*The following information will become the contract between the awarded vendor and the \*enter full state agency name\*. Instructions and requirements to submit a bid response are found in the attachment titled “Invitation for Bid Vendor Instructions and Requirements”.*

*Agency full Name (do not abbreviate)*

Contract

*Title of the Procurement*

*BidBuy Bid Number*

1. SCOPE OF WORK
	1. OVERVIEW AND PURPOSE

*This will include the overall goal of the project. This section should address the existing problem and how it will be solved.  This should also include who is using the services being requested.  This is where we give an overview and address who, what, when, where, and why.*

*Provide a clear, concise, & easily understandable description of the agency’s requirements  It may include:*

* *Project/engagement deliverables: tangible outcomes to be produced by vendor (milestones and deliverables will be detailed below).*
* *Figures, Diagrams, & Agency Reference documents: supporting explanation would be in this section. Diagrams could be attached.*
* *Attach exhibits to make this easier to follow (i.e. drawings, specs,*

*pictures, site plans, etc.)*

*If this contract is or will be the result of a Joint Purchase, enter the appropriate Joint purchase or joint purchase master contract language in this section.*

* 1. SUPPLIES AND/OR SERVICES REQUIRED

*This section shall contain all products/services required to successfully meet the needs of the agency. The agency should explain what will be needed to accomplish the work being bid. Here we detail how the contractor will address the overall goal of the project. This should be as specific as possible in identifying the agency’s needs without copy and pasting product-specific specifications.*

*Specifications may be in the line item or detail specifications may be here and correlate to a specific line item. Point to the line item for each, and within the line item refer back to the specific subsection.*

* 1. MILESTONES AND DELIVERABLES

*Milestones may apply to supplies or services. For services this section will indicate when/how often specific services are performed or completed. Milestones are control points in the project life cycle. This should include the initiation, planning, implementation, and closure. If there are specific milestones within the project or engagement, list them here. If specific dates are not known, provide a number of days from execution.*

*Deliverables are the outputs of the project. Examples are reports, software and hardware. How often will the vendor need to provide the outputs? Deliverables may also apply to supplies or services. For supplies, the item(s) you want to be delivered would be listed here. In the case of services, when possible break out the service or project into stages and list them here.*

*To complete this section, address when supplies/services are required.  Additionally, if there are certain supplies/services that must be completed by a specific date or in a certain timeframe, they would be included in this section. This includes detailed instructions for the vendors and agency on how the contract will be used. For example, how orders will be placed or who orders will come from.*

*Bonding requirements would be included in this section.*

* 1. VENDOR/STAFF SPECIFICATIONS

*When applicable, explain what the vendor/staff specifications are. If this section does not apply remove it.*

*Example: Each security guard must pass a background check and have completed First aid/CPR training or Vendor must be an authorized reseller.*

*Detail here what is required of both vendor or vendor’s staff.  Vendors need to know about any required certifications, trainings, ongoing maintenance, and general expectations of the vendor to fulfill the agency need.  This is where the agency can also detail staff being allocated to the project.*

*This may include the requirement that the vendor be an authorized reseller of the items being procured, or licensure.*

* 1. TRANSPORTATION AND DELIVERY

*This is the section to explain the requirements of delivery and transportation when items are going to be shipped or transported.*

*Include time constraints of delivery and location requirements and whether the site has a forklift or dock. Mention if special road conditions or restrictions are applicable at the delivery site.*

*Freight on Board (FOB) Destination is the best way to ensure that all bidders include the price of shipping in their pricing.*

* 1. **PRICING**
		1. 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 firm.
		2. VENDOR’S PRICING:Vendor’s pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this contract the BidBuy Purchase Order as it contains the agreed pricing.
		3. ECONOMIC ADJUSTMENTS:Agency will explain how adjustments will be determined and when they are allowed. The Agency will detail how adjustments will be calculated, state which Consumer Price Index (CPI), Producer Price Index (PPI) or other index will be used, and explain what might trigger an adjustment or how often adjustments may be made. Reference to the index used must be included in this section. Agency must specify if adjustments are allowed during the initial term, only at renewal, or at other specified intervals. Remove this section if it does not apply.
		4. RENEWAL COMPENSATION: If the contract is renewed, the price shall be at the same rate as for the initial contract term, unless a different compensation or formula for determining the renewal compensation is stated in this section.
			1. Agency Formula for Determining Renewal Compensation: Click here to enter text.
			2. Vendors renewal pricing is per the quote upon which the award was determined. Quote number ENTER QUOTE NUMBER. The awarded quote number will be entered by the State prior to execution of the contract.
	2. MAXIMUM AMOUNT:The total payments under the initial term of this contract shall not exceed $Click here to enter text without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.
1. **TERM AND TERMINATION**
	1. TERM
		1. TERM OF THIS CONTRACT: The contract resulting from this procurement will have an initial term commencing upon *ENTER DATE OR USE* “the last dated signature of the Parties” and ending on *ENTER DATE*.In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years.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.
		2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): *Remove this section and section I.F.4 and subcategories if renewals are not applicable.*
			* Renewal #1: *ENTER RENEWAL TERM SUCH AS January 1, 2023 through December 31, 2023 ADD LINES IF NEEDED*
			* Renewal #2*: i.e., January 1, 2024 through December 31, 2024*
			1. Any renewal of the resulting contract is subject to the same terms and conditions that apply to the initial term of the contract unless otherwise provided.  The State may renew the 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.
	2. **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.

