

STATE OF ILLINOIS
CONTRACT
Central Management Services
Statewide Master Contract for IWIN Equipment
CMS5848520

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. DESCRIPTION OF SUPPLIES AND SERVICES
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In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS

CONTRACT

Central Management Services

Statewide Master Contract for IWIN Equipment

CMSS040120

VENDOR

Vendor Name: CDS Office Systems, Inc. DBA CDS Office Technologies	Address: 612 S Dirksen Parkway Springfield, IL 62703
Signature: <i>Ronald S. Clark</i>	Phone: 217-553-0726
Printed Name: Ronald S Clark	Fax: 217-753-4867
Title: Vice President of IT Sales	Email: RClark@cdsot.com
Date: 12/01/14	

STATE OF ILLINOIS

Procuring Agency or University: Central Management Services	Phone: 312-814-5655
Street Address: 100 W. Randolph	Fax: N/A
City, State ZIP: Chicago, IL. 60601	
Official Signature: <i>Simone McNeil by Jonelle Brent</i>	Date: 12/12/14
Printed Name: Simone McNeil by Jonelle Brent	
Official's Title: Acting Director	
Designee Signature:	
Designee Printed Name:	
Designee's Title:	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference # 14-84852 Project Title Statewide Master Contract for IWIN Equipment

Contract # CMS5848520 Procurement Method (IFB, RFP, Small, etc): IFB

IPB Ref. # 22033606 IPB Publication Date: 08/12/14 Award Code: A

Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No

Funding Source Obligation #

Small Business Set-Aside? Yes No

Minority Owned Business? Yes No Percentage

Female-Owned Business? Yes No Percentage

Persons With Disabilities Owned Business? Yes No Percentage

Other Preferences?

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Department of Central Management Services (CMS) is executing an indefinite quantity, statewide master contract with Vendor which will provide a purchasing mechanism for public safety entities throughout the state of Illinois for mobile data components (referred to as the Illinois Wireless Information Network (IWIN)). This includes, but is not limited to, Panasonic Toughbook laptops with the most up-to-date technologies (integrated CDMA/LTE modems and GPS capabilities), mounting and docking stations, in car printers, bar code scanners and other related equipment.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: Vendor shall provide the following equipment and the available upgrades listed in Section 2 Pricing, when requested by a State agency or entity (collectively, "Agency"), or an authorized outside entity, on an as-needed, if-needed basis. Orders against the contract shall be made by Agencies using a State approved form (e.g. Basic Ordering Agreement (BOA)) as the need arises. Other entities entitled to use the contract shall utilize their own individual purchase order. Any Vendor terms and conditions on the Vendor's ordering document(s) shall not apply to the contract or any orders. Orders written through and including the last day of the resulting contract shall be honored. Each individual order shall have its own ship to/bill to information. For each order, the purchasing Agency or non-State entity shall be solely responsible for all payments or other applicable obligations or disputes that may arise related to the order. CMS shall have no obligations or responsibilities related to orders placed by other Agencies or non-State entities. Nothing in this contract or elsewhere, including in any non-State approved forms, shall create any obligation to purchase, and make payments on, any products or services offered hereunder.

This contract shall be made available to all State agencies, boards, commissions and educational institutions (collectively, "Agency"). CMS also intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program (JPP) may utilize this contract. This authority is governed by the State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

Ruggedized Laptop Mobile Data Computer
Panasonic CF-31 ruggedized Laptop Mobile Data Computer
Ruggedized Mobile Data computer bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, Backlit keyboard, 320 Gig HDD, Battery Charger w/AC adapter, DVD Super MULTI Drive, LTE wireless modem (internal, Verizon Wireless approved), USB 3 Button mouse, carrying case, 3 year limited warranty and all necessary cables.
Mounting/Docking Hardware
Parts/Accessories:
500 Gig HDD
Fingerprint reader
2 GB Additional RAM for MDC
4 GB Additional RAM for MDC
Media bay 2nd battery
Extended Warranty for Year 4
Extended Warranty for Years 4 and 5
Semi- Ruggedized Laptop Mobile Data Computer
Panasonic CF-53 Semi-ruggedized laptop Mobile Data Computer
Semi-ruggedized laptop computer bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, 4GB Memory, 500 Gig HDD, Backlit keyboard, Battery Charger w/AC

