manager:

Enclosed, please find a fully executed Intergovernmental Agreement Amendment 1 between the Village of Orland Park Lessor, and State of Illinois, Lessee, by the Department of Central Management Services for use by the Illinois Department of Veterans Affairs.

Please be advised that the Department of Central Management Services must be notified in writing of any change in ownership and/or beneficial interest of a trust if applicable within 30 days of such change.

This executed document is for your information and files. Should you have any questions, please call me at 312-814-1009.

Sincerely,

Rosalind Cook  
Transactions & Property Administration

RC:vjm  
Enclosure

cc: Secretary of State, Index Division/w/encl.  
DVA/w/encl.  
Bill McCarty/w/encl.  
File/w/encl.

AMENDMENT #1

Real Estate Lease Form

The Parties hereto mutually agree to the following, all other terms and conditions remain the same:

This amendment attaches to and is by reference made a part of the Intergovernmental Agreement dated December 29, 2010, between the Village of Orland Park, Lessor, and the State of Illinois, Lessee, by the Department of Central Management Services, for use by the Department of Veterans' Affairs, for the following described premises:


Approximately 325 square feet located at 14700 S. Ravinia, Orland Park, Illinois

It is mutually agreed:

- 1. The length of the Agreement term shall be amended to 36 months, expiring December 31, 2013.
- 2. A Certification of No Change is appended hereto.
- 3. All other terms and conditions of the Agreement remain unmodified and in full force and effect.

**INWITNESS WHEREOF this Amendment is made and executed by authorized representative of the parties on the dates shown below. Parties signing the Amendment on behalf of the Lessor certify that they have authority to execute the Amendment and commit to all described covenants.**

LESSOR: **Village of Orland Park**


Signed: 

Printed Name: Ellen J. Baer

Title: Assistant Village Manager

Date: 1/14/11

STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Signed: 

Printed Name: James P. Sledge

Title: Director

Date: 1-2-11

**STATE OF ILLINOIS, CHIEF PROCUREMENT OFFICER** *Intentionally Omitted – N/A*

Official  
Signature: \_\_\_\_\_

Designee  
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATION OF NO CHANGE

IGA No: 6099

Amendment No. 1

Address: 14700 S. Ravinia, Orland Park

Using Agency: Dept. of Veterans' Affairs

I hereby attest as follows:

- All forms of documentation relating to ownership, ~~including, but not limited to, disclosure forms pertaining to financial interests and potential conflicts of interest of all persons having an ownership interest~~ and currently on file with the Department of Central Management Services remain true and correct. *Partial Text Intentionally Omitted - N/A*
- Record title and ownership of the demised premises, including, if applicable, the type of business entity comprising the Lessor, has not changed or been modified by sale, assignment or otherwise since the date of execution of the aforesaid agreement by Lessor.
- Any and all certifications of Lessor submitted with the original agreement remain in full force and correct.
- The representations contained herein are made by Lessor as an inducement to the State of Illinois to rely on same to the exclusion of requiring Lessor to execute formal updated disclosure documents.

EXECUTION OF THIS CERTIFICATION OF NO CHANGE SERVES TO CONSTITUTE AN ACKNOWLEDGEMENT BY LESSOR THAT ANY OMISSIONS OR INACCURACIES IN STATEMENTS SET FORTH HEREIN SUBJECT LESSOR TO THE RIGHTS AND REMEDIES OF THE STATE OF ILLINOIS, AS LESSEE, WITH RESPECT TO A MATERIAL BREACH OF THE SUBJECT LEASE UNDER THE PROVISIONS OF ARTICLE 41 THEREOF.

Lessor: Village of Orland Park

BY: Ellen J. Baer

Printed Name: Ellen J. Baer

TITLE: Assistant Village Manager

DATE: 1/14/11

SIGNED and SWORN TO  
before me, a Notary Public,  
this 14<sup>th</sup> day of January,  
2010.

Cathyann Zuro  
Notary Public



JAN 06 2011

**INTERGOVERNMENTAL AGREEMENT  
TO UTILIZE SPACE  
No. 6099**

**VILLAGE OF ORLAND PARK**

The parties, Village of Orland Park, hereinafter called "Orland Park", and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Veterans Affairs, hereinafter called "State", agree to the use of the premises described herein below on the following terms and conditions.

