



ILLINOIS

NOTICE OF AWARD

ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES PROCUREMENT SERVICES DIVISION CONTRACT STANDARD TERMS AND CONDITIONS

AWARD NOTICE: THIS SERVES AS YOUR NOTICE THAT THE STATE OF ILLINOIS HAS ACCEPTED THE BID THAT YOU SUBMITTED IN RESPONSE TO THE INVITATION FOR BID REFERRED TO ABOVE, TO FURNISH THE ITEMS LISTED HEREIN, THUS ESTABLISHING A LEGAL AND BINDING CONTRACT SUBJECT TO RESOLUTION OF CONTRACT. ORDERS WILL BE PLACED BY VARIOUS STATE AGENCIES, AS SHOWN HEREIN, AND, IF APPLICABLE, LOCAL GOVERNMENTAL ENTITIES AS NEEDS ARISE. SHIPPING INSTRUCTIONS WILL BE GIVEN IN EACH ORDER.

NOTE: THIS DOCUMENT SERVES AS A NOTICE OF CONTRACT AWARD ONLY, AND DELIVERIES ARE TO BE MADE ONLY AFTER RECEIPT OF ORDER PLACED BY STATE AGENCY OR, IF APPLICABLE, LOCAL GOVERNMENTAL UNIT.

1. APPLICABLE LAWS. THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE SUBJECT TO ILLINOIS LAWS AND RULES, INCLUDING THE STANDARD PROCUREMENT RULES. THE RULES MAY BE VIEWED AND/OR DOWNLOADED FROM THE INTERNET AT WWW.STATE.IL.US/CMS. IN THE PURCHASING AREA OF THE CMS HOME PAGE, CLICK ON 'STANDARD PROCUREMENT RULES'.

ANY PROVISION CONTAINING A CITATION TO ILLINOIS STATUTORY REQUIREMENTS (CITED ILCS) MAY NOT CONTAIN COMPLETE STATUTORY LANGUAGE. THE OFFICIAL TEXT CAN BE FOUND IN THE APPROPRIATE CHAPTER AND SECTION OF THE ILLINOIS COMPILED STATUTES. AN UNOFFICIAL VERSION CAN BE VIEWED AT WWW.LEGIS.STATE.IL.US.

2. INCORPORATION BY REFERENCE. THE PROVISIONS, CONDITIONS, SPECIFICATIONS, AND CERTIFICATIONS CONTAINED IN THE INVITATION TO BID ARE, BY THIS REFERENCE, MADE A PART HEREOF.

3. TRANSPORTATION. UNLESS OTHERWISE SPECIFIED HEREIN, THE VENDOR MUST PAY TRANSPORTATION CHARGES.

4. PACKING LIST. PACKING LISTS SHOWING STATE OF ILLINOIS OR OTHER GOVERNMENTAL UNIT ORDER NUMBER (S) MUST BE FURNISHED WITH EACH SHIPMENT AND THE ORDER NUMBER AND VENDOR NAME MUST BE MARKED ON THE OUTSIDE OF EACH SHIPPING CONTAINER.

5. BILLING AND PAYMENT. SUBMIT INVOICE TO THE AGENCY SHOWN IN THE 'BILL TO' AREA OF THE ORDER FORM. STATE AGENCIES MAY REQUIRE BILLING VIA STATE INVOICE VOUCHER (FORM C-13) AND SUCH FORM WILL BE PROVIDED BY THE 'BILL TO' AGENCY. ALL INVOICES MUST SHOW THE STATE ORDER NUMBER. YOUR NAME AND ADDRESS MUST MATCH THE NAME SHOWN ON THE ORDER. DIRECT ALL BILLING/PAYMENT MATTERS TO THE 'BILL TO' AGENCY. BY SUBMITTING AN INVOICE, VENDOR CERTIFIES THE SUPPLIES AND SERVICES MET ALL REQUIREMENTS SET FORTH IN THE CONTRACT AND THE AMOUNT BILLED AND THE EXPENSES INCURRED ARE AS ALLOWED IN THE CONTRACT. ALL CORRESPONDENCE RELATING TO PAYMENT OF INVOICES MUST BE DIRECTED TO THE AGENCY RECEIVING THE MERCHANDISE.