adapter, Li-Ion Battery Pack, DVD Super MULTI Drive, LTE wireless modem (internal, Verizon Wireless approved), external mouse, carrying case, 3 year limited warranty and all necessary cables.
Mounting/Docking Hardware
Parts/Accessories:
4 GB Additional RAM for MDC
Extended Warranty for Year 4
Extended Warranty for Years 4 and 5
TOUGHPAD Rugged Mobile Data Tablet
Panasonic FZ-G1 Rugged Tablet (128 GB SS Drive with heater)
Mobile Data Rugged Tablet Bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, 8 GB Memory, 128 GB SS Drive with heater, Battery Charger w/AC adapter, LTE wireless modem (internal, Verizon Wireless approved), 3 year limited warranty and all necessary cables.
Mounting/Docking Hardware
Parts/Accessories:
Extended Warranty for Year 4
Extended Warranty for Years 4 and 5
Panasonic FZ-G1 Rugged Tablet (256 GB SS Drive with heater)
Mobile Data Rugged Tablet Bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, 8 GB Memory, 256 GB SS Drive with heater, Battery Charger w/AC adapter, LTE wireless modem (internal, Verizon Wireless approved), 3 year limited warranty and all necessary cables.
Mounting/Docking Hardware
Parts/Accessories:
Extended Warranty for Year 4
Extended Warranty for Years 4 and 5
Printer (In-car printer), Mobile Computing Solution
Brother Mobile Solutions PocketJet 6 Printer (In-car printer)
Printer bundle (Bundle includes: Printer, Ni-MH Battery, AC Adapter/Charger (110V) Cable, 100-sheets of Paper, USB Cable, Documentation, Carrying Case)
Brother Mobile Solutions PocketJet 6 Plus Printer (In-car printer)
Printer bundle (Bundle includes: Printer, Ni-MH Battery, AC Adapter/Charger (110 V) Cable, 100-sheets of Paper, USB Cable, Documentation, Carrying Case)
In Vehicle Video Capture
Panasonic Arbitrator 360 HD
Arbitrator MK3, HD Camera, 2.4 GHz Wireless Microphone, 256 GB SSD, No integrated Wireless, Wireless Mic Full Kit, TX,RX, Wiring harness, antenna, all accessories for ARM Mk3, Lind Panasonic Distribution Center for Arbitrator 360 Mark 3 (Box only NO CABLES), Trinus Black Leather Pouch for Arbitrator 360 Transmitter, Lind DB-25 F 36" DB-25 M, RoHS Compliant, GPIO Cable for Arbitrator 360, USB Ethernet Adaptor and Crossable RJ45 for Arbitrator 3.0, 3 year Warranty Standard
Parts/Accessories:
Integrated wireless "n" module
Back Seat Camera, Includes Cable
Side Camera, Includes Cable
Partial Mic Kit, TX and charging base, leather pouch, stand, AC Adapter for ARB
Double-WiFi Antenna
AC Adapter, Home charger for Wearable Camera
G-Force Sensor for Arbitrator Vehicle, includes cables
Arbitrator 360 Replacement Wiring Harness kit
LIND AC/DC Adapter Including Power Cord & ON/OFF Switch for ARBTR-KIT-VUE (Arbitrator InterView)
Siren Detector Cable

Annual Software Maintenance Agreement
Extended Warranty for Year 4
Extended Warranty for Years 4 and 5
Havis Mounting & Docking Solutions
Console & Mounted Arm Rest (or other proposed configuration) Printer bracket for proposed printer
Metal mounting bracket for scanner/image capture device (must be non-abrasive and capable of supporting the scanner proposed in a vertical position)
Charge Guard for laptop
Heavy Duty Base Plate
Printer Bracket w/ Hardware
Center Console Arm Rest Printer Bracket, hinged arm rest and forearm pad
Preloaded Software
Windows 7 Professional
Windows 8.1 Professional
Microsoft Office Pro
McAfee Anti-Virus Scan Security Suite w/Media
McAfee Anti-Virus Scan Security Suite 1 Year Sub
McAfee Anti-Virus Scan Security Suite 2 Year Sub
Windows Based IL Criminal Law & Traffic Law by Lexis Law Publishing (includes manuals)
Street Atlas USA
Symantec Antivirus Corporate Edition

1.3. MILESTONES AND DELIVERABLES: N/A

1.4. VENDOR / STAFF SPECIFICATIONS: Vendor shall remain authorized to do business in Illinois and be an authorized Reseller of all equipment throughout the term of the contract and any optional renewals.