1. **PURPOSE:** The purpose of this Agreement is to allow the State use of certain space as authorized by the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

2. **NOTICE:** All notices required hereunder are to be sent to:

Village of Orland Park  
Attn: Village Manager  
14700 S Ravinia  
Orland Park, IL, 60462  
Phone: 708-403-6155  
Fax: 708-349-4859  
Emergency: 708 - 403-6155

Dept. of Central Management Services  
Manager of Transactions  
623 Stratton Office Building  
401 S. Spring Street  
Springfield, IL 62706  
Phone: 217-782-9117  
Fax: 217-557-1036



3. **PREMISES:** Orland Park agrees to provide for use by the State certain real property consisting of approximately 325 square feet located at 14700 S. Ravinia, Orland Park, Illinois, hereinafter called "Premises". The State shall have available for its use parking for four (4) vehicles, including two (2) handicap accessible spaces.

4. **TERM:** The term of this Agreement is for sixty (60) months commencing January 1, 2011 and expiring December 31, 2015. Upon expiration of the Term, the State will yield possession of the premises to Orland Park without further notice.

5. **HOLDOVER:** If, after expiration of the Agreement, the State retains possession of the Premises, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated.

6. **RENT:** Orland Park agrees to waive rent.

7. **USE OF PREMISES:** The State agrees to use the assigned property solely for the purpose of conducting State Veterans Affairs Department business.

8. **TERMINATION:** The State and the Village have the option to terminate this agreement at any time by giving no less than thirty (30) days' written notice prior to termination.

9. **MAINTENANCE & OPERATING FEES:** Orland Park shall be responsible for all maintenance and repairs of the Premises and any parking facilities, as well as all utilities and other services. The State shall be responsible for maintaining its own equipment, phone and data.

10. **MODIFICATION:** State will not make any modifications to the Premises without the prior written consent of Orland Park.


11. **RIGHT OF ENTRY:** Orland Park will have unlimited access to the Premises subject to all rights and privileges of the State.

12. OPERATION OF PROGRAMS: The parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.
13. SECURITY: State will adhere to State of Illinois and Department of Veterans Affairs policies relating to security and emergency situations.
14. INDEMNIFICATION AND INSURANCE: The State shall save Orland Park harmless and indemnify Orland Park to the extent of the insurance required of State under Lease from injury, loss, claim or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or negligence of Orland Park, its employees, agents, licensees or contractors. Lessee is self-insuring. A Certificate of Insurance of the Lessee's self-insurance coverage will be provided upon request. Limits of coverage are in accordance with existing State of Illinois statutes.
15. SUBROGATION: Orland Park and the State hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of the State's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.
16. ASSIGNMENT: The State shall not assign or sublease its rights under this agreement.
17. This agreement supersedes any previous or existing agreement between the parties.

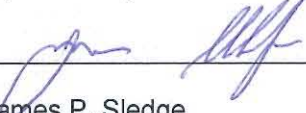
**Intergovernmental Agreement No. 6099**  
**Page 3**

IN WITNESS WHEREOF, the parties have caused this instrument to be made and executed by authorized parties on the dates shown below.

**LESSOR: VILLAGE OF ORLAND PARK**

Signed:   
Printed Name: EWEN J. BAER  
Title: ASSISTANT VILLAGE MANAGER  
Date: 12/28/10

**STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES**

Signed:   
Printed Name: James P. Sledge  
Title: Director  
Date: 12-29-10

**STATE OF ILLINOIS, CHIEF PROCUREMENT OFFICER**

Official Signature: ~~\_\_\_\_\_~~  
Printed Name: ~~N/A~~  
Title: ~~\_\_\_\_\_~~  
Date: ~~\_\_\_\_\_~~

Designee Signature: ~~\_\_\_\_\_~~  
Printed Name: ~~N/A~~  
Title: ~~\_\_\_\_\_~~  
Date: ~~\_\_\_\_\_~~

Negotiated by: Rosalind L. Cook

Date: July 19, 2010

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SUBSCRIBED UNDER OATH BY A MEMBER, OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, GENERAL PARTNER, MANAGING AGENT, MANAGING MEMBER, OR AUTHORIZED ATTORNEY AGENT

