

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Police Pursuit and Special Service Vehicles
22-416CMS-BOSS4-P-41049

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 Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor'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 upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

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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
JPMC Police Pursuit and Special Service Vehicles
22-416CMS-BOSS4-P-41049

VENDOR

Vendor Name: Sutton Ford, Inc.	Address: 21315 Central Ave.
Signature: [REDACTED]	Address (City/State/Zip): Matteson, IL 60443
Printed Name: Karen Sutton Ford	Phone: 708-720-8000
Title: Dealer Principal	Fax: 708-720-4035
Date: 04/11/2022	Email: kford@suttonautoteam.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	
Printed Name: Anthony Pascente by Will Stephens	
Official's Title: Acting Director by Agency Purchasing Officer	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 22-416CMS-BOSS4-R-100385
- Project Title: JPMC Police Pursuit and Special Service Vehicles
- Contract #: 22-416CMS-BOSS4-P-41049
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-27256
- BidBuy Publication Date: 2/28/22
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☒ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☒ Yes ☐ No Percentage: 100%
- Women Owned Business? ☒ Yes ☐ No Percentage: 100%
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** To establish a joint purchase master contract (JPMC) for police pursuit (PPV) and special service (SSV) vehicles to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units and qualified not-for-profit agencies with law enforcement component as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1 For purposes of this Contract, a police pursuit vehicle is rated for patrol and pursuit duty and special service vehicles are for departmental needs that do not require pursuit capability. PPV and SSV sport utility vehicles include crossover vehicles, provided all specifications are met.
- 1.2.2 Vendor will provide vehicles on as as-needed basis. PPVs and SSVs shall be new, unused and the manufacturer's current models in production at the time of order. Governmental units and qualified not-for-profit agencies with law enforcement component may be allowed to purchase new and unused previous model years vehicles with full manufacturer's warranty, referenced as leftovers.
- 1.2.3 All vehicles will be classified by the U.S. Department of Energy and the U.S. Environmental Protection Agency in the published Fuel Economy Guide. Vehicles will be fully compliant with all applicable federal and state laws, regulations, specifications, standards, and requirements. Vehicles shall conform to all applicable Federal Motor Vehicle Safety Standards and shall be designed, constructed, equipped, and installed to be fully suitable for their scope, intended use, purpose and service.
- 1.2.4 The Vendor will not display a dealer logo of any kind on any portion of the vehicle (e.g. decals, mud flaps, license plate frames, etc.).
- 1.2.5 Vendor will ensure that all new vehicle information, as required by applicable laws and regulations, shall be affixed at the time of delivery (e.g. window sticker, Environmental Protection Agency {EPA} mileage information, body builder certification, etc.).
- 1.2.6 All vehicles must adhere to the following criteria:
- 1.2.6.1 Unless the State specifies otherwise in the Contract, all vehicles must be equipped with all original manufacturers' equipment advertised as standard consumer equipment. Deletions of standard equipment offered by the manufacturer is not permitted.

All standard equipment, including any optional equipment indicated shall be original manufacturer's equipment, shall not consist of substitute of aftermarket equipment unless the equipment is not offered by the manufacturer, installed and fully functional upon delivery.

- 1.2.6.2 All vehicles must comply with all applicable Federal and State motor vehicle safety standards and governmental emission requirements in effect at the time of purchase.
- 1.2.6.3 All vehicles delivered must include a minimum of one quarter (1/4) tank of fuel as registered by the vehicle fuel gauge at time of delivery. Electric and hybrid vehicles will be charged.
- 1.2.6.4 All vehicle engine types that require antifreeze must be permanent type and sufficient to protect the vehicle's system down to negative 34°F (-34°F). Radiator to be so notated in a semi-permanent manner (e.g. tagged).
- 1.2.6.5 All PPV vehicles must be equipped with original manufacturer tires of the size and load range required by the manufacturer for the vehicle model and/or gross vehicle weight rating (GVWR) and pursuit rated.

All SSV vehicles must be equipped with original manufacturer tires of the size and load range required by the manufacturer for the vehicle model and/or gross vehicle weight rating (GVWR), unless specified otherwise.

