



ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS STANDARD VENDOR AGREEMENT FOR GOODS AND SERVICES

The undersigned parties, being the Administrative Office of the Illinois Courts and the Vendor identified herein, agree to the following terms in this Agreement, which shall incorporate any Vendor contract, proposal, booking agreement, general letter of intent, or other forms attached to this Agreement and referenced below in paragraph 1.C. **In the event any Vendor terms conflict with the terms of this Agreement, the terms of this Agreement shall prevail.** Vendor terms not in conflict with the terms of this Agreement shall be given effect to the extent practicable or permitted by law.

1. VENDOR SERVICES:

A. Vendor Name and Address:

B. Vendor agrees to perform the following services (include recipient of services):

C. Identify Any Attachments To This Agreement:

2. TERM AND AMOUNT

A. The term of this agreement shall be for the period beginning _____ and ending _____.

B. The Administrative Office of the Illinois Courts agrees to pay, and Vendor agrees to accept, the [approximate] sum of \$_____, upon delivery of goods/services [as identified in Exhibit/Attachment ____] and receipt of a proper bill.

The State may terminate this contract, or any portion thereof, without notice or penalty.

3. FAVORED CUSTOMER. If more favorable terms are granted hereafter by the lessor, supplier, dealer, or manufacturer to any similar State or local governmental agency in any State in leases or rental agreements covering comparable goods and services, the more favorable terms shall be applicable to all agreements or contracts theretofore made by any similar Illinois State agency for the rental or lease of comparable goods and services from the lessor, supplier, dealer, or manufacturer. See section 25-30 of the Judicial Branch Procurement Code (same as section 25-30 of the Illinois Procurement Code (30 ILCS 500/25-30)).

Vendor agrees that if more favorable terms for the goods and services offered herein, under the same type of contract, under the same financial conditions and economic factors, and for the identical or less quantity, have been since the date of the commencement of this lease granted to any State or local governmental agency or unit in any State in the United States of America then such terms shall be applicable to this lease commencing with the date such terms became available to such other agency. Any other terms granted to such other agency which were negotiated with such "more favorable terms" shall also be made applicable to this contract. For the purposes of this provision, financial conditions and economic factors used by lessor to establish rent will include but not be limited to the then current interest rates, the type of goods and services, the credit of any State or local governmental agency or unit, the State and local taxes payable by lessor, and the purchase price of the goods and services placed on lease.

- 4. FINANCING COSTS.** The interest component associated with any contract or order may not exceed the greater of 9% or 125% of the rate set for the 20 G.O. Bond Index of average municipal bond yields as set by the Bond Buyer. (See 30 ILCS 305/2.) On the date Vendor is bound the rate cannot be exceeded. The current rate can be obtained by calling the Department of Central Management Services, Bureau of Information and Communication Services, Contract Administration.

Should any contract or order be found to violate this provision, the contract may, at the State's option, be reformed and adjustments made in the remaining payments to recoup excess interest paid or if all payments have been made, to receive a cash rebate.

- 5. PAYMENT.** Vendor acknowledges that payment will be made in accordance with current financial practices of the State of Illinois. It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are sometimes delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.
- 6. LATE PAYMENT.** Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*
- 7. REQUEST FOR PAYMENT.** The Supreme Court through its Administrative Office will initiate approval of payment upon receipt of a properly certified State of Illinois Invoice-Voucher. Approved vouchers will be forwarded to the Administrative Services Division, Administrative Office of the Illinois Courts, 3101 Old Jacksonville Road, Springfield, IL 62704-6488, where they will be processed for payment. Payments will be made by warrant executed by the State Comptroller and the State Treasurer.

Vendor acknowledges that all billings and properly certified invoice-vouchers for goods delivered or services performed on or before June 30th of any year should be submitted to the Administrative Office not later than August 15th of that year.

If Vendor delivers goods or provides services on or before June 30th of any year, but fails to submit a correct billing statement and properly certified invoice-voucher by August 1st of that same calendar year and such failure prevents payment of Vendor's otherwise correct claim for payment before August 31st of that same calendar year, Vendor's sole recourse is a claim for payment to be filed with the Illinois Court of Claims. Notwithstanding non-payment (if non-payment is caused by the failure of Vendor to submit correct and timely requests for payment as contemplated under this paragraph), all goods delivered to or services performed for the Supreme Court or its agency will be retained as if payment had been made, and Vendor agrees that its sole remedy is to submit a claim for payment to the Illinois Court of Claims.

