



JESSE WHITE
SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

12PM023000

**ORLAND PARK
ILLINOIS STATE ARCHIVES
INTER-AGENCY AGREEMENT**

THIS LEASE AGREEMENT made and entered into by and between the **State of Illinois**, by **Jesse White, not individually but as Secretary of State**, hereinafter referred to as "Lessee", and the Village of Orland Park, hereinafter referred to as "Lessor".

ARTICLE I. DEMISED PREMISES

The Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of the Lease hereinafter set forth, does hereby demise and lease unto the Lessee, the following described premises, situated in the County of Cook, State of Illinois, commonly known as 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 consisting of approximately 100 square feet of office space in the Lower Level of the Orland Park Village Hall. The said space is subject to verification by the Lessee, on the property legally described as attached **EXHIBIT E**.

ARTICLE II. TERM OF LEASE

Lessee shall have and hold the above-described premises, appurtenances, hereditaments, and rights for the term of 36 months commencing July 1, 2011, and terminating on June 30, 2014, at 11:59 p.m.

ARTICLE III. USE OF PREMISES

Lessee agrees that during the term of this Lease, the premises will be occupied by the Illinois State Archives Department of the Office of the Secretary of State for the purpose of an Archives Facility. Lessee reserves the right to designate the premises for use and occupancy by any other department of the Office of the Secretary of State, at its sole discretion.

ARTICLE IV. RENT

The Lessee agrees to pay as rent for the term of the Lease the sum of Three Thousand Twenty Four Dollars and Zero Cents(\$3,024.00); payable in 36 monthly payments, as provided in the following rent schedules, commencing on July 1, 2011, and every month thereafter, through and including June 30, 2014. Each lease year, Lessor will receive the rents for the months of July and August in the month of August. All rental payments shall be payable to Lessor, at Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462.

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A. Rent Allocation Schedule

Rent Payment Allocation: 7/1/11 – 6/30/14

<u>Allocation</u>	<u>PSF/Year</u>	<u>Per Month</u>	<u>Per Year</u>
Base Rent	N/A	\$ 84.00	\$ 1,008.00

If this Lease is terminated, by Lessee, as hereinafter provided, the rental at the monthly rate specified shall be payable only to the date of termination of this lease.

B. Lease Amendment Agreement

Lessor and Lessee further agree to amend this Lease subsequent to its execution by a Lease Amendment Agreement. Additionally, said new document shall set forth any corrections of clerical, typographical or other non-substantive errors and omissions in the Original Executed Lease.

ARTICLE V. POSSESSION

- A. Lessee shall be entitled to possession on the first day of the term of this Lease. Should Lessor be unable to give possession, Lessee shall not be liable for rent and rent shall be prorated from date of occupancy. Upon expiration or termination of this Lease as herein provided, Lessee shall yield the demised premises back to Lessor in as good of a condition as the date of Lessee's possession except damage or loss by fire, storm, earthquake, or other casualty and ordinary wear and tear.

ARTICLE VI. PROPERTY TAXES, UTILITIES

- A. Lessor shall pay all property taxes and effectuate payment by date due and owing.
- B. All utilities (natural gas, electric, water and sewer) shall be paid for by Lessor. Lessor shall provide air conditioning and heating systems that will maintain an average temperature of 70 degrees, plus or minus 5 degrees, through all seasons.

ARTICLE VII. ADDITIONAL COMPENSATION AND/OR REIMBURSEMENT

INTENTIONALLY DELETED

ARTICLE VIII. PREMISES MAINTENANCE

- A. Lessor shall be responsible for repairs, replacements and maintenance to the interior of the premises, except repairs to the tenant's personal property and unless damage is caused by Lessee or his agents and employees, as well as damage caused by vandalism, including but not limited to elevators (if any), electric, lighting systems, windows, plate glass, doors, door checks, and plumbing systems within the demised premises. Lessee agrees to keep the premises clean and orderly. Lessee shall not allow garbage, paper, bottles, food, dirt or other items to accumulate so as to create a health or fire hazard. Maintenance to the premises shall also include replacement of light bulbs and light fixtures.