If called for or offered as standard equipment, spare tire, wheel, and carrier (hold down) to be included on all vehicles.
- 1.2.6.6 All applicable vehicles are to include a wheel wrench and lifting device (such as a mechanical or hydraulic jack) capable of lifting the vehicle under the maximum rated load to remove and replace any wheel. If the vehicles do not come with the option, it must be equipped with an alternative such as a compressor and sealant kit to temporarily fix a flat tire from a typical puncture.
- 1.2.6.7 Vendor will provide options and trim packages as applicable to the category of the PPV or SSV. Options and trim packages may include, but not be limited to engine block heater, seat delete, 3rd row bucket seats, flex tailgate, all-wheel drive, assist steps/running boards, dark mode, off-road tires, tow package, 4-wheel drive, and all terrain tires.
- 1.2.6.8 Additional emergency red/blue/amber/clear warning equipment is defined as oscillating lights, rotating lights, flashing lights, siren, or any

combination thereof on, or within police vehicles. A full emergency warning equipment package means a marked or unmarked vehicle with front and rear lights, a siren, an operable camera and a working mobile or portable police radio. All wiring will meet all regulations, installed and functional at time of delivery required for the use of the PPV and/or SSV, such as SEA International (formerly the Society of Automotive Engineers).

Wiring for options will meet all proper standards with quality connectors and materials for any installation as follows:

- a. Wiring shall be fastened and protected to prevent the possibility of damage.
- b. Conduit shall be utilized for all exposed wiring with grommets protecting the wire when running through metal or sharp surfaces.
- c. All connections shall utilize weather pack terminals and adhesive style heat-shrink tubing for corrosion resistance. Scotch locks and butt connectors are not allowed.
- d. All fuse holders shall be rated for the amperage demands.
- e. All fuse holders subject to the weather shall be of weatherproof design.
- f. All accessory fuse panels shall have protective covers and shall be installed inside the cabin when possible.
- g. All individual light circuits and individual accessory circuits shall be fused, or circuit protected independently.
- h. All circuits operated by a relay shall not exceed 80% of its rated load when fully loaded.
- i. All wiring shall be of adequate size and of the correct insulating value for the intended load and location.
- j. Connections to the vehicle wiring shall meet OEM standards.

- 1.2.7 There is no guarantee of quantities for actual orders or usage. Vendor shall furnish all requirements during the contract period.
- 1.2.8 Governmental units and qualified not-for-profit agencies may utilize their own purchase order system.
- 1.2.9 The Vendor will provide the ordering entity with the necessary information for title, licensing, registration, and warranty, etc.
- 1.2.10 In the event that a PPV or SSV model is discontinued and to ensure availability of vehicles to governmental units and qualified not-for-profit agencies, the Vendor may be requested to provide an alternate model meeting specifications and any alternative fuel requirements. Any substitutions for discontinued PPVs or SSVs will be accomplished through a formal amendment.

- 1.2.11 Per Section 5040.210 of the Fuel Economy Standards, all new passenger automobiles purchased or leased by any State entity or used passenger automobiles obtained from Property Control (including inter-agency transfer) must be rated by the U.S. Environmental Protection Agency as meeting the minimum average fuel economy for the model year of the automobile, in miles per gallon, imposed upon manufacturers of vehicles pursuant to Title V of the Motor Vehicle Information and Cost Savings Act (15 USC 2001 et seq.) as amended.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Vendor shall ensure that PPVs and SSVs are completely prepared for delivery in accordance with the manufacturer's specifications and options ordered. All ordered options will be installed and functional prior to delivery.
- 1.3.2 Vendor will provide an accompanying owner/operator manual for each PPV and/or SSV ordered. This manual shall provide detailed instruction for general/scheduled maintenance as well as the repairs normally undertaken during the life of the vehicle. Manual(s) may be in hard copy or electronic, as requested by the ordering entity.
- 1.3.3 Vendor shall furnish the warranty card for each vehicle, imprinted with the name of the governmental unit or qualified not-for-profit agency that is being invoiced for the purchase. For governmental units deemed State Agencies, indicating "State of Illinois" is not sufficient identification on the warranty card.
- 1.3.4 Vendor will ensure that all governmental units and qualified not-for-profit agencies that have made purchases receive timely updates of information related to vehicle warranties, recall notices, services manuals, service bulletins and services schooling available.
- 1.3.5 It is the Vendor's responsibility to inform CMS of the manufacturer's order start up and cut-off dates for the PPVs and SSVs.
- 1.3.6 Vendor will provide the name and availability information for the diagnostic software/tools necessary for the repair and maintenance of the vehicle, if requested. This may include all allied equipment provided with the vehicle.
- 1.3.7 For governmental units such as the Illinois State Police or Secretary of State: If the delivery time of the vehicle(s) and State's receipt of the applicable invoice will not occur on or before July 31st, then it shall be the responsibility of the Vendor to inform CMS and mutually agree upon a new order cut-off date for

