

**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**  
Led by the **State of Arizona**

---

Master Agreement #: **CTR058808**  
Contractor or Vendor: **PITNEY BOWES INC.**  
Participating Entity: **STATE OF ILLINOIS**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:

- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Non-profit organizations will be subject to Contractor's commercial terms.

3. Term:

- ☒ This Participating Addendum shall become effective 1/1/2023 and shall terminate on 12/31/23, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:



**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**  
Led by the **State of Arizona**

---

**CONTRACTOR:**

|            |   |
|------------|---|
| Name:      | Art Adams, Director Government Contract Compliance        |
| Address:   | Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926 |
| Telephone: | (203) 351-7866  |
| Fax:       | (203) 460-3827  |
| Email:     | <a href="mailto:art.adams@pb.com">art.adams@pb.com</a>    |

Contractor – Government Sales Channel Director – (Insert Region) Region

|                  |   |
|------------------|---|
| <u>Name</u>      | <u>Francie Coffey</u>   |
| <u>Address</u>   | <u>Pitney Bowes Inc. 3001 Summer Street, Stamford, CT 06926</u> |
| <u>Telephone</u> | <u>213-256-1917</u>   |
| <u>Fax</u>       | <u>203-460-9181</u>   |
| <u>E-mail</u>    | <u>Francie.coffey@pb.com</u>                                    |

**PARTICIPATING ENTITY:**

|            |   |
|------------|---|
| Name:      | Chris Brinkmeyer                          |
| Address:   | 401 S. Spring Springfield, Illinois 62706 |
| Telephone: | 217-970-0631                              |
| Fax:       | N/A                                       |
| Email:     | Christopher.Brinkmeyer@illinois.gov       |

**Participating Entity Modifications and Additions to the Master Agreement**

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

## **MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**

Led by the **State of Arizona**

---

*The modifications or additions in Attachment A apply only to actions and relationships within the State of Illinois.*

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: *All underlying leases entered into during this term of this Participating Addendum shall remain in full force and effect for the full term of the lease subject to the termination provisions within such lease. If the initial term of the lease exceeds the term of this Participating Addendum, the lease will remain in effect and all terms and conditions under this Participating Addendum shall survive and remain in full force and effect for the entire term of the lease.*

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058808. Attachment 1 reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. The following, together with their respective terms and conditions are offered for lease or rental transactions under this Participating Addendum.

- (a) FMV Rental – Option B, and
- (b) State & Local Fair Market Value Lease – Option C

Sales & Purchase Tax will be charged, if required under your State Statute.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
8. Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this Addendum are attached hereto as Attachment 2.



**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**

Led by the **State of Arizona**

---

9. All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this Participating Addendum.
10. Individual Customer:  
Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.
11. ENTIRE AGREEMENT  
This Participating Addendum and the Master Agreement number CTR058808 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.



**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**


Led by the **State of Arizona**

---

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

|  |  |
|--|--|
| Signature:<br><br>Ellen Holzman<br>Daley<br> Digitally signed by Ellen Holzman Daley<br>Date: 2022.12.21 11:23:37 -06'00' | Signature:<br><br>Digitally signed by Arthur E. Adams Jr., PBI<br>Director Government Contract Compliance<br>Date: 2022.12.15 17:05:46 -05'00' |
| Name:<br><br>Ellen H. Daley  | Name: Arthur E. Adams, Jr.   |
| Title: Chief Procurement Officer for General Services  | Title: Director, Government Contract Compliance  |
| Date:<br>12/21/2022  | Date: December 15, 2022  |

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

## MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

### ATTACHMENT 1

#### SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # CTR058808

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. Notwithstanding the foregoing, only Option C below may be used for the DI2000 and Lockers.

**FAIR MARKET VALUE Rental - Option B** This program provides you with 24, 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with a termination charge of 90 day notice of cancellation and pay one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute.