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- B. Lessor shall be responsible for repairs, replacements and maintenance to the exterior portion of the building, including the heating and air conditioning systems and roof. Lessee shall operate all heating, air conditioning, electrical and plumbing systems only in accordance with the proper procedure for the operation of the same.

ARTICLE IX. ALTERATIONS, IMPROVEMENTS, ADDITIONS

Lessee will not make any additions to the premises or any substantial improvements or alterations without the written consent of Lessor, which shall not be unreasonably withheld. Lessee represents that any such addition, alteration or improvement shall comply with all applicable state and local codes and ordinances.

ARTICLE X. INSURANCE

A. Fire and Extended Coverage

Lessor shall pay for fire insurance with extended coverage endorsements on replacement of improvements, with a company authorized to do business in the State of Illinois, in the amount of the actual replacement cost of said improvements as of the date of this agreement and adjusted annually at the current replacement cost of said improvements on each anniversary date of the insurance policy. Lessor shall provide evidence of insurance at the time the Lease is signed, including but not limited to an insurance binder setting forth such coverage, and a copy of such policy shall be delivered to Lessee within ten (10) days of execution of Lease.

Lessee shall be named as additional insured and Lessee shall be notified within ten (10) days of lapse or cancellation of said policy. Lessor shall have thirty (30) days to remedy any lapse or calculation in policy, if Lessor fails to remedy within thirty (30) days, Lessee may at their discretion, pay the insurance premium and deduct same from the rent due and owing the Lessor, or Lessee may at Lessee's discretion, terminate lease.

B. Public Liability Insurance

In addition to any other insurance, Lessor agrees to maintain in full force from the date of this Lease and throughout the term, thereof, so long as Lessee is in occupancy of any part of the premises, a policy of public liability and property damage under which Lessee will be named as additional insured. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) for bodily injury or death to one or more persons, and One Hundred Thousand Dollars (\$100,000.00) with respect to damage to property. **Lessor shall provide evidence of insurance at the time the Lease is signed, including but not limited to an insurance binder setting forth such coverage,** and a copy of such policy shall be delivered to Lessee within ten (10) days of execution of Lease.

ARTICLE XI. FIRE OR OTHER CASUALTIES

- A. Should the demised premises, or any part, thereof, be damaged or totally destroyed by fire or other casualty, however caused, the rental and other payments shall cease as of that date. Unless, however, if after such occurrence, Lessee continues to occupy a portion of said premises, then the rental amount shall be apportioned according to the square footage of the office space so occupied and paid as to that part of said premises continued to be occupied until such date as the damaged or destroyed portion of the premises is repaired or restored. Whereupon, the payment of full monthly installments shall be resumed. In the event that Lessor does not or cannot rebuild the demised premises within one hundred-eighty (180) days from the date of said fire or other casualty, Lessee has a right to terminate this Lease without further obligation whatsoever. Lessor must notify Lessee within thirty (30) days of said occurrence of Lessors' intent to rebuild the premises. Lessors' failure to notify Lessee within the thirty (30) day period will be deemed by Lessee an intent not to rebuild the premises.

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ARTICLE XII. HAZARDOUS MATERIALS

A. Hazardous Material

1. Definition:

“Hazardous substance”: As defined in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 (14); and the Illinois Environmental Protection Act, 415 ILC 5/3.215; §3.220; §3.225; §3.235; §3.240; §3.260; and including but not limited to asbestos or asbestos-containing materials or PCBs or PCB containing materials and all other substances defined as hazardous or toxic by any federal, state or local law now or after this date in effect, and all rules and regulations adopted pursuant to such laws.