1.5. TRANSPORTATION AND DELIVERY: All prices shown in Section 2 Pricing include transportation and delivery.

1.6. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has a total value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.6.1. Will subcontractors be utilized? Yes No

- Subcontractor Name: N/A

Amount to be paid:

Address:

Description of work:

All subcontracts must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor. If you are using a subcontractor(s) and are awarded a contract, you must provide to the State the Financial Disclosures and Conflicts of Interest for each subcontractor.

1.6.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.7. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: throughout the State of Illinois
Value of services performed at this location: each order will determine the value

- Location where services will be performed:
Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing shown below is based on the terms and conditions set forth in section 1 of this Contract.

Pricing Table	
Ruggedized Laptop Mobile Data Computer	Unit Price (1)
Panasonic CF-31 ruggedized Laptop Mobile Data Computer	
Ruggedized Mobile Data computer bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, Backlit keyboard, 320 Gig HDD, Battery Charger w/AC adapter, DVD Super MULTI Drive, LTE wireless modem (internal, Verizon Wireless approved), USB 3 Button mouse, carrying case, 3 year limited warranty and all necessary cables.	\$2,994.00
Mounting/Docking Hardware	\$ 620.00
Parts/Accessories:	
500 Gig HDD	\$ 138.00
Fingerprint reader	\$ 185.00
2 GB Additional RAM for MDC	\$45.00
4 GB Additional RAM for MDC	\$ 102.00
Media bay 2nd battery ¹	\$225.00
Extended Warranty for Year 4	\$181.00
Extended Warranty for Years 4 and 5	\$316.00
Semi- Ruggedized Laptop Mobile Data Computer	
Panasonic CF-53 Semi-ruggedized laptop Mobile Data Computer	
Semi-ruggedized laptop computer bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, 4GB Memory, 500 Gig HDD, Backlit keyboard, Battery Charger w/AC adapter, Li-Ion Battery Pack, DVD Super MULTI Drive, LTE wireless modem (internal, Verizon Wireless approved), external mouse, carrying case, 3 year limited warranty and all necessary cables.	\$ 1,904.00
Mounting/Docking Hardware	\$653.00
Parts/Accessories:	
4 GB Additional RAM for MDC	\$ 102.00
Extended Warranty for Year 4	\$181.00
Extended Warranty for Years 4 and 5	\$ 316.00
TOUGHPAD Rugged Mobile Data Tablet	
Panasonic FZ-G1 Rugged Tablet (128 GB SS Drive)	
Mobile Data Rugged Tablet Bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, 8 GB Memory, 128 GB SS Drive with heater, Battery Charger w/AC adapter, LTE wireless modem (internal, Verizon Wireless approved), 3 year limited warranty and all necessary cables.	\$ 2,361.00
Mounting/Docking Hardware	\$453.00
Parts/Accessories:	
Extended Warranty for Year 4	\$136.00
Extended Warranty for Years 4 and 5	\$268.00
TOUGHPAD Rugged Mobile Data Tablet	

Panasonic FZ-G1 Rugged Tablet (256 GB SS Drive)	
Mobile Data Rugged Tablet Bundle (Must include the above listed MDC and the following items: Microsoft Windows 7 Operating System, 8 GB Memory, 128 GB SS Drive with heater, Battery Charger w/AC adapter, LTE wireless modem (internal, Verizon Wireless approved), 3 year limited warranty and all necessary cables.	\$ 2,761.00
Mounting/Docking Hardware	\$453.00
Parts/Accessories:	
Extended Warranty for Year 4	\$136.00
Extended Warranty for Years 4 and 5	\$268.00
Printer (In-car printer), Mobile Computing Solution	
Brother Mobile Solutions PocketJet 6 Printer (In-car printer)	
Printer bundle (Bundle includes: Printer, Ni-MH Battery, AC Adapter/Charger (110V) Cable, 100-sheets of Paper, USB Cable, Documentation, Carrying Case)	\$302
Parts/Accessories:	
Brother Mobile Solutions PocketJet 6 Plus Printer (In-car printer)	
Printer bundle (Bundle includes: Printer, Ni-MH Battery, AC Adapter/Charger (110V) Cable, USB Cable, Documentation, Carrying Case)	\$361
Parts/Accessories:	
In Vehicle Video Capture	
Panasonic Arbitrator 360 HD	
Arbitrator MK3, HD Camera, 2.4 GHz Wireless Microphone, 256 GB SSD, No integrated Wireless, Wireless Mic Full Kit, TX,RX, Wiring harness, antenna, all accessories for ARM Mk3, Lind Panasonic Distribution Center for Arbitrator 360 Mark 3 (Box only NO CABLES), Trinus Black Leather Pouch for Arbitrator 360 Transmitter, Lind DB-25 F 36" DB-25 M, RoHS Compliant, GPIO Cable for Arbitrator 360, USB Ethernet Adaptor and Crossable RJ45 for Arbitrator 3.0, 3 year Warranty Standard	\$4,410
Parts/Accessories:	
Integrated wireless "n" module	\$193
Back Seat Camera, Includes Cable	\$361
Side Camera, Includes Cable	\$334
Partial Mic Kit, TX and charging base, leather pouch, stand, AC Adapter for ARB	\$165
Double-WiFi Antenna	\$117
AC Adapter, Home charger for Wearable Camera	\$62
G-Force Sensor for Arbitrator Vehicle, includes cables	\$220
Arbitrator 360 Replacement Wiring Harness kit	\$630
LIND AC/DC Adapter Including Power Cord & ON/OFF Switch for ARBTR-KIT-VUE (Arbitrator InterView)	\$131
Siren Detector Cable	\$37
Annual Software Maintenance Agreement	\$290.00 (vendor will prorate and provide additional discount based on quantity)
Extended Warranty for Year 4	\$227
Extended Warranty for Years 4 and 5	\$405
Havis Mounting & Docking Solutions	
Console & Mounted Arm Rest (or other proposed configuration) Printer bracket for proposed printer	\$243
Metal mounting bracket for scanner/image capture device (must be non-abrasive and capable of supporting the scanner proposed in a vertical position	\$45
Charge Guard for laptop	\$51
Heavy Duty Base Plate	\$60
Printer Bracket w/ Hardware	\$56
Center Console Arm Rest Printer Bracket, hinged arm rest and forearm pad	\$169