State of Illinois vehicles that would allow vehicles to be delivered and invoiced on or before July 31st.

- 1.3.8 The Vendor has the right not to accept orders after the model year order cutoff date has been issued by the manufacturer until pricing has been mutually agreed upon for the next model year. If the Vendor and the State are unable to come to a mutual agreement, CMS reserves the right to cancel the contract.
- 1.3.9. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following (see example):

Line Item #	Description	Quantity	Identify the governmental unit or qualified not-for-profit agency
1	PPV Sedan flex fuel	9	The Illinois Toll Highway Authority
2	PPV Sedan V6 gasoline	2	Carbondale Police Dept.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

1.4. VENDOR / STAFF SPECIFICATIONS:

- 1.4.1. The Vendor shall be the manufacturer, or an authorized dealer or distributor of the police pursuit and/or special service vehicles needed.
- 1.4.2 The Vendor must be capable of providing genuine parts, assemblies and accessories as supplied by the original equipment manufacturer (OEM) for basic SUVs and options. Remanufactured and/or reconditioned equipment will not be accepted.
- 1.4.3 The Vendor shall be capable of furnishing original product warranties and other information regarding manufacturer's related services including, but not limited to vehicle information and vehicle recall notices.
- 1.4.4 The Vendor may be required to submit a letter from the manufacturer to evidence the Vendor's authority to distribute the manufacturer's equipment at CMS' request.

- 1.4.5 Vendor will designate a customer service representative who shall be responsible for addressing ordering and purchasing questions and issues pertaining to this Contract.

Kyle Mohrbach, kmohrbach@suttonford.com, 708-720-8013

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Vendor's pre-delivery services must be performed in accordance with the manufacturer's procedures and shall include but not be limited to cleaning the vehicle(s): interior minimum of vacuuming and wiping down all surfaces, washing windows; exterior minimum of washing that entails removal of dirt, pollen, debris, snow and ice, washing windows, and installation of options that are not factory installed.

- 1.5.2 Delivery will include F.O.B. Destination to any location within the State of Illinois. The minimum order is one (1) vehicle.

- 1.5.3 At the time of delivery, the Vendor must provide the following information to the purchaser:

1.5.3.1 A certificate of origin for each vehicle.

1.5.3.2 Two (2) identical delivery tags must accompany each vehicle. The delivery tags must include the following information:

- a. Purchasing governmental unit or qualified not-for-profit agency
- b. Purchase Order number
- c. Line Item number
- d. Vehicle Identification Number (VIN)
- e. Equipment number of trade-in (if applicable)
- f. Signature block for receiving individual
- g. Key Coding number to be provided with each vehicle
- h. State of Illinois Tax form RR-556, as revised
- i. Mileage certification form

1.5.3.3 Two (2) copies of the Vendor's invoice which shall contain similar information as required on the delivery tag.

1.5.3.4 No documents are to be signed by the purchaser acknowledging receipt of a vehicle if the document contains terms of the sale, nor shall any other language on these documents change or alter the terms of the contract. The person signing and acknowledging receipt of the vehicle(s) is not authorized to change or alter the terms of any State agreement.

1.5.3.5 Vehicles(s) will not be accepted if the Vendor does not meet the requirements of this Section.

1.5.4 At CMS' discretion, the Vendor may be required to complete a pre-delivery checklist provided by the State for every PPV and/or SSV purchased by a State Agency as defined under this Contract.