2. Conditions:

- a. Lessor, to the best of its knowledge, has no violation of any applicable environmental, health or safety laws, or the presence of any hazardous substances on the leased premises or in the soil and ground water on or under the premises.
- b. Lessor warrants that, to the best of its knowledge, the leased premises have been and are currently in compliance with the provisions of all federal, state and local environmental, health and safety laws, and all rules and regulations promulgated there under.
- c. Lessor represents that, to the best of its knowledge, any handling, transportation, storage or use of hazardous substances on the leased premises has been and is currently in compliance with all applicable federal, state and local laws.
- d. Lessor has undertaken all appropriate inquiry into the previous ownership and use of the premises that are reasonable, ascertainable, and consistent with good commercial or customary practice.
- e. In the event that hazardous substances are discovered on the leased premises, and the presence of such substances is not attributable to any action on the part of the Lessee, Lessor shall be fully responsible for all costs, which may arise, from the presence and/or removal of such substances.
- f. Lessor shall indemnify and hold Lessee harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the terms of this Lease in connection with the presence or removal of hazardous substances from the leased premises.
- g. If the leased premises are discovered at any time during the term of the Lease to contain hazardous substances, and the presence of such substances is not attributable to any action on the part of the Lessee, Lessee may, after first providing Lessor with ten (10) days written notice and a reasonable opportunity to cure, terminate this Lease immediately without penalty.
- h. Lessor is responsible for air sampling, testing, monitoring and abatement of any foreign matter identified as harmful to the quality of air within the leased premises.
- i. All of the provisions of this Lease pertaining to hazardous substances shall survive the expiration or termination of this Lease.

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ARTICLE XIII. QUIET ENJOYMENT

Lessor covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein and the Lessee upon performing all the obligations and agreements as required by this Lease shall and may peaceably name, hold and enjoy the said premises for the term of this Lease, free from harassment, disturbance, or eviction by the Lessor or any other person or legal entity whatsoever other than as provided in **Article XVI**.

ARTICLE XIV. CONDEMNATION

If, during the term of this Lease, or any renewal thereof, the whole or part of the premises, or such portion thereof, as will make the premises unusable for the purpose leased shall be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event last occurs. Upon such occurrence, the rent shall be apportioned as of such date. Lessee may remove all of his fixtures and equipment before any such public taking and may file a claim for relocation expenses.

ARTICLE XV. ZONING

Lessor warrants that it has received no notice of any building code violations to the proposed leased premises. Lessee acknowledges that a special use permit may be required by the local municipality and shall furthermore be responsible to obtain such permit, including any and all costs associated with the special use permit, if any.

ARTICLE XVI. SUBORDINATION

This Lease and all rights of Lessee hereunder, are and shall be subject and subordinate to the lien of any first mortgage or contract, which may hereafter affect the fee title of the demised premises. Notwithstanding any default in the mortgage or contract, and any foreclosure thereof, or the enforcement of any holder thereof, of any rights or remedies there under or otherwise, Lessee shall remain in quiet and peaceful possession of the demised premises throughout the term thereof, and any extension or renewal thereof, provided that the Lessee is not in default of any of the terms or conditions of this Lease.

ARTICLE XVII. ASSIGNMENT AND SUBLETTING

Lessee retains the right to assign or sublease the premises, in whole or in part, to any other branch or agency of the government of the State of Illinois upon thirty (30) days notice to Lessor. Lessee shall not otherwise have the right to assign or transfer this Lease nor sublet the leased premises in whole or in part, without the prior approval of Lessor, which shall not be unreasonably withheld.

ARTICLE XVIII. NOTICES

All notices or other communications required hereunder shall be deemed effectively given when deposited in the United States mail, in certified/registered form, return receipt requested, addressed to the parties as follows:

LESSOR: Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

LESSEE: Jesse White, Secretary of State
Department of Property Management
176 Howlett Building
Springfield, Illinois 62756

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ARTICLE XIX. GENERAL PROVISIONS

Notwithstanding any terms to the contrary, the following general provisions shall be obligatory by and between Lessor and Lessee.