Preloaded Software	
Microsoft Office Pro	\$237
McAfee Anti-Virus Scan Security Suite w/Media	\$25
McAfee Anti-Virus Scan Security Suite 1 Year Sub	\$35
McAfee Anti-Virus Scan Security Suite 2 Year Sub	\$42
Windows Based IL Criminal Law & Traffic Law by Lexis Law Publishing (includes manuals)	\$42
Street Atlas USA	\$33
Symantec Antivirus Corporate Edition	\$35

Available Upgrades	
Toughbook CF-31 Upgrade:Core i5, 500GB HDD, 4GB RAM, TPM	\$621
Toughbook CF-31 Upgrade: Core i5, 500GB HDD, 4GB RAM, TPM PLUS GPS	\$978
Toughbook CF-31 Upgrade: Core i5,500GB HDD, 4GB RAM, TPM, GPS PLUS Smart Card Reader	\$1,175
CF-53 Long Life Battery Pack	\$136
CF-53 AC Adapter	\$72
Toughpad FZ-G1 Rotating Hand strap / Raised Corner Guard Bundle	\$90
Toughpad FZ-G1 Desktop docking station / port replicator for FZ-G1	\$320
Toughpad FZ-G1 iKey Folding Jump seat Keyboard	\$429
Brother Printers Upgrades	
Ni-MH Battery	\$30.00
AC Adapter/Charger(110V)	\$34.00
USB Cable	\$7.00
Letter Size Paper for above Printer (100 sheets)	\$10.00
Perforated thermal printer paper	\$10.00
PocketJet6 ENGINE ONLY	\$239.00
PocketJet 6 Plus Engine ONLY	\$303.00
14FT DC hard wired adapter	\$17.00
Available Upgrades to Toughbook Arbitrators	
900MHz Microphone with battery and AC Charging dock	\$165.00
Panasonic Arbitrator Jukebox Software	\$7,650.00
Wireless LAN Module Integration	\$125.00
Wireless mic full kit, Transmitter	\$410.00
Arbitrator MK3 Interview Room Kit with Power Supply & Pre-Amp Wired Mic	\$3,400.00
Trinus Black Leather Pouch for Arbitrator 360 Transmitter	\$25.00
Lind DB-25 F 36" DB-25 M, RoHS Compliant, GPIO Cable for Arbitrator 360	\$17.00
Additional Options for Havis Mounting & Docking Solutions	
Toughbook Screen Stiffener	\$46.00
High End Power Supply to Support all docks	\$125.00
Docking Station Dual Pass Upgrade	\$116.00
Available Misc. Accessories	
Cellular (4G) antenna- threaded bolt or permanent adhesive mount, TNC or SMA connectors, black or white	\$90
Combination Cellular (4G) and GPS antenna - threaded bolt or permanent adhesive mount, TNC or SMA connectors, black or white	\$100
Covert Cellular (4G) antenna	\$90

- 2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.
- 2.3 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$TBD without a formal change order. The maximum amount will be entered by the State prior to execution of the contract.
- 2.4 **EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.
- 2.5 **DISCOUNT:** The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.6 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
 - 2.6.1. Vendor's Price for the Initial Term: Per Pricing Tables above.
 - 2.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
 - 2.6.2.1 Agency/University Formula for Determining Renewal Compensation: TBD.
 - 2.6.2.2 Vendor's Price for Renewal(s): Per Pricing Tables above.