* 1. **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.

* 1. **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.
1. **STANDARD BUSINESS TERMS AND CONDITIONS**
	1. **PAYMENT TERMS AND CONDITIONS:**
		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 III. 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.
		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.
		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. 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 ([*https://labor.illinois.gov*](https://labor.illinois.gov)) to ensure understanding of prevailing wage requirements.
		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.
		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 August 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.
			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.
			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: | Click here to enter text |
| Attn: | Click here to enter text. |
| Address: | Click here to enter text. |
| City, State Zip | Click here to enter text. |

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

* + 1. **ASSIGNMENT**: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
		2. **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are 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 Standard Illinois 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, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
		3. **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. **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.
		5. **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.
		6. **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.
		7. **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.
		8. **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.
		9. **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 and 1973 Illinois Attorney General Opinion 78, 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.
		10. **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.
		11. **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.
		12. **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.
		13. **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.
		14. **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.
		15. **APPLICABLE LAW:**
			1. **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
			2. **EQUAL OPPORTUNITY:** The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
			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. 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. **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*](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
			5. **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.
		16. **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.
		17. **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.
		18. **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.
		19. **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.
		20. **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.
		21. **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.
		22. **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.
		23. **WARRANTIES FOR SUPPLIES AND SERVICES:**
			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.
			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.
			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.
		24. **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.
		25. **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.
		26. **SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in Vendor’s supplemental terms and conditions, or in any licensing agreement attached hereto:
			1. The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);
			2. The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
			3. The procuring Agency and the State do 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. 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, except as attached to this Contract.
			5. The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
			6. Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;
			7. Vendor’s liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and
			8. Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
		27. **SECURITY REQUIREMENTS:** The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

An information security risk assessment, data classification and system categorization process, and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment and data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards.

<https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>

Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 5, Security and Privacy Controls for Federal Systems and Organizations. https://doi.org/10.6028/NIST.SP.800-53r5. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 5 with the Cloud Security Alliance controls at CSA (cloudsecurityalliance.org).

State and Federal laws, rules, and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards, and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

• Illinois Identity Protection Act (5 ILCS 179)

• Illinois Personal Information Protection Act (815 ILCS 530)

• The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99)

• Federal Bureau of Investigations Criminal Justice Information Services (“CJIS”) Security Policy, version 5.5, issued June 26, 2016

• Federal Centers for Medicare & Medicaid Services (“CMS”) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.

• Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (“ARS”) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

* 1. **ATTACHMENTS**
		1. **Financial Disclosures (including Illinois Procurement Gateway print-off if appropriate)**
		2. **Business Enterprise Program Utilization Plan**
		3. **Veteran Small Business Participation and Utilization Plan**
		4. **Illinois Standard Certifications**
		5. **Construction/Bonding attachments**
		6. **State of Illinois Offer Document**
	2. **STATE SUPPLEMENTAL PROVISIONS**

 [ ]  Agency 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, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

Click here to enter text.

[ ]  Agency Specific Terms and Conditions

Click here to enter text.

[ ]  Other (describe)

Click here to enter text.

*Add Agency Definitions, Agency specific Terms and Conditions and Required Federal Clauses, Certifications and Assurances if applicable.*

*Agency Name*

*Title of the Procurement*

*BidBuy Bid Number*

**VENDOR**

|  |  |
| --- | --- |
| Vendor Name: Click here to enter text. | Address (City/State/Zip): Click here to enter text.  |
|  | Phone: Click here to enter text.  |
| Printed Name: Click here to enter text. | Email: Click here to enter text. |
| Title: Click here to enter text. | Date: |
| Signature: |  |

**STATE OF ILLINOIS**

|  |  |
| --- | --- |
| Purchasing Agency: Click here to enter text. | Phone: Click here to enter text. |
| Street Address: Click here to enter text. | Email: Click here to enter text. |
| City, State ZIP: Click here to enter text. |  |
| Official Signature:  | Date: |
| Printed Name: Click here to enter text. |  |
| Official’s Title: Click here to enter text. |  |
| Legal Signature: | Date: |
| Legal Printed Name: Click here to enter text. |  |
| Legal’s Title: Click here to enter text. |  |
| Fiscal Signature: | Date: |
| Fiscal’s Printed Name: Click here to enter text. |  |
| Fiscal’s Title: Click here to enter text. |  |

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

* Agency Reference #:
* Project Title:
* Contract #:
* Procurement Method (IFB, RFP, Small Purchase, etc.):
* BidBuy / Bulletin Reference #:
* BidBuy / Bulletin Publication Date:
* Award Code:
* Subcontractor Utilization? [ ]  Yes [ ] No Subcontractor Disclosure? [ ]  Yes [ ] No
* Funding Source:
* Obligation #:
* Small Business Set-Aside? [ ]  Yes [ ] No Percentage:
* Minority Owned Business? [ ]  Yes [ ] No Percentage:
* Women Owned Business? [ ]  Yes [ ] No Percentage:
* Persons with Disabilities Owned Business? [ ]  Yes [ ] No Percentage:
* Veteran Owned Small Business? [ ]  Yes [ ] No Percentage:
* Other Preferences?