



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

The Parties to this agreement are the Administrative Office of the Illinois Courts (AOIC) on behalf of the State of Illinois (collectively referred to as “the State”) and **INSERT VENDOR NAME** (hereinafter referred to as “Vendor”). In consideration of the mutual covenants and agreements contained in this agreement, 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 agreement to be executed by their duly authorized representatives. Vendor terms and conditions incorporated into this agreement through identified exhibits/attachments that are not in conflict with the terms and conditions set forth in this Standard Vendor Agreement for Goods and Services shall be given effect to the extent practicable and permitted by law. If any Vendor terms or conditions conflict with the terms and conditions set forth in this Standard Vendor Agreement for Goods and Services, the terms and conditions of this Standard Vendor Agreement for Goods and Services shall prevail. Vendor understands and acknowledges that upon execution, the contents of this agreement, including any and all exhibits/attachments, are a matter of public record and will be made available for public inspection.

1. VENDOR, DESCRIPTION OF GOODS/SERVICES AND INCORPORATIONS:

- A. Vendor Name and Address:

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

- C. The following exhibits are attached and incorporated into this agreement:

- D. **INCORPORATIONS.**
 - 1. 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.
 - 2. Vendor's published specifications for equipment, software and services are incorporated herein.
 - 3. Forms and documents listed and attached as exhibits as identified in paragraph 1C are incorporated herein.
 - 4. The official text of the statutes cited in this agreement is incorporated by reference.

2. TERM, AMOUNT AND TERMINATION

- A. The term of this agreement shall be for the period beginning _____ and ending _____.
- B. The Administrative Office of the Illinois Courts (AOIC) on behalf of the State of Illinois 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.
- C. The State may terminate this agreement, or any portion thereof, without notice or penalty.

3. FAVORED CUSTOMER.

Vendor agrees that if more favorable terms for the goods and/or services offered herein, under the same type of contract or agreement, under the same financial conditions and economic factors, and for identical or less quantity, have been since the date of the commencement of this agreement 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 agreement 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 agreement. For the purposes of this provision, financial

conditions and economic factors used by Vendor to establish payment terms 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 Vendor, and the purchase price of the goods and/or services. See Section 25-30 of the Supreme Court of Illinois Judicial Branch Procurement Code.

4. **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.
5. **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.*
6. **REQUEST FOR PAYMENT.** By submitting an invoice, Vendor certifies that the goods, supplies or services provided meet all requirements of the contract, and the amount billed, and expenses incurred are as allowed in the contract. Invoices for goods purchased, supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than August 1st 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.

The AOIC will approve payment upon receipt of a properly reconciled invoice and submit the invoice to the Illinois State Comptroller for payment. Payments will be made by warrant executed by the Illinois State Treasurer.

If Vendor delivers goods or provides services on or before June 30th of any year but fails to submit an accurate 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. If non-payment is caused by the failure of Vendor to submit accurate and timely requests for payment as contemplated under this paragraph and this agreement, 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. See 30 ILCS 105/25.

7. **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 agency alone shall determine sufficiency of funding.
8. **FISCAL FUNDING AND APPROPRIATIONS.** Payment obligations of the State under this agreement shall cease immediately or may be delayed and this agreement may be subject to termination by the State, if the State of Illinois fails to appropriate sufficient funds for this agreement within any State of Illinois fiscal year in which payment might be due; if the Illinois Comptroller or Illinois State Treasurer fail to authorize payment; or if the agreement is paid in whole or in part by grant funding, the grant funds are not distributed by the source of the grant funding. Delayed payments or nonpayment under these circumstances shall not be considered late for any purpose nor shall they constitute a breach of this agreement. The Administrative Office of the Illinois Courts will use its best efforts to obtain sufficient appropriations to cover this agreement.
9. **TRANSFER.** The State may transfer goods or services and/or payment responsibility to another State entity after giving notice to Vendor.
10. **TAXES.** Pricing shall not include federal, state, or local taxes. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. The Administrative Office of the Illinois Courts Illinois tax exemption number is available upon request.
11. **SUBCONTRACTING.** Subcontracting is not allowed without prior authorization of the Administrative Office of the Illinois Courts. 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 \$100,000.

12. LIABILITY AND INSURANCE.

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. Vendor shall provide the minimum following coverage: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Workers' Compensation insurance, if applicable, in amounts required by law. In those instances, in which a temporary employee is utilized by the Vendor for this agreement, the Vendor or temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the State and the Vendor indemnifies and holds the State harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by such temporary employee. If the risk of loss transfers before delivery and installation at the State's site, Vendor shall procure insurance chargeable to the State to cover all reasonable risks. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

The State may self-insure against any and all risks.