- A. Lessee will not cause or permit any waste, misuse or neglect of the water, gas, or electricity, or other utilities, nor the fixtures for the water, gas, air conditioning and electric lights.
- B. Intentionally Deleted
- C. Intentionally Deleted
- D. The lessee at its sole option may renew this lease for a further period of Twelve (12) months, or any portion of the said Twelve (12) month period, upon the same terms and conditions, by giving a thirty (30) day notice to the lessor, prior to the expiration of this lease.
- E. All disputed issues will be resolved in the Court of Claims of the State of Illinois.
- F. If said premises are not in good and tenantable condition at any time during the term of this Lease, Lessor will place said premises in good and tenantable condition within thirty (30) days after written notice by Lessee. If, after proper notice to the Lessor by Lessee, and the expiration of thirty (30) days, the said Lessor has not attempted to cure any defect designated by Lessee; or within ten (10) days, has not presented Lessee with an acceptable time schedule for completion, then Lessee may cure the defects at its own expense and deduct said expenses from the monthly payments for rent until said amount is paid in full. If Lessor fails to keep the premises in a good and tenantable condition, after repeated notifications by Lessee, Lessee may terminate the lease as herein provided without penalty.
- G. Lessor will immediately remove and/or correct any security, safety, or health hazards, not caused by acts or negligence of the Lessee pursuant to the Lease. Upon refusal or negligence of the Lessor to comply with any such order, within four (4) hours, the Lessee may promptly remedy such hazards and deduct the reasonable cost and expense thereof from the rents, which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed.
- H. Intentionally Deleted
- I. It is mutually covenanted and agreed that either party may terminate this Lease effective on the last day of any calendar month by giving a ninety (90) day written notice to the other party.
- J. Intentionally Deleted
- K. Lessor shall provide:
 - 1. All normal exterminating services as requested by Lessee.
 - 2. All fire extinguishers (and other fire safety devices and maintenance of same, as required by state and local law).
 - 3. All grass cutting, shrubbery and lawn maintenance, i.e., removal of any trash or debris, which accumulates around the building or grounds.
 - 4. Snow removal of sidewalks, parking lot, sidewalks, testing area and all hard-surface areas needed for ingress and egress of vehicles.

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5. All parking lot maintenance (including maintaining a smooth surface, providing directional signs, parking blocks and periodic striping of parking spaces, etc.) shall be provided by Lessor, at Lessor's expense.
 6. Maintenance of flagpole, ropes and halyards, as needed.
- L. Lessor shall provide and pay for:
1. Appropriate exterior refuse container and trash removal from premises.

ARTICLE XX. HOLDING OVER

In the event of expiration or termination by Lessor of this agreement and any extensions thereof, the Lessee may hold over for a period not to exceed Ninety (90) days, from the effective date of such expiration. The Lessor shall be notified in writing of Lessee's intention to hold over and rents shall be paid in the same manner and the same rate as specified in the Lease for the last month's rent payment. The last rent payment shall be paid on or about the date of vacating by Lessee and prorated on a daily basis for the number of days of occupancy subsequent to the due date of the preceding rent payment and shall be prorated to the actual date of termination and departure of Lessee.

ARTICLE XXI. LOSS OF FUNDING

Obligations of the State shall cease immediately without penalty or 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.

ARTICLE XXII. OPTION TO PURCHASE

Intentionally Deleted

ARTICLE XXIII. ENTIRE AGREEMENT

This Lease, and any exhibits hereto, set forth all of the covenants and agreements and understandings between the Lessor and Lessee concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than that which may appear as amendments and which shall be in writing, signed by the parties and attached hereto.

ARTICLE XXIV. PREVAILING WAGE ACT:

As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial cleaning services, window washing, building and grounds services site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (30 ILCS 500/25-60 (b)). We have the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (820 ILCS 130/4 (a)).

Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217/782-6206) and information may be viewed at the web site <http://www.state.il.us/agency/idol/>. You must check with the Illinois Department of Labor before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this contract.

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ARTICLE XXV. VALID DRIVERS LICENSE:

If the contractual duties require the Contractor to drive a vehicle in order to perform the contractual services the Contractor must be in possession of a valid Drivers License. The Contractor shall immediately notify the Principal in the event the Contractors license is revoked, suspended, expires or is otherwise deemed invalid. Proof of the validity of the Contractors license may be required at any time during the term of this contract.

ARTICLE XXVI. EXHIBITS

- A. Disclosures and Conflicts of Interest
- B. Standard Certifications
- C. Real Estate Lease Form Disclosure Statement
- D. Legal Description
- E. Subcontractor Certification

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IN WITNESS WHEREOF, Lessor has executed the foregoing Lease and Lessee has caused the same to be executed in quintuplicate this _____ day of _____, 2011, in the City of _____, County of _____, and State of Illinois, and the aforesaid Agreement shall be binding upon the heirs, executors, and assigns of the respective parties.