3. **TERM AND TERMINATION**

- 3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of 36 months. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.
 - 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
 - 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.
- 3.2 **RENEWAL:**
 - 3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
 - 3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
 - 3.2.3. The State reserves the right to renew for a total of 3 years in any one of the following manners:
 - 3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1 The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice on a per order basis. Send invoices to the address listed in the "Bill To" on each individual order.

- 4.2 ASSIGNMENT: This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, 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 contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** 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 pursuant 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/University, 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. 30 ILCS 500/20-65.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

- 4.9 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.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily

Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 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.
- 4.14 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.
- 4.15 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 check.
- 4.16 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 (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 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.
- 4.18 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, or State Purchasing Officer 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.
- 4.19 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.

- 4.20 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.
- 4.21 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.
- 4.22 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 (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties,

express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

4.25.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.25.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.27 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State does not waive sovereign immunity;

4.27.2 The procuring Agency and the State does not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State does not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the contract.

5. STATE SUPPLEMENTAL PROVISIONS

- Agency/University Definitions

Click here to enter text.

- Required Federal Clauses, Certifications and Assurances

Click here to enter text.

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

- Agency/University Specific Terms and Conditions

Click here to enter text.

- Other (describe)

Utilization Plan

Letter of Intent

STATE OF ILLINOIS STANDARD 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 Certifications in any subcontract used in the performance of the contract using the Standard 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.

6.1 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.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 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.

6.4 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.

6.5 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.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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).
- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 6.15 Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 Drug Free Workplace
- 4.20.1. 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.
- 4.20.2. 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.
- 6.21 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.
- 6.22 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.
- 6.23 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.
- 6.24 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.
- 6.25 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.

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- 6.26 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.
- 6.27 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.
- 6.28 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.
- 6.29 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.
- 6.30 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.

- 6.31 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.
- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

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

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

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- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

6.33 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).

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

CDS Office Technologies (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for IWIN Equipment IFB , Illinois Procurement Bulletin Reference Number 22,033,606 . We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate.

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: Crystal M Boyd

Title: Purchasing Specialist

Telephone: 217-541-3410

Email: CBoyd@cdsot.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

LETTER OF INTENT
BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: IWIN Equipment Master Project/Solicitation Number: 22033606

Name of Prime Vendor: CDS Office Technologies BEP/VSB Compliance Contact: Crystal Boyd

Address: 612 S Dirksen Parkway

City: Springfield State: IL Zip Code: 62703

Telephone: 217-541-3410 Fax: 217-753-4867 Email: CBoyd@cdsot.com

Name of Certified BEP or VSB Vendor: National Tek Services, Inc

Address: PO Box 6 BEP/VSB Compliance Contact: Terry Sharkey

City: Libertyville State: IL Zip Code: _____

Telephone: (847) 850-1202 Fax: (847) 850-1204 Email: Sales@tekservinc.com

Type of agreement: Services Supplies Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: 11/01/2014

Proposed 8 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known \$ _____

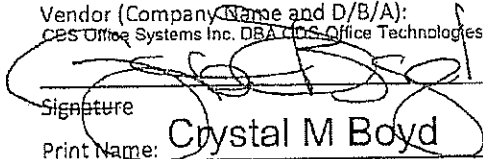
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

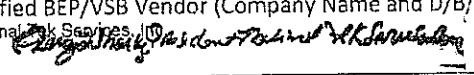
Microsoft Office Professional, McAfee Anti-Virus Scan Security w/Media, McAfee Anti-Virus Scan Security 1 Year Sub, McAfee Anti-Virus Scan Security 2 Year Sub, Symantec Antivirus

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified BEP VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A):
CDS Office Systems Inc. DBA CDS Office Technologies

Signature: 
Print Name: Crystal M Boyd
Title: Purchasing Manager
Date: 08/29/2014

Certified BEP/VSB Vendor (Company Name and D/B/A):
National Tek Services, Inc

Signature: 
Print Name: Terry Sharkey
Title: President
Date: 08/29/2014