

State of Illinois
CAPITAL DEVELOPMENT BOARD
ARTWORK CONTRACT

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

This CONTRACT is by and between

Name: _____
Address: _____
City, State, Zip: _____

herein after called "Artist" and the State of Illinois by and through the Capital Development Board herein after called "CDB."

ARTIST AND CDB, for the consideration stated herein, agrees as follows:

ARTICLE 1. CONTRACT DOCUMENTS. The Contract Documents consist of Art-in-Architecture Program Policy and Procedure Manual, General Conditions of Contract, Standard Business Terms and Conditions, Insurance Requirements (if any), Approved Amendments (if any), Approved Change Orders (if any), Project Design Concept and Specifications (if any), Special Conditions (if any), the Authorization to Proceed, and this Contract.

ARTICLE 2. SCOPE. The Artist shall perform this Contract in strict accordance with the Contract Documents for this project. The Artist shall design, fabricate, transport, install, and complete the following artwork (hereinafter the Artwork)

Title: _____
Dimensions: _____
Media: _____

The Artist warrants that the Artwork shall be a unique and original product of the Artist's creative efforts, is an edition of one, has not been accepted for sale elsewhere, and that CDB shall own, on its completion, the Artwork free and clear of any and all liens or claims.

ARTICLE 3. CONTRACT TIME. This Contract shall take effect on the date accepted by the Executive Director. The Artist shall commence work immediately upon receipt of Authorization to Proceed. All work shall be completed, in accordance with the Contract, no later than **DATE** and the Contract end date will be **DATE**.

ARTICLE 4. CONTRACT SUM. CDB shall pay the Artist for the performance of this Contract the amount of **\$AMOUNT**. In consideration of payment of the sum, the Artist agrees to perform the Artwork and to transfer all rights, title and interest in the Artwork to CDB.

ARTICLE 5. INSURANCE. This Contract may require insurance.
Insurance (IS) (IS NOT) required.

ARTICLE 6. FUNDING. This contract will be deemed null and void if the General Assembly of the State of Illinois or other legally applicable funding source fails to make an appropriation or reappropriation sufficient to pay such obligation.

ARTICLE 7. USE OF SUBCONTRACTORS. Complete the following for all known subcontractors with subcontracts with an annual value of more than \$100,000.00. Submit a copy of the subcontract and all required disclosures.

Subcontractor's Name	Subcontractor's Address	Annual Value

ARTICLE 8. TAXPAYER IDENTIFICATION NUMBER.

Under penalties of perjury, 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: _____

Business Name (if any): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

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

Signature: _____

Date: _____

IN WITNESS THEREOF, this Contract has been duly entered into by the parties as of the date and year last written below.

ARTIST

**STATE OF ILLINOIS
CAPITAL DEVELOPMENT BOARD**

Artist Signature Date

Executive Director Date

Artist (Print name)

Witness Signature Date

Funds Available Date

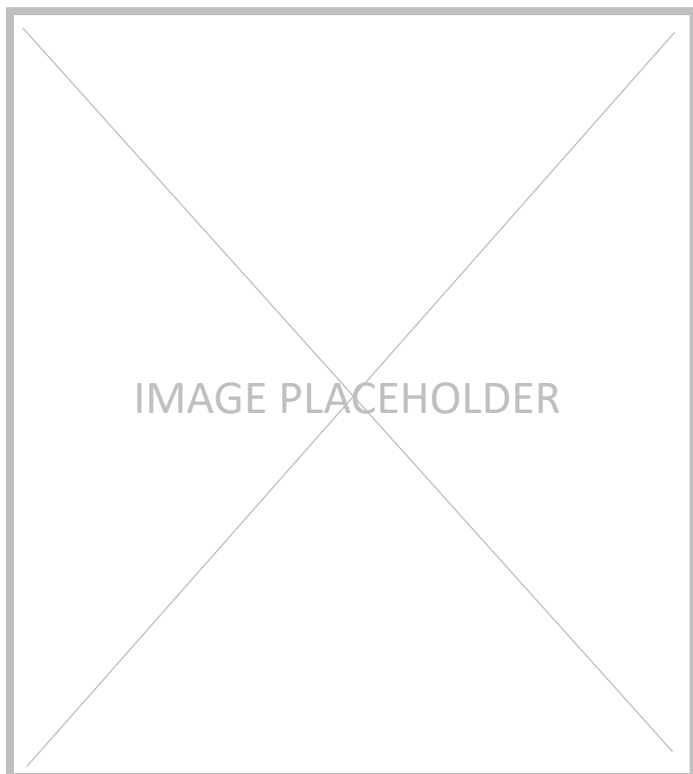
Witness (Print name)