- 13. QUIET ENJOYMENT AND TITLE.** If any goods, equipment, software and/or property are sold to or furnished for the State's use pursuant to this agreement, Vendor covenants that the State will have quiet use and enjoyment of such 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, equipment, software, property and/ or services provided by Vendor infringe upon the patent, trademark, copyright or trade secret of another. If this is an agreement for goods, equipment or property, Vendor will pass title to the State as agreed and will warrant title and provide for quiet enjoyment.
- 14. MAINTENANCE ASSURANCE.** If this is an agreement for equipment or software, should Vendor determine to discontinue service or maintenance on particular equipment or software that the State owns or for which the State 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 could provide services equivalent to that previously provided by Vendor.
- 15. 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.
- 16. 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. All work performed or supplies created by Vendor under this agreement, 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 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.
- 17. RIGHT TO AUDIT.** Vendor agrees that the State or its representative shall have the right to review and audit all Vendor and subcontractor books and records which relate to this agreement. The Vendor and its subcontractors shall maintain, for a minimum of three (3) years from the from the later of the date of final payment or last action on this agreement, adequate books and records to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books and records related to the agreement shall be available for review and audit by the judicial branch purchasing office, the Illinois Auditor General, Supreme Court of Illinois, Supreme Court of Illinois Internal Audit, the AOIC and any person or entity authorized by these entities or by law to conduct a review and audit of this agreement; and Vendor agrees to cooperate fully with any such review and audit and to provide full access to all relevant materials. If Federal funds or grant funds are used to pay for all or a portion of the agreement, the Vendor and its subcontractors shall retain these records for five (5) years or the length of time required by the source of the funding,

whichever is longer. Failure to maintain the books and records required by this paragraph shall establish a presumption in favor of the State of Illinois for the recovery of any funds paid by the State of Illinois under the agreement for which adequate books and records are not available to support their purported disbursement. See section 20-65 of the Supreme Court of Illinois Judicial Branch Procurement Code.

- 18. GOVERNING LAW; COURT OF CLAIMS; ALTERNATIVE DISPUTE RESOLUTION; SOVEREIGN IMMUNITY.** 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.* No form of alternative dispute resolution, including but not limited to arbitration, shall be utilized to resolve any dispute arising out of this agreement. The State of Illinois does not waive sovereign immunity by entering into this agreement.
- 19. ENTIRE AGREEMENT.** This agreement, including its incorporations, addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter and supersedes all prior agreements, representations, statements, negotiations, proposals, contracts, understandings and undertakings. In the event of a conflict between the State's and the Vendor's terms, conditions and exhibits, the State's terms, conditions and exhibits shall prevail.
- 20. SEVERABILITY.** If any provision of this agreement should be found by a court of competent jurisdiction illegal, invalid, void, or against public policy 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.
- 21. 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.
- 22. 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.
- 23. ACCESSIBILITY AND NON-DISCRIMINATION.** Vendor and its employees and subcontractors shall not commit unlawful discrimination and/or sexual harassment and agree to comply with any and all applicable statutes and rules related to the same including but not limited to the Illinois Human Rights Act, the United States Civil Rights Act, the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Public Works Employment Discrimination Act, the Illinois Information Technology Accessibility Act and rules applicable to each. Vendor and its employees and subcontractors shall comply with any and all applicable accessibility statutes and rules including but not limited to those listed above. All information technology, including electronic information, software, systems, and equipment, developed or provided under this contract or procurement must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published by the Illinois Department of Innovation & Technology and which may be found at <https://doit.illinois.gov/accessibility/iitaa>. See (30 ILCS 587/1, *et seq.*) Where applicable, vendor shall provide the State of Illinois their most recent Voluntary Product Accessibility Template/Accessibility Conformance Report (VPAT).
- 24. WARRANTIES.**
 - A. Vendor warrants that the goods furnished under this agreement 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 arising from failure of the goods to meet such warranties.
 - B. 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 goods.
 - C. Vendor warrants that all services will be performed to meet the requirements of this agreement 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 agreement, who is disruptive, or who in any way violates this agreement or State law.

- D. 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.

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 for information about tax credits.

26. CERTIFICATIONS: Vendor acknowledges that the Director of the Administrative Office of the Illinois Courts may declare this agreement void and terminate this agreement if any certification in this paragraph is later determined by the State to be false.