**FAIR MARKET VALUE LEASE - Option C** This program provides you with a 24, 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment. Sales & Purchase Tax will be charged, if required under Your State Statute.

Example of lease/rental payments based on a \$10,000.00 equipment price:

| MONTHLY LEASE RATES |          |          |          |
|---------------------|----------|----------|----------|
| TERM                | OPTION A | OPTION B | OPTION C |
| 24                  | 0.0464   | 0.0514   | 0.0466   |
| 36                  | 0.0326   | 0.0377   | 0.0329   |
| 48                  | 0.0257   | 0.0309   | 0.0261   |
| 60                  | 0.0216   | 0.0270   | 0.0221   |

| MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION* |          |        |          |        |          |
|--|----------|--------|----------|--------|----------|
| TERM   | OPTION A |        | OPTION B |        | OPTION C |
| 24   | \$       | 464.00 | \$       | 514.00 | 466.00   |
| 36   | \$       | 326.00 | \$       | 377.00 | 329.00   |
| 48   | \$       | 257.00 | \$       | 309.00 | 261.00   |
| 60   | \$       | 216.00 | \$       | 270.00 | 221.00   |

\*Monthly payment excludes sales and or Purchase Tx. Sales and/or Purchase Tax will be charged, if required under Your State Statute

#### SPECIAL COTERMINOUS LEASE RATES

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting



**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**  
 Led by the **State of Arizona**

---

the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly co-terminus lease rates for NASPO ValuePoint CTR058808 Financing Option B, and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

| <u>Co-Term Rates</u> |          |          |          |  |
|----------------------|----------|----------|----------|--|
| TERM                 | OPTION A | OPTION B | OPTION C |  |
| 12                   | 0.0883   | 0.0931   | 0.08842  |  |
| 15                   | 0.0715   | 0.0764   | 0.07170  |  |
| 18                   | 0.0604   | 0.0653   | 0.06056  |  |
| 21                   | 0.0524   | 0.0573   | 0.05261  |  |
| 24                   | 0.0464   | 0.0514   | 0.04660  |  |
| 27                   | 0.0419   | 0.0468   | 0.04214  |  |
| 30                   | 0.0382   | 0.0431   | 0.03844  |  |
| 33                   | 0.0351   | 0.0402   | 0.03542  |  |
| 36                   | 0.0326   | 0.0377   | 0.03290  |  |
| 39                   | 0.0305   | 0.0356   | 0.03089  |  |
| 42                   | 0.0287   | 0.0338   | 0.02907  |  |
| 45                   | 0.0271   | 0.0323   | 0.02750  |  |
| 48                   | 0.0257   | 0.0309   | 0.02610  |  |
| 51                   | 0.0245   | 0.0298   | 0.02499  |  |
| 54                   | 0.0234   | 0.0288   | 0.02392  |  |
| 57                   | 0.0225   | 0.0279   | 0.02296  |  |



**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**

Led by the **State of Arizona**

---

**ATTACHMENT 2**

**SOFTWARE LICENSE AGREEMENTS**

On-Demand Subscription Services Agreement

On-Premise Software License Agreement

Hosting Addendum

DI2000 Terms



**STATE OF ILLINOIS**  
**PIGGYBACK JOINT PURCHASE MASTER CONTRACT**

Chief Procurement Office for General Services  
NASPO - PB JPMC Mailing Equipment, Supplies and Maintenance  
Attachment A to Participating Addendum

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

This piggyback joint purchase master contract enables governmental units and qualified not-for-profit agencies to purchase supplies or services on an as needed basis during the contract period. "Governmental unit" means any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute. "Qualified not-for-profit agency" means not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

**STATE OF ILLINOIS**  
**PIGGYBACK JOINT PURCHASE MASTER CONTRACT**

Chief Procurement Office for General Services  
NASPO - PB JPMC Mailing Equipment, Supplies and Maintenance  
Attachment A to Participating Addendum