Illinois Law (50 ILCS 105/3.1) requires completion of this form. Disclosure is required of the identity of every owner and beneficiary (whether an individual or entity) having any interest, real or personal, in the real estate where the leased premises are situated. Every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of any limited liability company, corporation or limited partnership with an interest in the lease must be disclosed. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

I A. Address of Premises 14700 S. Ravinia Avenue Orland Park, IL 60462

B. Real Estate Tax Index Number(s) 27-09-401-037-0000

II INDICATE INTERESTS OF ALL RECORD TITLE OWNERS, LESSOR AND ANY OTHERS IN REAL PROPERTY BY CHECKING ALL APPLICABLE BOXES AND PROVIDING REQUESTED INFORMATION AS INSTRUCTED. [NOTE: MORE THAN ONE BOX MAY REQUIRE COMPLETION.] IF ADDITIONAL SPACE IS NEEDED TO ADEQUATELY PROVIDE REQUESTED INFORMATION, ATTACH A SEPARATE SHEET TO THIS DOCUMENT.



IDENTITY OF FEE SIMPLE RECORD TITLE HOLDER
INSTRUCTIONS: LIST NAMES OF ALL OWNERS OF RECORD & DESCRIBE MANNER OR CAPACITY IN WHICH TITLE HELD (SOLE OWNER, JOINT TENANCY, TENANTS BY THE ENTIRETY, TENANTS IN COMMON, TRUSTEE UNDER LAND TRUST, TRUSTEE UNDER INTER VIVOS OR TESTAMENTARY TRUST, ETC).



LEASE HOLDER OR SUBLESSEE
INSTRUCTIONS: LIST THE NAME(S) OF THE PRINCIPAL LESSOR (AND LESSEE IF YOU ARE A SUB-LESSEE) AND INDICATE THE BEGINNING AND ENDING DATES FOR THE TERM OF PRINCIPAL LEASE OR THE SUBLEASE TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO SUBLEASE IS REQUIRED.



LAND TRUST OR OTHER TRUST
INSTRUCTIONS: LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. NOTE: IF THE REAL ESTATE IS HELD IN A LAND TRUST, A SEPARATE "LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION" MUST ALSO BE FULLY COMPLETED AND PROVIDED.





**HOLDER OF OPTION TO PURCHASE OR INSTALLMENT CONTRACT PURCHASER**

**INSTRUCTIONS:** DESCRIBE LESSOR'S INTEREST IN THE REAL ESTATE FULLY. LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE AS CONTRACT SELLER (AND ASSIGNOR IF YOU ARE AND ASSIGNEE OF CONTRACT PURCHASER) AND INDICATE THE BEGINNING AND ENDING DATES FOR TERM OF CONTRACT TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO LEASE OR ASSIGNMENT IS REQUIRED OF CONTRACT SELLER. IF HOLDER OF OPTION TO PURCHASE SPECIFY EXPIRATION DATE OF OPTION.

**OTHER (PLEASE DESCRIBE IN DETAIL)**

**INSTRUCTIONS:** LIST THE NAME OF ALL PARTIES WHO HAVE ANY OTHER OWNERSHIP INTEREST, LEGAL OR EQUITABLE CLAIM OF ANY TYPE TO THE REAL ESTATE.

OWNED BY THE VILLAGE OF ORLAND PARK

**III IF A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY HAS AN INTEREST IN THE LEASE, COMPLETE THE APPROPRIATE PARAGRAPH(S)**

**NOTE:** IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE ENTITY AND THE INTERESTS, STOCK, OR SHARES IN A LIMITED LIABILITY COMPANY, CORPORATION, OR GENERAL PARTNERSHIP ARE PUBLICLY TRADED – THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

**CORPORATION - INSTRUCTIONS: PLEASE LIST**

1. The names of the president and secretary: \_\_\_\_\_
2. The name and address of the registered agent: \_\_\_\_\_
3. The names of all shareholders entitled to receive more than 7½% of the total distributable income of the corporation: \_\_\_\_\_
4. The name of the person(s) authorized to execute the lease on behalf of the corporation: \_\_\_\_\_