LESSOR: _____

Lessor Signature (date)

Name (printed)

Title

Phone Number

State of Illinois
County of _____
Signed and attested before me on _____
(date)

By: _____

(Seal)

Signature of Notary Public

LESSEE: STATE OF ILLINOIS

Approved by:

Jesse White, Secretary of State (date)
Acting in his capacity as Secretary of State
and not individually

Title

Recommended by Illinois State Archives:

Name (date)

Reviewed for Fiscal Sufficiency for the
Office of the Secretary of State:

Name (date)

EXHIBIT A

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
 - i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k , 20f , or 40f .

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
 - i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
 - i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.
 1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No
 2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No
 3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
 4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
 5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____
> 3.0 to 4.0% _____ % >4.0 to 5.0% _____ and in additional 1% increments as appropriate
_____ %
 6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
Sole Proprietorship Stock Partnership Other (explain) _____

Name: _____
Address: _____

 - ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter)

using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) **Prohibition.** It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) **Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) **Combined interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: No Conflicts Of Interest
 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section).

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:

- (1) 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
- (2) 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.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

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

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes No

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

The information in the Disclosures and Conflicts of Interest sections shown above are signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20____

(seal) _____

Notary Public : _____

My Commission Expires: _____

EXHIBIT B

STANDARD CERTIFICATIONS

Vendor 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 Vendor 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. 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 State.

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 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, 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:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - 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 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. Vendor 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. Vendor (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. Vendor 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 Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are 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

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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. Vendor 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 Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. 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).
9. 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 and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. 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 500/50-10.5e).
11. Vendor 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 Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor 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. 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) and acknowledges that failure to comply can result in the contract being declared void.
13. 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).
14. Vendor certifies it 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).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. 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).

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17. 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).
18. In accordance with the Steel Products Procurement Act, 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 agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor 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. 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 U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. 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).
22. Vendor 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. 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).
24. Vendor 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. Vendor 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. Vendor 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. Vendor 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 Vendors 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. Vendor 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. (30 ILCS 587)

29. 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.

30. Lessor and its subcontractors shall maintain books and records relating to performance of the CONTRACT and subcontract and that are necessary to support amounts charged to the lessee under the CONTRACT or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the lessor and its subcontractors for a period of three years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT. If federal funds are used to pay CONTRACT costs, lessor and its subcontractors must retain its records for five years. The three year or five year period, as the case may be, shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, Lessee, the Inspector General and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Lessor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of lessee for the recovery of any funds paid by lessee under the CONTRACT for which adequate books and records are not available to support the purported disbursement. Lessor and subcontractors shall not impose a charge for audit or examination of lessor's and subcontractors books and records. (30 ILCS 500/20-65).

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 or
- Vendor 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, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

TAXPAYER IDENTIFICATION NUMBER

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. person (including a U.S. resident alien).

Name: _____

Taxpayer Identification Number:

Social security number _____

or

Employer identification number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

____ Individual

____ Government

____ Sole Proprietor

____ Nonresident Alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Pharmacy (Non-Corporation)

____ Corporation providing or Home/Cemetery billing medical and/or health care services

____ Pharmacy/Funeral

(Corporation)

____ Corporation NOT providing or billing medical and/or health care services

____ Other: _____

EQUAL EMPLOYMENT OPPORTUNITY REQUEST

The State of Illinois is an Equal Opportunity Employer. To assist in the accomplishment of Affirmative Action goals, we invite you to complete the following information. **Completion of this information is not required.**

If an individual, please check the appropriate box.

FEMALE MALE

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Caucasian: A person having origins in any of the original people of Europe, North Africa or the Middle East. Not of Hispanic Origin. |
| <input type="checkbox"/> | <input type="checkbox"/> | African American: A person having origins in any of the black racial groups of Africa. Not of Hispanic Origin. |
| <input type="checkbox"/> | <input type="checkbox"/> | Native American: A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community. Not of Hispanic Origin. |
| <input type="checkbox"/> | <input type="checkbox"/> | Asian: A person having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa. Not of Hispanic Origin. |
| <input type="checkbox"/> | <input type="checkbox"/> | Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race. |
| <input type="checkbox"/> | <input type="checkbox"/> | Disabled/Handicapped. This includes, blindness/visual impairment, deafness/hearing impairment, orthopedic impairment, cardiovascular disorder, mental disorder, nervous system disorder, respiratory related impairment, loss of limbs etc. |

If a business, or institution, please check the appropriate box.