1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

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

**STATE OF ILLINOIS**  
**PIGGYBACK JOINT PURCHASE MASTER CONTRACT**

Chief Procurement Office for General Services  
NASPO - PB JPMC Mailing Equipment, Supplies and Maintenance  
Attachment A to Participating Addendum

**VENDOR**

|  |   |
|--|---|
| Vendor Name: Pitney Bowes Inc.   | Address: 3001 Summer St. Stamford, CT 06926 |
| Signature: Digitally signed by Arthur E. Adams Jr., PBI Director Government Contract Compliance<br>Date: 2022.12.15 17:05:06 -05'00'  | Phone: 203-351-7866                         |
| Printed Name: Arthur E. Adams, Jr  | Phone:                                      |
| Title: Director, Government Contract Compliance  | Email: art.adams@pb.com                     |
| Date: December 15, 2022  | Website:                                    |

**STATE OF ILLINOIS**

|  |                     |
|--|---------------------|
| Procuring Agency or University: Chief Procurement Office<br>General Services | Phone: 312-558-1659 |
| Street Address: 300 W Jefferson St, Suite 128                                | Fax:                |
| City, State ZIP: Springfield, IL 62701                                       |                     |
| Official Signature:  | Date:               |
| Printed Name: Ellen Daley  |                     |
| Official's Title: Chief Procurement Officer – General Services               |                     |
| 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 #: 23-510CPOGS-CPOGS-R-143571
- Project Title: PB\*JPMC Mailing Equipment, Supplies and Maintenance
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): Piggyback
- IPB Reference #:
- IPB 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?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** This piggyback joint purchase master contract enables governmental units and qualified not-for-profit agencies to procure Mailing Equipment, Supplies and Maintenance services defined in NASPO Value Point Master Agreement CTR058808.
- 1.2. MILESTONES AND DELIVERABLES:** N/A
- 1.3. VENDOR / STAFF SPECIFICATIONS:** Vendor shall have uniformed personnel who will adhere to all security procedures required by each Agency.
- 1.4. TRANSPORTATION AND DELIVERY:** Delivery shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s) per the Master Contract. All deliveries and installation work shall be performed during regular working hours, defined as 8:00 A.M. to 3:00 P.M. CST. Monday through Friday. Changes may be granted with written approval of the governmental units or qualified not-for-profit agencies. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and governmental units and qualified not-for-profit agencies, shall be agreed to in writing by both parties.
- 1.5. SUBCONTRACTING:** N/A
- 1.6. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all material services shall be performed in the United States. From time to time and in the ordinary course of its general business operations, Vendor may provide services incidental to performance of this contract from locations outside the US. Vendor will provide further information on this on request. These services are not unique to this contract and are not separately priced under this contract.
- Vendor follows standard industry practices when sourcing certain components and products within the product solutions offered under this agreement. Vendor's supply chain operation sources from multiple contractors within the United States and globally. Although certain components and products may be sourced globally, most of Vendor's product solutions provided to the end user are assembled or configured within the United States. In addition, certain levels of technical phone support may be performed offshore however an alternative on-shore service offering has been arranged and requires assistance from the end user's personnel. For example, when contacting our Customer/Product Support Services, Vendor's phone system provides the caller with an option for the caller to identify as a "government" account. The calls are then routed to Vendor's call centers located within the United States for immediate assistance. These services are performed by Vendor's personnel within the United States. The end user must dial, #888-598-9551, option 3, during normal business hours, for Customer/Product Support Services, which are staffed by onshore agents.

## 2. PRICING

- 2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.
- 2.2 EXPENSES ALLOWED:** Expenses are not allowed.
- 2.3 DISCOUNT:** N/A
- 2.4 VENDOR'S PRICING:** Attach additional pages if necessary.
- 2.4.1. Vendor's Price for the Initial Term is listed in the cooperative master contract. Vendor's pricing for Mailing Equipment, Supplies and Maintenance Services, as provided in the NASPO Value Point Master Agreement CTR058808.
  - 2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
    - 2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A
    - 2.4.2.2 Vendor's Price for Renewal(s): N/A
- 2.5 MAXIMUM AMOUNT:** This is an indefinite quantity Joint Purchase Master Contract.