State of Illinois
CAPITAL DEVELOPMENT BOARD
DESIGN PROPOSAL CONCEPT

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

The images shown here are to illustrate the agreed upon initial design proposal concept only is not final and is not approved by CDB for installation. CDB will approve the final design prior to installation.

Concept Statement: [Description]



initials_____

State of Illinois
CAPITAL DEVELOPMENT BOARD
ARTWORK
General Conditions of Contract

CDB PROJECT NO.:

CDB CONTRACT NO.:

PROJECT TITLE:

ARTIST NAME:

ARTIST ID NO.:

ARTICLE 1. DEFINITIONS

- A. **CAPITAL DEVELOPMENT BOARD.** Capital Development Board is the State Agency created by the General Assembly in Illinois Revised Statutes. ch. 127. para . 771 et seq., as amended, hereinafter referred to as "CDB."
- B. **PROJECT.** Project is the total construction designed by CDB, its Architect/Engineer (A/E), or agent in which the Artwork under this Agreement will be incorporated or displayed.
- C. **ARTIST.** Artist is the individual, partnership, firm, corporation or other business entity entering into the Agreement with CDB to perform the work under the Documents. The Artist is identified in the Artwork Contract.
- D. **ARTWORK.** The Artwork comprises the completed Artwork prepared for installation as specified by A/E drawings and such other services required of the Artist by the Documents. The Artwork includes all labor, materials, equipment, and services necessary for the performance of the Agreement.
- E. **USING AGENCY.** State agency or governmental entity benefiting from the project.

ARTICLE 2. CDB-RIGHTS AND RESPONSIBILITIES

- A. **AUTHORIZED REPRESENTATIVES OF CDB.** CDB has the right to designate authorized representatives to act on its behalf. CDB and its representatives shall at all times have access to the Artwork.
- B. **COORDINATION.** CDB will designate an Art-in-Architecture Coordinator to coordinate all activities between the CDB, Project Manager, Architect/Engineer, and Artist.
- C. **RIGHT TO TERMINATE THE AGREEMENT.** The Capital Development Board may terminate this Agreement:
 - 1. Upon 10 days written notice to the Artist if the termination is without fault on the Artist's part. In this case, the Artist will be entitled to a final payment or settlement, paid according to the schedule set forth in the *Article 7-Payment*, plus a proportionate part of the next scheduled installment determined by the percentage of completion of the Artwork reached at time of termination. The Artist shall deliver the Artwork to CDB in whatever form it exists at that time. The Artwork shall then become CDB's property for use without restrictions, except that it shall not be represented as the Artist's work.
 - 2. If the Artist fails or refuses to execute the work with such diligence as to allow timely completion in accordance with the Contract Time, the CDB will give the Artist written notice of intention to terminate and the reason therefor. Unless the violation shall cease, or satisfactory arrangements be made within 10 business days, CDB may terminate the Agreement.
 - 3. Upon the Artist's death or permanent disability.