A. Conflict of Interest.

Vendor certifies that neither Vendor, Vendor's spouse nor minor child(ren):

- holds an elected office in the State of Illinois;
- holds a seat in the Illinois General Assembly;
- is appointed to or employed in any of the offices or agencies of State government for which Vendor, Vendor's spouse or minor child(ren) receives compensation in excess of 60% of the salary of the Governor of the State of Illinois; or
- is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority.

If Vendor is not an individual, Vendor certifies that no person who is entitled to receive more than 7 1/2% of the Vendor's total distributable income or an amount in excess of the salary of the Governor and no person who together with their spouse or minor child(ren) is entitled to receive more than 15%, in the aggregate, of Vendor's total distributable income or an amount in excess of two (2) times the salary of the Governor:

- holds an elected official in the State of Illinois;
- holds a seat in the General Assembly;
- is appointed to or employed in any of the offices or agencies of State government for which they, their spouse or minor child(ren) receives compensation in excess of 60% of the salary of the Governor of the State of Illinois; or
- is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority.

See section 50-13 of the Supreme Court of Illinois 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 Vendor, Vendor's affiliates and Vendor's subcontractors associated with this agreement have 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 2012. See 720 ILCS 5/33E-3, 5/33E-4.

C. Educational Loan Default. If Vendor is an individual, Vendor certifies that Vendor is not in default on an educational loan. See 5 ILCS 385/3.

D. Bribery. Vendor certifies that Vendor, Vendor's affiliates and Vendor's subcontractors associated with this agreement are not barred under section 50-5 of the Supreme Court of Illinois Judicial Branch Procurement Code from entering into this agreement or contracting with the State. Vendor acknowledges that making a false statement material to this certification is a Class 3 felony as set forth in Section 50-5 of the Illinois Procurement Code. See Section 50-5 of the Supreme Court of Illinois Judicial Branch Procurement Code.

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. Debt Delinquency. Vendor certifies that Vendor, Vendor's affiliates and Vendor's subcontractors associated with this agreement are not barred under Section 50-11 of the Supreme Court of Illinois Judicial Branch Procurement Code from entering into this agreement or contracting with the State.

G. Collection and Remittance of Illinois Use Tax. Vendor certifies that Vendor, Vendor's affiliates and Vendor's subcontractors associated with this agreement are not barred under Section 50-12 of the Supreme Court of Illinois Judicial Branch Procurement Code from entering into this agreement or contracting with the State.

H. Prohibition of Goods Produced by Forced Labor. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. See 30 ILCS 583/10.

- I. **Prohibited Bidders and Contractors.** Vendor, certifies Vendor, Vendor's affiliates and Vendor's subcontractors associated with this agreement are not barred under Section 50-10.5 of the Supreme Court of Illinois Judicial Branch Procurement Code from entering into this agreement or contracting with the State.
 - J. **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.
 - K. **Environmental Protection Violations.** Vendor certifies that Vendor, Vendor's affiliates and Vendor's subcontractors associated with this agreement are not barred under Section 50-14 of the Supreme Court of Illinois Judicial Branch Procurement Code from entering into this agreement or contracting with the State.
 - L. **Prohibition of Goods from Child Labor.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under this agreement have been produced in whole or in part by the labor of any child under the age of 12. See 30 ILCS 584/10.
 - M. **Registration as a Business Entity.** Vendor certifies that (1) Vendor is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Supreme Court of Illinois Judicial Branch Procurement Code and Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160) or (2) Vendor 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 Supreme Court of Illinois Judicial Branch Procurement Code and Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160).
 - N. **Felons.** Vendor certifies that Vendor, Vendor's affiliates and Vendor's subcontractors associated with this agreement are not barred under Section 50-10 of the Supreme Court of Illinois Judicial Branch Procurement Code from entering into this agreement or contracting with the State.
- 27. 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.

For agreements of \$5,000 or more, 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 this agreement 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 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 this agreement and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting 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.*

28. **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.*

29. **SCHEDULE OF WORK AND BACKGROUND CHECKS.** (This provision applies only to contracts calling for Vendor to perform services on State premises, including premises leased by the State.) 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. As a continuing condition of this agreement, 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 on State premises to determine their suitability for performing this agreement. 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.

30. **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. See 775 ILCS 5/6-101. A copy of the policies shall be provided to the Department upon request. See 775 ILCS 5/2-105(A)(4).

31. **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) 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.