**LIMITED OR GENERAL PARTNERSHIP - instructions: please list**

1. The names of all partners (both limited and general partners): \_\_\_\_\_
2. The names and addresses of all partners entitled to receive more than 7½% of the total distributable income of the partnership: \_\_\_\_\_
3. The name of the person(s) authorized to execute the lease on behalf of the partnership: \_\_\_\_\_

LIMITED LIABILITY COMPANY - INSTRUCTIONS: PLEASE LIST

1. The name of the managing member: \_\_\_\_\_
2. The names and addresses of all members entitled to receive more than 7½ % of the total distributable income of the limited liability company: \_\_\_\_\_
3. The name of the person(s) authorized to execute the lease on behalf of the limited liability company: \_\_\_\_\_

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

NO  YES If "YES", explain employment status and identify familial relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, (print name) Ellen J. Baer, state on oath or affirm that I am (title/capacity) Assistant Village Manager of (firm/name) the Village of Orland Park and that the disclosure made above is true and correct. The undersigned certifies that any additional documentation requested by the State of Illinois will be provided.

Ellen J. Baer  
Signature  
Assistant Village Manager  
Title

Date 12/23/10

ACKNOWLEDGMENT

STATE OF ILLINOIS \_\_\_\_\_

COUNTY OF COOK \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ellen Baer, who is the Assistant Village Manager and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 23 day of Dec, 2010.

Commission Expires: 11-29-14



Jacqueline L. Neven  
Notary Public

## EXHIBIT H – STANDARD CERTIFICATIONS

Lease No. 6099

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

This section, and each subsection, applies to subcontractors used on this contract. Lessor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

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

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

1. As part of each certification, Lessor acknowledges and agrees that should Lessor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Lessor 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. Lessor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. Lessor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. Lessor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).
5. Lessor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
6. To the extent there was a incumbent Lessor providing the services covered by this contract and the employees of that Lessor that provide those services are covered by a collective bargaining agreement, Lessor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
7. Lessor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Lessor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. If Lessor has been convicted of a felony, Lessor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Lessor, or any officer, director, partner, or other managerial agent of Lessor, 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, Lessor certifies at least five years have passed since the date of the conviction. Lessor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Lessor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Lessor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Lessor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Lessor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Lessor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Lessor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Lessor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Lessor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Lessor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Lessor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Lessor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Lessor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19.
  - a) If Lessor employs 25 or more employees and this contract is worth more than \$5000, Lessor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - b) If Lessor is an individual and this contract is worth more than \$5000, Lessor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Lessor certifies that neither Lessor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Lessor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Lessor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Lessor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
24. Lessor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Lessor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Lessor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Lessor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Lessors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Lessor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa). (30 ILCS 587)

29. Lessor 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). Lessor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

Lessor is not required to register as a business entity with the State Board of Elections.

or

Lessor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Lessor acknowledges a continuing duty to update the registration as required by the Act.

LESSOR (show Company name and DBA)

The Village of Orland Park

Signature

Ellen J. Baer

Printed Name

Ellen J. Baer

Title

Assistant Village Manager

Date

12/23/10

Address

14700 Ravinia Ave

Orland Park, IL 60462

CMS 07-2010

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
  - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
  - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
  - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
  - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Village of Orland Park

Business Name: Village of Orland Park

Taxpayer Identification Number:  
 Social Security Number \_\_\_\_\_  
 or  
 Employer Identification Number: 36-6006035

Legal Status (check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification)   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity<br><input type="checkbox"/> C = corporation<br><input type="checkbox"/> P = partnership |

Signature: 

Date: 12/23/10

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>VILLAGE OF ORLAND PARK</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) <input type="checkbox"/> <input checked="" type="checkbox"/> Other (see instructions) <b>GOVERNMENT</b>	
	<input type="checkbox"/> Address (number, street, and apt. or suite no.) <b>14700 S. RAVINIA AVENUE</b> City, state, and ZIP code <b>ORLAND PARK, IL 60462</b>	
List account number(s) here (optional)		Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number <b>36-6006035</b>

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person <i>Barbara A. O'Connell</i>	Date <b>12/23/10</b>
-----------	--	----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,