1.5.5 A large quantity order may necessitate the establishment of a delivery schedule. The Vendor may not accelerate a delivery schedule without the purchaser's written permission.

1.5.6 Deliveries to governmental units such as CMS Division of Vehicles, Illinois State Police, Secretary of State, and Illinois Toll Highway Authority shall be Freight on Board (F.O.B.) Destination to the following locations Monday through Friday, 8:30 a.m. to 2:00 p.m. CST except Federal and State holidays:

Central Management Services, 200 East Ash Street, Springfield IL 62704

Central Management Services, 595 South State Street, Elgin IL 60123

Illinois State Police, 601 Sangamon Avenue, Springfield, IL 62702

Illinois Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515

Illinois State Tollway, 3460 Finley Road, Downers Grove, IL 60515

Vendor shall notify the contact person listed on the Release Purchase Order at least two (2) business days prior to the actual date of delivery. No deliveries shall be made without advance notice.

1.5.7 Deliveries to other governmental units and qualified not-for-profit agencies shall be arranged F.O.B. Destination between the ordering entity and the Vendor, unless the governmental unit or qualified not-for-profit agency accepts F.O.B. Vendor's place of business with no delivery charge.

Vendor shall notify the contact person listed on the purchase order at least two (2) business days prior to the actual date of delivery. No deliveries shall be made without advance notice. The cost for delivery to a governmental unit or qualified not-for-profit agency is dependent upon the number of vehicles ordered.

1.5.8 Governmental units and qualified not-for-profit agencies reserve the right to inspect each vehicle after delivery to determine whether the vehicle(s) meets the contract and order specifications. If within thirty (30) days of delivery, it is determined that any PPV and/or SSV does not meet the contract or other specifications, the governmental unit or qualified not-for-profit agency at its sole discretion may:

1.5.8.1 Reject the vehicle(s), in whole or in part, and return them to the Vendor at the Vendor's expense, at which time the governmental unit obligations to the Vendor as to the rejected goods shall become null and void.

1.5.8.2 Require the Vendor to conform the vehicle(s) to contract and/or order specifications. This work shall be performed properly within the time limits established by the governmental unit or qualified not-for-profit agency and at no cost to the ordering entity.

1.5.9 Vendor will apprise CMS BOSS or ordering entities with most current ordering and delivery timelines (i.e. 85 days, 120 days, etc.).

If Vendor is unable, or anticipates that it will not be able, to fulfill an order in accordance with the requirements of the contract, Vendor will submit a request to delay order fulfillment to the ordering entity in writing within [30] calendar days of receipt of the applicable order and will include in such request its best estimate of the duration of the delay and the reasons for the delay. At the ordering entity's discretion, the entity may choose to approve the delay or be relieved from its obligations to purchase any quantities of supplies or equipment in such order and may cancel such quantities effective upon notice to the Vendor. The ordering entity may elect to pursue alternative sources to fulfill the obligations of the canceled order. Vendor shall, at its own cost, use commercially reasonable efforts to remedy any shortage of supply and resume meeting the requirements of the Contract as soon as possible.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other

monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is 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 this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. 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: 21315 CENTRAL AVE., MATTESON, IL 60443

% Value of services performed at this location: 98

- Location where services will be performed: 2645 FEDERAL SIGNAL DR., UNIVERSITY PARK, IL 60484

% Value of services performed at this location: 2

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Pricing shall be submitted by entering the cost per unit of measure based and percent discount, as applicable, on each line item in BidBuy. Prices and percent discounts must include all installation of options, systems and/or packages. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING:

- 2.5.1. The percent discounts for options and delivery prices will remain firm for the entire term of the contract.
 - 2.5.1.1 The cost of such individual accessories, options, or packages (MSRP) to which the percent discount will be applied may fluctuate based on the manufacturer and the most current approved price lists.
 - 2.5.1.2 For any price adjustments within the MSRP, the Vendor will submit a written request and an updated MSRP in a catalog, Excel/CSV, or PDF format to CMS BOSS no more than annually.
 - 2.5.1.3 Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from CMS BOSS.
 - 2.5.1.4 Once approved by CMS BOSS, the updated MSRP will be added to the PO without a formal amendment. Updated MSRP changes cannot be applied to release orders executed prior to CMS BOSS approval.
- 2.5.2 Model Year Economic Adjustment for PPV and SSV Vehicles
 - 2.5.2.1 In the event the vendor's quoted price for the vehicles covered by this contract should increase due to manufacturer's mandated changes in standard equipment on the vehicle from model year to model year, the contract price(s) may, upon submission of written proof of such

increase, and approval by the State of Illinois, be adjusted by an amount sufficient to compensate the vendor for such increase.