- 8. PAYMENT RESPONSIBILITY.** The Administrative Office of the Illinois Courts acts as a contracting agency and shall be responsible for costs only when it is the agency using the goods or services. If a specific agreement or order is for the use of another agency, that agency shall ultimately be liable for costs even though payments may be made through the Administrative Office of the Illinois Courts. In the event of a funding problem, the appropriation of the user agency alone shall determine sufficiency of funding.
- 9. FISCAL FUNDING AND APPROPRIATIONS.** Obligations of the Supreme Court, its Administrative Office or other agency shall cease immediately if the Illinois General Assembly fails to appropriate or otherwise make available funds for this agreement within any fiscal year in which payment might be due. The Administrative Office of the Illinois Courts will use its best efforts to obtain a sufficient appropriation to cover this agreement.
- 10. TRANSFER.** The Administrative Office of the Illinois Courts may transfer goods or services and/or payment responsibility to another State entity after giving notice to Vendor.
- 11. TAXES.** Prices shown shall not include federal, State, or local taxes. Should it be determined that such taxes are applicable to this contract, the State will reimburse Vendor for taxes actually assessed and paid except for those based upon income. The Judicial Branch of Illinois State Government tax number is available upon request.
- 12. SUBCONTRACTING.** Subcontracting is not allowed without prior authorization of the Illinois Supreme Court or its Administrative Office. All subcontractors used and amounts paid to each must be disclosed. All subcontractors must comply with the terms and conditions set forth herein for Vendor. Vendor shall submit, as a part of this agreement, the names, addresses, and expected subcontract amounts for all authorized subcontracts with an annual value of more than \$25,000.

13. LIABILITY AND INSURANCE.

- A. The State does not assume any liability for acts or omissions of Vendor and such liability rests solely with Vendor. The State will not indemnify or hold harmless any Vendor for claims based on the State's use of Vendor provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Vendor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, Vendor shall carry workers' compensation insurance, if applicable, in amounts required by law.
- B. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the Administrative Office of the Illinois Courts and indemnifies and holds the Administrative Office of the Illinois Courts harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the Administrative Office of the Illinois Courts.
- C. If risk of loss transfers before delivery and installation at State's site, Vendor shall procure insurance chargeable to the State to cover all reasonable risks.
- D. The State may self-insure against any and all risks.

14. QUIET ENJOYMENT. If any property is sold to or furnished for the State's use, Vendor covenants that State will have quiet use and enjoyment of the property without suit, trouble or hindrance so long as the State is performing its obligations under the pertinent agreement. Vendor shall indemnify and hold the State harmless should any goods or services provided by Vendor infringe upon the patent, trademark, copyright or trade secret of another.

15. TITLE. Vendor will pass title to the State as agreed and will warrant title and provide for quiet enjoyment.

16. MAINTENANCE ASSURANCE. Should Vendor determine to discontinue service or maintenance on particular equipment or software that the State owns or for which it has a lease or license that extends beyond the time for cessation of maintenance or service, Vendor shall provide to the State sufficient documentation to allow for continued maintenance by the State. This provision shall not apply if that portion of Vendor's business is sold to another party provided that party can provide service equivalent to that previously provided by Vendor.

17. MAINTENANCE AGREEMENT. This provision applies to any maintenance agreements or provisions. Vendor will perform maintenance using skilled maintenance personnel under Vendor's supervision. The maintenance personnel will employ all reasonable care to see that the goods and services are maintained in proper operating condition. Vendor undertakes to perform the services in conformity with the usual applied standards, and, unless otherwise agreed, all materials and equipment needed by Vendor to carry out the work to be performed by Vendor under this agreement will be furnished by Vendor at Vendor's expense.

18. CONTRACTOR STATUS AND WORK PRODUCT. Vendor is an independent contractor. All documents, including reports, ideas and other work products specially produced or designed by Vendor under this agreement for the State shall become and remain the property of the State unless otherwise expressly agreed upon.

19. RIGHT TO AUDIT. Vendor agrees that the State or its representative shall have the right to examine any Vendor records which relate to this agreement. The Vendor shall maintain, for a minimum of 3 years from the last action on the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the purchasing office and any person or entity as required by law or as authorized by the purchasing office to conduct such review and audit; and the Vendor agrees to cooperate fully with any audit conducted by the purchasing office and to provide full access to all relevant materials as required by law. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State and judicial branch for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement. See section 20-65 of the Judicial Branch Procurement Code.

20. GOVERNING LAW. This agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this agreement, shall be governed by the laws of the State of Illinois. The validity of this agreement

and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this agreement must be filed exclusively with the Illinois Court of Claims. See 705 ILCS 505/1 *et seq.*

21. ENTIRE AGREEMENT. Except as provided in paragraph 22, this agreement, including its addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

22. INCORPORATIONS.

- A. Unless specifically excluded by mention on the order form, the appropriate invitation for Bids or Request for Proposals, Vendor's response and any written representations made by Vendor are incorporated herein.
- B. Vendor's published specifications for equipment, software and services are incorporated herein.
- C. Forms and documents listed or attached as exhibits are incorporated herein.

23. SEVERABILITY. If any provision of this agreement should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

24. MODIFICATIONS. Any modification, change or amendment subsequent to the execution of this agreement may be made only by an instrument in writing executed and signed by the parties.

25. WAIVER. The failure of any party to enforce any provision of this agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

26. NON-DISCRIMINATION. Vendor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

27. SIGNATURE. By signing this agreement, Vendor's representative warrants that he or she has the authority to bind Vendor to the terms and conditions contained herein. Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals.