- Minority Owned Business** - A business concern which is at least 51 percentum owned by one or more minority persons, or in the case of a corporation, at least 51 percentum of the stock which is owned by one or more minority persons, and the management and daily operation of which are controlled by one or more of the minority individuals who own it.
- Female Owned Business** - A business concern which is at least 51 percentum owned by one or more females, or in the case of a corporation, at least 51 percentum of the stock which is owned by one or more females, and the management and daily operation of which are controlled by one or more of the females who own it.
- Not-for Profit Agency for the Severely Handicapped** shall be one which:
 - a. Complies with Illinois laws governing not-for profit organizations.
 - b. Is certified as a sheltered workshop by the Wage and Hour Division of the U.S. Department of Labor.
 - c. Meets the IDORS Just Standard for rehabilitation facilities.

EXHIBIT C

**REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT**

**THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SIGNED BY
AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT**

You are required by Illinois Law to complete this form (50 ILCS 105/3.1) The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the leased premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 1/2% of the total distributable income of any corporation with an interest in the lease. **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 _____
B. Real Estate Tax Index Number _____

II **INDICATE LESSOR'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.**

	FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON) INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS.
--	---

	LEASE HOLDER OR SUBLESSEE INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.
--	--

	LAND TRUST OR OTHER TRUST INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.
--	--

	OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THEREAL ESTATE.
--	--

	OTHER (PLEASE DESCRIBE) INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY. REAL ESTATE LEASE FORM - DISCLOSURE STATEMENT
--	---

III IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE LEASE, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH

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 7 1/2% of the total distributable income of the corporation: _____

4. The name of the person (s) authorized to execute the contracts on behalf of the corporation :

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP - INSTRUCTIONS: PLEASE LIST

1. The names of all partners (include limited partners if applicable): _____

2. If limited partnership, the names and addresses of all general partners:

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

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

___NO ___YES If "YES", explain employment and/or relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, _____, state on oath or affirm that I am (title) _____ of (firm/name) _____ and that the disclosure made above is true and correct. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.

Signature Date

Printed Name

Title

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NOTARY:
STATE OF ILLINOIS
COUNTY OF _____

I, _____, certify on _____, 20____,
_____, personally appeared before me and swore or affirmed that _____ he _____
signed this document as _____ of _____ and that the
information provided was true and correct.

Notary Public Commission Expires

Revised 7/1/2010

ORLAND PARK ARCHIVES LEASE

EXHIBIT D

STATE OF ILLINOIS

LEGAL DESCRIPTION

**Orland Park Village Hall
14700 S. Ravinia Avenue
Orland Park, Illinois 60462**

EXHIBIT E

ASSIGNMENT AND SUBCONTRACTING:

- a) Lessor may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without Lessee's prior written consent. In the event the Lessee consents, the terms and conditions of this lease shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as Lessor is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to Lessee for review and approval upon request.

- b) For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will Subcontractors be utilized? ___ Yes ___ No

- c) Lessor shall describe below the names and addresses of all authorized subcontractors to be utilized by Lessor in the performance of this lease, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this lease. Lessor shall provide a copy of any subcontracts within twenty (20) days of execution of this lease.

Subcontractor Name _____ Amount to be paid _____

Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____

Address _____ Description of work _____

- d) Lessor shall notify Lessee of any additional or substitute subcontractors hired during the term of this lease. Lessor shall provide Lessee a copy of all such subcontracts within twenty (20) days of execution of the subcontract.

- e) All subcontracts must include the same certifications that Lessor must make as a condition of the lease. Lessor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification Form available from Lessee.

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- f) If Lessor is unable to secure or maintain individuals named in the lease to render the services, Lessor shall not be relieved of its obligations to complete performance. Lessee shall have the option to accept a substitute or to terminate the lease.

LICENSE:

Lessor, directly or through its employees, shall have and maintain any required licenses and/or registrations. With consent of Lessee, the Lessor may meet the license and/or registration requirement through a subcontractor. Lessee may request proof of any required license and/or registrations.