- D. In the event of termination as set forth under *Article 2(C)2* or *3-Right to Terminate the Agreement*, CDB may exercise the option to take possession of the design, drawings, photographs, partially completed Artwork and materials and pay to the Artist or his estate the proportionate share of payment called for in *Article 7-Payment*, and complete the fabrication and installation of the Artwork at its expense. Exercise of this option by CDB does not prevent CDB from pursuing a remedy otherwise available to it by law and equity.
- E. **DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION.** Except as provided in this paragraph, CDB will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction. Before any party files litigation, it shall submit the dispute to ADR, and all parties and their subcontractors or agents who are involved in the dispute shall participate in the ADR. CDB expressly retains all its rights including, but not limited to, those contained in this document. CDB's exercise of its rights shall not be subject to ADR, but disputes concerning amounts due and owing are subject to ADR. Legal rights and remedies of any party that may be provided by law shall not be waived or tolled by participation in ADR, unless otherwise agreed in writing.
1. **Not a Cause for Delay.** CDB decisions or pending ADR shall not be cause for delay of the work. The Artist shall continue to perform the work, but such continuation shall not operate as a waiver of any of the Contractor's rights.
 2. **Definitions.**
 - a. **Dispute:** Any contested claim or matter growing out of the project or CDB's project contracts regarding payment or time for performance, but not including personal injury cases (including worker injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, or contract suspension or termination.
 - b. **Parties:** Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship. Parties shall also include any other entity holding a contract with CDB whose performance of its contract relates in any way to the dispute or claim.
 - c. **ADR:** ADR is a process conducted with the assistance of a neutral person or persons the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required. Forms of ADR that may be utilized include, but are not limited to, mediation, mini-trials, a dispute resolution board, or resolution through expert opinion, but do not include arbitration or binding decisions.
 3. **Cooperation.** In the event that disputes arise, CDB and the Artist agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, CDB and the Artist agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. CDB and the Artist agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the Artist and CDB agree to have in attendance a person with actual authority to resolve the dispute. When approval of CDB's Board is required, CDB personnel shall be exempt from the requirement but shall notify all concerned at the earliest possible time when it is apparent the Board approval will be required for ultimate resolution. If the parties to the dispute cannot agree on a form for ADR or a neutral to facilitate the ADR, then CDB shall make the determination and its determination shall be final.
 4. **Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by consultant hired by the individual.
 5. **Subcontractors and Suppliers.** The Artist shall require its subcontractors and suppliers to agree to and be bound by this provision.
 6. **Confidentiality.** All ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be disposed or called to testify in any subsequent litigation.

F. OWNERSHIP, COPYRIGHT, AND MORAL RIGHTS OF THE WORK.

1. All sketches, drawings, maquettes, mockups, models, photographs, reliefs, and any other materials relating to the Artwork shall become the property of the State of Illinois upon final payment. For purposes of this article of this Agreement, the CDB, Illinois State Museum or the Using Agency may exercise the rights and perform the obligation incident to this Agreement vested in the State of Illinois.
2. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*, except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional three-dimensional reproductions of the final Work or permit others to do so except by written permission of the User and CDB. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
3. The Artist grants to the User, CDB, the Illinois State Museum and their assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, educational materials, and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner.
4. The User and CDB shall use their best efforts to ensure all reproductions contain a credit to the Artist and a copyright notice substantially in the following form: ©[Artist's name], date of publication.
5. The Artist shall use his or her best efforts to give a credit reading substantially, "an original work commissioned by the Illinois Art-in-Architecture Program and owned by {User,}" in any public showing under the Artist's control of reproductions of the Work. The Artist shall in no way imply that the State of Illinois, CDB, or the User endorses the Artist.
6. The User and CDB are not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.
7. Artist expressly and forever waives any rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A associated with any use of the Artwork. This waiver includes recognition that the Artist waives any right under VARA that could
 - a. prevent the removal of the Artwork, or
 - b. form the basis of a claim that the relocation or removal of the Artwork distorts, mutilates, modifies, or destroys the Artwork in whole or in part, whether intentional or unintentional. Nor is the relocation or removal prejudicial to the honor or reputation of the Artist.

G. MAINTENANCE, ALTERATION AND NON-DESTRUCTION OF THE ARTWORK.

1. The CDB will not intentionally destroy, damage, or alter the Artwork in any manner. If, after completion of the Artwork an alteration is made by the CDB or by others, intentionally or otherwise, the Artwork will no longer be represented as the Artist's work without his written consent.
2. The User and/or CDB will consult with qualified Artwork conservation specialists before conservation, restoration, or repair to the Artwork.

ARTICLE 3. ARTIST- RIGHTS AND RESPONSIBILITIES

A. DESIGN AND COMPLETION OF THE ARTWORK. The Artist shall:

1. Perform all services and furnish all supplies, material, and/or equipment as necessary for the design and fabrication of the Artwork in accordance with the specified documents. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.