LATE PAYMENT CHARGES, IF ANY, SHALL NOT EXCEED THE FORMULA ESTABLISHED IN THE STATE 'PROMPT PAYMENT' ACT (30 ILCS 540/1) AND RULES (74 ILL. ADM. CODE 900). PAYMENTS DELAYED AT THE BEGINNING

OF THE STATE'S FISCAL YEAR (JULY AND AUGUST PAYMENTS) DUE TO THE APPROPRIATION PROCESS SHALL NOT BE CONSIDERED A BREACH.

6. AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65). VENDOR AND ITS SUBCONTRACTORS SHALL MAINTAIN BOOKS AND RECORDS RELATING TO PERFORMANCE OF THE CONTRACT OR SUBCONTRACT AS NECESSARY TO SUPPORT AMOUNTS CHARGED TO THE STATE UNDER THE CONTRACT OR SUBCONTRACT. THE BOOKS AND RECORDS SHALL BE MAINTAINED BY THE VENDOR FOR A PERIOD OF 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 3 YEARS FROM THE LATER OF THE DATE OF FINAL PAYMENT UNDER THE SUBCONTRACT OR COMPLETION OF THE SUBCONTRACT. THE 3-YEAR PERIOD SHALL BE EXTENDED FOR THE DURATION OF ANY AUDIT IN PROGRESS DURING THE TERM. ALL BOOKS AND RECORDS REQUIRED TO BE MAINTAINED UNDER THIS SECTION SHALL BE AVAILABLE FOR REVIEW OR AUDIT BY REPRESENTATIVES OF THE AUDITOR GENERAL AND THE PURCHASING AGENCY AND BY 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. FAILURE TO MAINTAIN THE BOOKS AND RECORDS REQUIRED BY THIS SECTION SHALL ESTABLISH A PRESUMPTION IN FAVOR OF THE STATE FOR THE REVOCERY OF ANY FUNDS PAID BY THE STATE UNDER THE CONTRACT FOR WHICH ADEQUATE BOOKS AND RECORDS ARE NOT AVAILABLE TO SUPPORT THE PURPORTED DISBURSEMENT.

7. FUNDING. OBLIGATIONS OF THE STATE SHALL CEASE WITHOUT PENALTY OR FURTHER PAYMENT BEING REQUIRED IF, IN ANY FISCAL YEAR, THE ILLINOIS GENERAL ASSEMBLY OR FEDERAL FUNDING SOURCE FAILS TO APPROPRIATE OR OTHERWISE MAKE AVAILABLE FUNDS FOR THIS CONTRACT. THE STATE WILL, HOWEVER, USE ITS BEST EFFORTS TO SECURE FUNDING FOR THIS CONTRACT.

8. AMENDMENTS. NO AMENDMENTS OR MODIFICATIONS TO THIS CONTRACT SHALL BE BINDING ON THE DEPARTMENT UNLESS IT IS IN WRITING AND CONTAINS THE AUTHORIZED SIGNATURE OF THE DIRECTOR OF THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES.

9. RENEWAL CLAUSE. UPON MUTUAL AGREEMENT OF THE PARTIES, THIS CONTRACT MAY BE RENEWED FOR A PERIOD NOT TO EXCEED THE TIME PERIOD OF THE ORIGINAL CONTRACT PROVIDED THE SAME TERMS AND CONDITIONS ARE ACCEPTED. A TERM CONTRACT CHANGE CONFIRMING RENEWAL OF THIS CONTRACT WILL BE ISSUED.

10. SIGNATURE. CONTRACTING AGENCY AND VENDOR SIGNATURE ON FILE.