### 3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term date of execution to January 1, 2023 to December 31, 2023.
- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 1 year.
- 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.
- 3.2 RENEWAL:**
- 3.3** There are no renewal options available for this contract. The contract may neither renew automatically nor renew solely at the Vendor's option. **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 a thirty (30) day period of time after receipt of State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract with additional written notice or (b) enforce the terms and conditions of the contract.
- For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.
- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract (but not any leases entered into hereunder, which may only be terminated for lack of appropriations or for breach) in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.
- 3.4.1 Equipment ordered under the Vendor's Lease Agreement or Vendor's Service Level Agreement is based on a firm initial lease term of (24, 36, 48 or 60 month) equipment installation commitment. Any cancellation of a lease other than for lack of appropriations or for documented uncured cause following the procedure set forth in section 3.3 (Termination for Cause) herein shall require the payment of an early termination fee determined in accordance with the applicable lease agreement. Leases may be terminated for lack of appropriation or documented uncured cause without penalty or incurring any early termination charge.
- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding

source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.



## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

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

**4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State in accordance with the administrative rules of the Chief Procurement Officer for General Services (including, but not limited to, 44 Ill. Admin. Code 1.2005(n)), which consent shall not be unreasonably withheld, conditioned, or delayed. Prior to the State consenting to an assignment or transfer, Vendor and the proposed assignee or transferee shall provide to the State such information, including relevant records, disclosures, and certifications, as the State deems necessary to determine whether to consent to an assignment.

**4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

**4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

**4.5 PERFORMANCE TIME:** Vendor understands that timely provision of equipment and supplies and performance of the services under this contract is of critical importance to the Participating Entity.

Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. The receiving Party shall presume all information received from the other Party or to which it gains access pursuant to this contract is confidential, provided that the State will not be in breach of its confidentiality obligations hereunder to the extent required to meet the minimum requirements of the Illinois Freedom of Information Act. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as required to perform the services hereunder or as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** This contract does not contemplate work made for hire. The State and Vendor will negotiate a mutually agreeable amendment to this contract in the event work for hire becomes a requirement in any Order.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois 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.

**4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required insurance, except workers' compensation insurance. Certificates may not be materially 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 \$2,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the

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

**4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

**4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity

**4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

**4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

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

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies (Mailing Equipment) furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State

or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties to the extent permitted. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

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

#### **4.26 SUPPLIES RETURN POLICY**

4.26.1 Vendor shall reimburse Purchasing Entity for the price paid for products (excluding ink and toner) received back in resalable condition (unused/unopened) within **thirty (30)** days of the purchase date.

4.26.2 If the return is due to a defect in the product, or the Purchasing Entity upgrades their equipment, Vendor shall reimburse the price paid for the products if received back within six (6) months of the purchase date.

4.26.3 Shipping and handling charges associated with the product shall not be reimbursed by Vendor, unless the return is due to damaged/defective product, or as a result of an incorrect shipment. All reimbursements will be applied to the original method of payment for the product.

**4.27 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.

**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.

## 5. SUPPLEMENTAL PROVISION

### ☒ Agency Definitions

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

### ☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

### ☒ Agency Specific Terms and Conditions

4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.
11. In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
  - a. This State of Illinois Piggyback Joint Purchase Master Contract and Participating Agreement.
  - b. NASPO Master Agreement Number CTR058808
  - c. NASPO RFP Solicitation No. BPM003137
  - d. Vendor's response to the NASPO RFP Solicitation No. BPM003137
  - e. Vendor's terms and conditions

☐ Other (describe)

[Click here to enter text.](#)

## **6. VENDOR SUPPLEMENTAL PROVISIONS**

[Click here to enter text.](#)