2. Determine the design and artistic expression of the work, subject to CDB's approval and direction.
3. Determine, in consultation with the CDB and its' agents, the scope of the work required by the Agreement, including:
 - a. Structural and technical work required for safe and permanent installation.
 - b. Commitment that finished work will be in substantial conformity in size and shape with approved design.
4. Prepare sketches, drawings, and models in connection with the Artwork and make them available to CDB for display at all times.
5. Arrange the transportation and installation of the Artwork in consultation with CDB and the Using Agency. If the Artist does not install the Artwork himself/herself, Artist shall supervise and approve the installation.
6. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
7. Provide necessary facilities for safe and permanent installations.
8. Be available with reasonable advance notice for meetings, ceremonies, and the like, as necessary.

B. REVIEW OF ARTWORK IN PROGRESS. CDB or its representative shall have the right to make reasonable inspection and review of the Artwork and the progress of the Artwork upon request. The Artist shall cooperate and make the Artwork available for viewing to CDB when such request is received.

C. PERMITS AND FEES

1. The Artist shall obtain and pay all permits and approvals pertaining to the Artwork required by authorities having jurisdiction over the project at the Artist's expense.
2. All travel and other expenses for the Artist, his/her agents or employees as required for the proper performance of the Artwork are included in the Agreement sum and are not reimbursable expenses under the Agreement.
3. The Artist shall be responsible for any and all gallery fees associated with the sale of the Artwork.
4. Purchases of materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales taxes.)
5. The Artist shall pay any and all applicable copyright, license, patent or other use fees or costs required in the performance of the Artwork.

D. AGREEMENT TIME.

1. The Artist, recognizing that the Agreement time is of the essence, shall perform the Artwork in such manner and with such sufficient equipment and forces to complete the Artwork by the date specified in the Agreement.
2. Extensions of Agreement time will be made for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Artist or of his subcontractors or suppliers, including but not restricted to:
 - a. Acts of God
 - b. Insurrections/riots
 - c. Acts of CDB, the A/E or the Using Agency

- d. Acts of other contractors in the performance of a contract with CDB
 - e. Fires, floods, epidemics, strikes, freight embargos, or other perils causing damage to the Artwork or Project.
3. Request for a time extension will not be considered unless made in writing to CDB within 15 calendar days after the cause of delay. In the case of a continuing cause of delay, only one request is necessary. CDB may grant Agreement time extensions either during the performance of the work or at the end of Agreement time. The grant of a time extension to the Artist shall not impair or prejudice CDB's rights hereunder.
 4. The Artist will not be entitled to any claim for damages or compensation from CDB on account of any delays except that the Agreement time will be adjusted for excusable delays, said extension of time granted herein being the Artists sole and exclusive remedy.

E. INSURANCE AND RESPONSIBILITY FOR DAMAGES DURING INSTALLATION.

1. The Artist shall bear the risk for all loss or damage to the Artwork, until CDB's final acceptance and such time that CDB makes final payment. The Artist shall also be responsible for all loss or damage to the project, the site and improvements thereon and the work of other contractors caused by his operation during the performance of the Agreement.
2. When deemed necessary by CDB, the Artist shall provide, at his/her expense, commercial liability insurance during the time of installation. This required insurance shall provide protection for the Artist from loss or damage to the project, the site and improvements thereon and the work of other contractors caused by the installation of his/her commissioned work. Proof of said insurance shall be provided to CDB prior to the installation and must be secured from a provider approved by the CDB Pre-qualification Unit.

F. SUBCONTRACTING OR ASSIGNMENT. Any subcontracting, assignment or transfer of all or part of the interests of the Artist in the Artwork covered by this Agreement shall be prohibited without the prior written consent of CDB in each instance.

1. If CDB gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such Artwork is subcontracted, assigned or transferred as fully as the Artist is hereby obligated.
2. Artist shall furnish in writing to CDB the name, address, and anticipated payments to any such approved subcontractor or assignee.

G. WAIVER OF RIGHTS. The Artist shall notify CDB in writing within one year of change in the Artist's address. Failure to give such notice shall constitute a waiver of the Artist's rights to notice under the Agreement.