32. **REPORTING; PERFORMANCE RECORD; SUSPENSION.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract. Upon request of the Administrative Office of the Illinois Courts, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The Administrative Office of the Illinois Courts may consider Vendor's performance under this contract and compliance with laws and rules to determine whether to continue this contract, suspend Vendor from doing future business with the Administrative Office of the Illinois Courts for a specified period of time, or whether Vendor can be considered for future contract opportunities.

33. **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

34. DISCLOSURES AND PROHIBITIONS.

A. **Disclosure of Business in Iran.** The disclosures required in Paragraph 34A are only required if this agreement has an annual value that exceeds \$100,000.00. Prior to execution of this agreement, Vendor shall disclose in writing stating whether Vendor or any of its corporate parents or subsidiaries within the 24 months of the execution date of this agreement had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and:

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of

Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action; or

- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

B. Prohibition of political contributions. Paragraph 34B shall only apply to a Vendor that is a business entity as defined by Section 50-37 in the Supreme Court of Illinois Judicial Branch Procurement Code and the affiliate entities and affiliated person of such business entity. If Vendor's contracts under the Illinois Judicial Branch Procurement Code ("Code"), pending bids and offers under the Code, or aggregate pending bids and offers on contracts combined with Vendor's aggregate total value of contracts under the Code exceed \$50,000, Vendor and any affiliated entities or affiliated persons of Vendor are prohibited from making any contributions to any political committees established to promote the candidacy or retention of (i) any justice of the Supreme Court of Illinois or (ii) any other declared candidate for justice of the Supreme Court of Illinois. This prohibition shall be effective for a period of 2 years following the expiration or termination of this agreement. All contracts with business entities that violate Paragraph 34B shall be voidable under Section 50-60 of the Code. Section 50-37 in the Supreme Court of Illinois Judicial Branch Procurement Code.

C. Lobbying restrictions. Vendor is not entitled to receive any payment, compensation, or other remuneration from the judicial branch to compensate the person or business for any expenses related to travel, lodging, or meals paid by the person or business to any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder. If Vendor hired a person required to register under the Lobbyist Registration Act to assist in obtaining this contract, Vendor shall (i) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract, (ii) not bill or otherwise cause the judicial branch to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and (iii) sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State or judicial branch. This information, along with all supporting documents, shall be filed with the Administrative Office of the Illinois Courts.

35. TAXPAYER IDENTIFICATION NUMBER.

Under penalties of perjury, the Vendor certifies that the social security number (SSN) or the employer's identification number (EIN), and legal status listed below are correct.

_____ Social Security Number

OR

_____ Employer's Identification Number

- Individual (SSN)
- Sole Proprietor / Sole Member (SSN or EIN of Owner or EIN of LLC Disregarded Entity)
If an LLC Disregarded Entity, Vendor **MUST** submit a copy of the IRS EIN assignment letter.
- Partnership (EIN)/Legal Services Corporation (EIN)
- Tax Exempt (EIN)
- Corporation providing or billing medical and/or health care services (EIN)
- Corporation NOT providing or billing medical and/or health care services (EIN)
- Governmental (EIN)
- Nonresident Alien (ITIN)
- Estate or Trust (EIN)
- Pharmacy (Non-Corp.) (EIN)
- Pharmacy/Funeral Home/Cemetery (Corp.) (EIN)
- Limited Liability Company**
- C corporation (EIN) If checked, Vendor **MUST** provide a copy of the IRS acceptance letter
- S corporation (EIN) If checked Vendor **MUST** provide a copy of the IRS acceptance letter
- P partnership (EIN) If checked Vendor **MUST** provide a copy of the IRS EIN assignment letter

UNDER PENALTIES OF PERJURY, THE UNDERSIGNED PERSON SIGNING THIS AGREEMENT ON BEHALF OF VENDOR AFFIRMS THEY ARE AUTHORIZED TO EXECUTE THE CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF THE VENDOR AND THEY HAVE THE AUTHORITY TO BIND VENDOR TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. REPRESENTATIVES OF THE ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS EXECUTE THIS DOCUMENT IN THEIR OFFICIAL CAPACITY ONLY AND NOT AS INDIVIDUALS. IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATE INDICATED BELOW.

Administrative Office of the Illinois Courts

[Type Vendor Name]

Signature

Signature

Type/Print Name

Type/Print Name

Type/Print Title

Type/Print Title

Date

Date

*** A copy of the Supreme Court of Illinois Judicial Branch Procurement Code is available at illinoiscourts.gov.*