- 2.5.2.2 The claim for such adjustment must include, as applicable, a certification from the Vendor verifying cost at the time of the award and at the time of the requested increase and a letter from the Manufacturer verifying the increase.

The increase will be only applicable to the manufacturer's cost to the Vendor, no increase or change in the vendor's overhead, profit or other factors will be approved.

- 2.5.2.3 The State reserves the right to ask for invoices, published price lists, or any other evidence establishing vendor's cost to support the requested increase.

- 2.5.2.4 In all cases, the vendor must file a claim for such adjustment at the beginning of the new model year before delivery of vehicles to ordering entities.

The increase shall be equal to or less than the manufacturer's published dealer cost.

- 2.5.2.5 Claims for economic adjustment will not apply to release orders executed prior to the date CMS approved the requested increase.

- 2.5.2.6 Once approved by CMS, contract pricing will be adjusted without a formal amendment.

- 2.5.2.7 If the vendor has excessive complaints filed against them for non-delivery or poor quality, the request may be denied until such time as all past complaints are resolved.

- 2.5.2.8 In the event the price should decrease due to manufacturer's mandated changes in standard equipment for a model year during the contract period, the vendor shall adjust the price downward to completely and precisely account for such decrease. Such decreases shall become effective upon the effective date of the manufacturer's mandated change. It is the responsibility of the vendor to notify CMS of any such decrease.

2.5.3 Market Adjustment

- 2.5.3.1 An economic adjustment which is not based on the model year may be requested by the Vendor or the State to the price of all Contract Line Items. The State may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following

criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit or overhead of any kind.

2.5.3.2 If approved by the State, such economic adjustments not based on the model year are limited to one upward price adjustment during any given twelve (12) month period.

2.5.3.3 Verifiable documentation of such changes, including but not limited to, invoices or official price bulletins, etc., from the Vendor's supplier, shall be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

2.5.3.4 In all cases, the vendor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.

2.5.3.5 If the vendor has unresolved complaints filed against it for non-delivery of or poor-quality service, the increase request may be denied until such time as all past complaints are resolved to the satisfaction of the State.

2.5.3.6 Once the increase is approved by CMS, contract pricing will be adjusted without a formal amendment.

For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This joint purchase master contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has a term of five (5) years commencing upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

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:** not applicable

- 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 thirty (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.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation 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 Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency 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 in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) 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 Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 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 to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed, and expenses incurred are as allowed in this 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's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or 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 this 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 fifteen (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 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. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this 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 (3) 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 (3) 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 their respective records for five (5) 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 this contract or any subcontract 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 or subcontractor'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 this 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 this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, 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 this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this 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 that 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 the 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 real or personal 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 this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the 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 the 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 venturer 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 subcontractor's officers, employees, or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** 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 dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein 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 this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does 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 or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this 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 its contact information.
- 4.21 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.
- 4.22 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 this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 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) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. 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.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. 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.

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

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 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.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute with a law enforcement component.
- 5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government and (3) has a law enforcement component.

☐ Required Federal Clauses, Certifications and Assurances

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

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

☒ Agency Specific Terms and Conditions

- 5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies with law enforcement component.
- 5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies with law enforcement component.
- 5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency with law enforcement component.
- 5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency with law enforcement component separately for its actual share of the costs of the supplies or services purchased.
- 5.8. The credit or liability of each governmental unit or qualified not-for-profit agency with law enforcement component shall remain separate and distinct.

- 5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies with law enforcement component shall be resolved between the affected parties.
- 5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.
- ☒ Other (describe)
- 5.11 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.