ARTICLE 4. SCOPE

A. DESIGN CONCEPT

1. The Artist submitted a project design concept pursuant to a competition organized for the procurement of an Artist to design and fabricate an Artwork suitable for the current project.
2. After the execution of this Agreement, CDB shall notify the Artist if the project design concept requires any revisions for reasons including but not limited to ensuring physical integrity of the Artwork or its installation at the site. Such revisions will become part of the design.

3. When required, the Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the site. These drawings shall indicate any risks involved in the construction, integration, and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.
4. When required, the Artist shall present such drawings to a qualified engineer, licensed by the state and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artists shall provide the CDB with such certification.

B. FABRICATION

1. The Artist shall fabricate and install the Artwork in substantial conformity with the project design concept. The Artist may not deviate from the approved design without written approval of the CDB.
2. If upon review of the Artwork, CDB determines that the Artwork does not conform to the project design concept, CDB reserves the right to notify the Artist in writing of the deficiencies and that CDB intends to withhold the next budget installment.
3. The Artist will promptly cure the CDB's objections and will notify the CDB in writing of completion of the cure. The CDB shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the CDB's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the CDB within 30 days of the CDB's prior notification to the contrary. The CDB shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, Artwork will not be finally accepted until CDB has determined that the Artist has fully complied with the terms of the Agreement.
4. The Artist shall notify the CDB in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation.
5. CDB shall inspect the Artwork within 30 days after receiving notification pursuant to paragraph (4) of this section, prior to installation, to determine that the Artwork conforms with the project design concept and to give final approval of the Artwork. CDB shall not unreasonably withhold final approval of the fabricated Artwork. In the event that CDB does withhold final approval, the CDB shall submit the reasons for such disapproval in writing within 30 days of examining the fabricated Artwork. The Artist shall then have 30 days from the date of CDB's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the site unless the Artist has willfully and substantially deviated from the project design concept without the prior approval of CDB. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
6. CDB shall promptly notify the Artist of any delays impacting installation of the Artwork. The Artist shall be required to inspect the site prior to the transportation and installation of the Artwork and shall notify the CDB of any adverse site conditions that will impact the installation of the Artwork which are in need of correction.

C. INSTALLATION

1. Upon CDB's final approval of the fabricated Artwork, as being in conformity with the project design concept, the Artist shall deliver and install the completed Artwork to the site. Transportation fees shall be paid by the Artist.
2. The Artist will coordinate closely with CDB to ascertain that the site is prepared to receive the Artwork. Artist must notify Agency of any adverse conditions at the site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with CDB to ensure timely coordination with CDB's construction team. Artist may not install the Artwork until authorized to do so by CDB.

3. The Artist shall be present to supervise the installation of the Artwork. Upon installation of the Artwork, the Artist shall provide CDB with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The Using Agency is responsible for the proper care and maintenance of the Artwork.

ARTICLE 5. MODIFICATIONS

- A. **GENERAL.** CDB may, at any time, order changes in the Agreement time or in Artwork germane to the Agreement. The Artist may initiate requests for changes. Upon issuance of a Modification, the Artist shall promptly proceed with the Artwork as changed. No Artwork shall be changed without written approval of CDB.
- B. **CHANGES IN AGREEMENT TIME.** Adjustment in the Agreement time will be made by modification pursuant to the provisions of *Article 3(F) Agreement Time*.
- C. **CHANGED CONDITIONS.** Should the Artist encounter physical conditions at the site which differ materially from those indicated in the documents or from those ordinarily encountered and recognized as inherent in Artwork of the character provided for in the Agreement, the Artist shall give written notice to CDB before any such condition is disturbed. Under this provision, no claim by the Artist will be allowed unless the Artist has given the required notice. CDB will promptly investigate. If it determines that conditions differ materially from those which should have been reasonably anticipated, CDB will change the documents as necessary. If such conditions cause a change in Artist's cost, CDB may modify the Agreement sum.