28. CERTIFICATIONS.

- A. **Conflict of Interest.** Vendor certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. Vendor further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, Vendor certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. See section 50-13 of the Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).
- B. **Bid-rigging or Bid-rotating.** Vendor certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-3, 5/33E-4.
- C. **Educational Loan Default.** If Vendor is an individual, he/she certifies that he/she is not in default on an educational loan. See 5 ILCS 385/3.
- D. **Anti-bribery.** Vendor certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)). Section 50-5 prohibits a vendor or subcontractor from entering into a contract with a State agency if the vendor or subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the vendor or subcontractor has made an admission of guilt of such conduct which is a matter of record. Vendor or subcontractor further acknowledges that the AOIC Director may declare the related contract void if this certification is false.

- E. International Anti-Boycott Certification.** Vendor certifies that neither Vendor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- F. Legal Status Disclosure.** Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Vendor and/or Business Name: _____

Taxpayer Identification Number

SSN: _____ or **EIN:** _____

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

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt
- Government entity
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
 - D = disregarded entity *(if checked, vendor must provide a copy of the IRS EIN assignment letter)*
 - C = corporation *(if checked, vendor must provide a copy of the IRS acceptance letter)*
 - P = partnership *(if checked, vendor must provide a copy of the IRS EIN assignment letter)*
- Other: _____

- G. Debt Delinquency.** Vendor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a vendor from entering into a contract with the judicial branch if the vendor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State, unless the vendor or affiliate has entered into a deferred payment plan to pay off the debt. Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Vendor is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- H. Collection and Remittance of Illinois Use Tax.** Vendor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a vendor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Vendor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Vendor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- I. Prohibition of Goods Produced By Forced Labor.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. See 30 ILCS 583/10.
- J. Prohibited Bidders and Contractors.** Vendor, and all subcontractor's subject to section 20-120 of the Illinois Procurement Code, certify in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the date of the bid or contract. Vendor and applicable subcontractors acknowledge that the AOIC Director may declare the contract void if this certification is false.
- K. Corporate Accountability.** Vendor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715/1 *et seq.*), which requires development assistance agreements to contain specific recapture provisions. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- L. Environmental Protection Violations.** Vendor certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits bidding on or entering into contracts with the judicial branch by a person or business found by a court or the Pollution Control Board

to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.

M. Prohibition of Goods from Child Labor. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. See 30 ILCS 584/10.

N. Registration as a Business Entity. Vendor certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Vendor acknowledges that the AOIC Director may declare the contract void if this certification is false.

O. Felons. Vendor certifies that he/she/it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a vendor from entering into a contract with a State agency if the vendor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Vendor further acknowledges that the AOIC Director may declare the related contract void if this certification is false.

29. DRUG FREE WORKPLACE. If Vendor is an individual, or an individual doing business in the form of a sole proprietorship, Vendor certifies that Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. See 30 ILCS 580/4.

If Vendor is a corporation, partnership, or other entity with 25 or more employees, Vendor agrees that it will provide a drug free workplace by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide the terms of the statement; and

(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) the grantee's or Vendor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

C. Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

D. Notifying the contracting or granting agency within 10 days after receiving notice under part (b) of paragraph (3) of subparagraph (A) above from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*

30. PREVAILING WAGE. If the Prevailing Wage Act is applicable to any service provided by Vendor under this agreement, Vendor agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*

31. WORKMANLIKE MANNER. Vendor agrees to provide in a good and workmanlike manner the specified goods and/or perform in a good and workmanlike manner the services contracted for in this agreement and provide all necessary tools, equipment and commodities.

32. BACKGROUND CHECKS. (This provision applies only to contracts calling for Vendor to perform services at State facilities.) As a continuing condition of this contract, the State reserves the right to conduct background checks of Vendor's officers, employees or agents who would directly supervise the required services or physically perform the required services at State facilities to determine their suitability for performing this contract. If the State finds such officer, employee or agent to be unsuitable, the State reserves the right to require Vendor to provide a suitable replacement immediately. Upon request by

the State, Vendor shall complete or have completed an authorization for release of personal information that indemnifies both the State and the provider of the information.

33. SEXUAL HARASSMENT. Vendor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Vendor's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request. See 775 ILCS 5/2-105(A)(4).

34. NOTICES. Notices to Vendor shall be sent to the address shown on page one of this agreement. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

THE UNDERSIGNED PERSON SIGNING THIS AGREEMENT ON BEHALF OF VENDOR AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF THE DESIGNATED PARTY (VENDOR) TO THIS AGREEMENT.

Administrative Office of the Illinois Courts

[Type Vendor Name]

Signature

Signature

Kara M. McCaffrey

Type/Print Name

Type/Print Name

Assistant Director, Administrative Services Division

Type/Print Title

Type/Print Title

Date

Date

*** A copy of the Judicial Branch Procurement Code is available upon written request from the Administrative Office of the Illinois Courts.*