ARTICLE 6. INSPECTION AND ACCEPTANCE

1. **INSPECTION.** The Artwork will be subject to inspection by CDB and the Coordinator at all reasonable times and at all places. All such inspections will be conducted in such manner as not to unreasonably delay the Artwork or increase the cost of performance.
2. **ACCEPTANCE.** When the Artist believes that the Artwork or any part thereof is substantially complete, he/she shall give five business days' notice to CDB, which will inspect the Artwork. When CDB determines that the Artwork is substantially complete, a Progress Payment will be made to the Artist as set forth in *Article 7-Payment*. Such payments will establish the date of substantial completion.
3. **WARRANTIES OF TITLE.** The Artist warrants that:
 1. The Artwork under the Agreement is a unique and solely the original product of the Artist's creative efforts.
 2. Except as otherwise disclosed in writing to CDB, the Artwork is unique and does not infringe upon any copyright or the rights of any person.
 3. The Artwork is an edition of one, unless otherwise noted in the CDB Artwork Contract.
 4. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
 5. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to the Agreement.
 6. The Artwork is free and clear of any liens from any source whatsoever.
 7. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

8. These representations and warranties shall survive the termination or other extinction of this Agreement.
9. Artist has not employed or retained any company or person other than a bonafide employee or established art agent for the Artist to solicit or secure the Agreement with CDB, and that the Artist has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or execution of the Agreement.

4. WARRANTIES OF QUALITY AND CONDITION

1. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice” or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance.
2. The Artist represents and warrants that the Artwork and materials used are not currently known to be harmful to public health and safety.
3. The Artist is not in breach of the contract if damage, deterioration, or defects are caused by negligence, neglect, or willful acts of the CDB or the Using Agency.
4. If within one year the Using Agency observes any breach of warranty described in this section that is curable by the Artist, the Artist shall, at the request of the Using Agency, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the Using Agency or CDB. The Using Agency shall give notice to the Artist of such breach with reasonable promptness.
5. If within one year the Using Agency observes a breach of warranty described in this section that is not curable by the Artist, the Artist is responsible for reimbursing the Using Agency for damages, expenses, and loss incurred by the Using Agency as a result of the breach. However, if the Artist disclosed the risk of breach in the project design proposal and the Using Agency and CDB accepted that it may occur, it shall not be deemed a breach for purposes of this section of this Agreement.
6. Acceptable Standards of Display. The Artist warrants and represents that:
 - a. General routine cleaning and repair of the Artwork and any associated parts will maintain the Artwork within an acceptable standard of public display.
 - b. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damage and will not cause the Artwork to fall below an acceptable standard of public display.
 - c. With general routine cleaning and repair, within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and peeling.
7. Manufacturer’s Warranties. To the extent that the Artwork incorporates products covered by a manufacturer’s warranty, Artist shall provide copies of such warranties to CDB.

The foregoing warranties are conditional and shall be voided by the material failure of the Using Agency to maintain the Artwork in accordance with the Artist’s specifications and the applicable conservation standards.

ARTICLE 7. PAYMENT--PROGRESS PAYMENTS. CDB will pay the Agreement sum in installments according to the progress of the Artwork. Progress payments will be made only when the Coordinator has signed the voucher indicating acceptance of the Artwork and approval for payment. Progress shall be in accordance with the following schedule.

- A. Twenty (20) percent upon the execution of this Agreement [\$5,200]
- B. Twenty (50) percent upon the commencement of fabrication [13,000]
- C. Twenty (20) percent upon the commencement of installation [\$5,200]
- D. Five (05) percent upon the final acceptance of the Using Agency [\$1,300]
- E. Five (05) percent upon the submittal of the maintenance manual [\$1,300]

State of Illinois
CAPITAL DEVELOPMENT BOARD
ART-IN-ARCHITECTURE

Standard Business Terms, Conditions, & Certifications- January 2024

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

Standard Business Terms and Conditions

1. **AVAILABILITY OF APPROPRIATION; SUFFICIENCY OF FUNDS:** This contract is contingent upon and subject to the availability of sufficient funds. CDB may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this contract have not been appropriated or otherwise made available to CDB by the State or the Federal funding source, (ii) the Governor or CDB reserves funds, or (iii) the Governor or CDB determines that funds will not or may not be available for payment. CDB shall provide notice, in writing, to the Vendor of any such funding failure and its election to terminate or suspend the contract as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice, unless otherwise indicated.
2. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.
3. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
4. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
5. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-

declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

6. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
7. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
8. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
9. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
10. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
11. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
12. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed

exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

13. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
14. CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
15. NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
16. MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
17. PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
18. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

STANDARD ILLINOIS CERTIFICATIONS

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract using the Standard Illinois 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 Illinois 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 is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services 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 representative of any existing collective bargaining unit or

units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
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 upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended by Pub. Act No. 97-0895 (August 3, 2012)*.
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 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 500/50-11, 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
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 neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions 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.

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. 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.
19. 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/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. 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.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.
25. Vendor 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.
26. 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 of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. 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.

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

30. 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.

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 with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

32. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

Date: _____

Signature: _____

Printed Name: _____

Title: ARTIST _____

Phone Number: _____

Email Address: _____

State of Illinois
CAPITAL DEVELOPMENT BOARD
INSURANCE REQUIREMENTS

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

ARTICLE 1. INSURANCE-GENERAL

- A. Pursuant to *Article 5, Installation Insurance* of the ARTWORK CONTRACT and *Article 3, Section E Insurance And Responsibility for Damages During Installation of Artwork* of the GENERAL CONDITIONS OF CONTRACT with the Capital Development Board (CDB), the Artist is required to provide, at the Artist's expense, commercial liability insurance at all times during the transportation of and installation of the artwork for this project.
- B. CDB shall exercise sole discretion to determine the acceptability of insurance.
- C. CDB and Using Agency must be named as additional insured on the certificate.
- D. The CDB project number and project title shown above must be listed on the certificate.

ARTICLE 2. REQUIRED COVERAGES

- A. **Comprehensive Auto Liability**--The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury \$500,000 per person per occurrence, and \$1,000,000 aggregate per occurrence	Property Damage \$500,000 property damage per occurrence, and \$1,000,000 aggregate per occurrence
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- B. **Commercial General Liability**

Bodily Injury \$1,000,000 per person per occurrence, and \$1,000,000 aggregate per occurrence	Property Damage \$500,000 property damage per occurrence, and \$1,000,000 aggregate per occurrence
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- C. **Worker's Compensation**

- 1. Worker's compensation insurance that meets the statutory requirements of the Illinois Workers' Compensation Act.
- 2. The Artist shall require all subcontractors to also carry coverage.
- 3. The coverage options are below.

Low Option

\$100,000 Employers Liability

High Option

\$500,000 Employers Liability

Other

If the Artist does not have any employees as defined by Illinois statute and regulation, and does not wish to cover himself or herself for Worker's Compensation, the Artist shall sign the following statement:

I do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above required Worker's Compensation insurance coverage.

Artist Signature

Date

Artist (Print name)

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$100,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$100,000 (annual value)

Project Name	
Vendor Name	
Doing Business As (DBA)	
Disclosing Entity	
Disclosing Entity’s Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe:

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
 (Complete only if bid, offer, or contract has an annual value over \$100,000)
 (Subcontractors with subcontract annual value of more than \$100,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: _____

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: _____

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5 POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$100,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: _____

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years 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? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment 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
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee 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

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$100,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: _____

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No

2. Within the previous ten years, have you had any professional licensure discipline? Yes No

3. Within the previous ten years, have you had any bankruptcies? Yes No

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No

5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. _____

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$100,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If “Yes”, please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

BIDDING & CONTRACT REQUIREMENTS
Document 00 41 09 – Certifications and Disclosures

RETURN WITH BID
STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship: _____

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____

RETURN WITH BID

STATE OF ILLINOIS

CERTIFICATIONS AND DISCLOSURES

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).

- 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:

Business Name:

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

Individual

Sole Proprietor

Partnership

Legal Services Corporation

Tax-exempt

Corporation providing or billing

medical and/or health care services

Corporation NOT providing or billing

medical and/or health care services

Governmental

Nonresident alien

Estate or trust

Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery (Corp.)

Limited Liability Company

(select applicable tax classification)

D = disregarded entity

C = corporation

P = partnership

Signature of Authorized Representative: _____

Date: _____

**Disclosure of Business Operations with Government of Iran
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.

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

2. ___ The following business operations are disclosed to comply with the above cited law:

Name of Company

Signature