

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
OCTOBER 2, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
2012 Police Department Laptop Computer Replacement	Resolution Ordinance ✓ Motion Discussion Only	Robert Porter, Police Chief

SYNOPSIS

A motion is requested to authorize a purchase of 58 ruggedized laptop computers (Panasonic Toughbook's Model Number CF-31Mk3) and nine standard laptop computers from CDS Office Technologies for a total amount of \$233,421.00

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include Exceptional Municipal Services.

FISCAL IMPACT

The FY12 Adopted Budget includes \$260,000 in the Equipment Replacement Fund for Public Safety laptop replacement.

UPDATE & RECOMMENDATION

This item was discussed at the September 18, 2012 Village Council meeting. Staff recommends approval on the October 2, 2012 Consent Agenda

BACKGROUND

Staff systematically evaluates computer replacement needs of the Village and plans accordingly, using budgeted funds within the Equipment Replacement Fund. Staff is proposing to replace all Police Department laptop computers as part of an ongoing five-year replacement cycle; the police department laptop computers were last replaced in June of 2007. The goal in replacing computers on a regular replacement cycle is to ensure Village staff operate efficiently through the use of up-to-date software and hardware.

As part of the evaluation process, staff identified an opportunity to reduce the number of ruggedized Toughbooks to be purchased, replacing nine of the laptops with standard, lower-cost laptops. This will result in a cost savings to the Village of over \$25,000.

This year's computer replacements for the Police Department will be from the Illinois State computer replacement contract, which offers competitively priced computers that meet the Village's requirements. The state contract also provides the advantage of getting the most current CF-31Mk3 laptops.

ATTACHMENTS

Quotes
 Contract Documents



CDS Office Technologies
 780 Belden Avenue, Suite A
 Addison, Illinois 60101
 United States
<http://www.cdsofficetech.com>

Quotation	
Date	Sep 12, 2012 2:50 PM CDT
Doc #	433586 - rev 1 of 1
Description	Panasonic Toughbook 31
SalesRep	Ketchum, Michael (P) 630-305-9034
Customer Contact	Herman, Bill (P) 630-434-5500 bherman@downers.us

Customer
 VILLAGE OF DOWNERS GROVE - POLICE DEPT
 (TV1964)
 825 BURLINGTON AVENUE
 DOWNERS GROVE, Illinois 60515
 (P) 630-434-5620

Bill To
 VILLAGE OF DOWNERS GROVE - POLICE
 DEPT
 HERMAN, BILL
 825 BURLINGTON AVENUE
 DOWNERS GROVE, Illinois 60515
 (P) 630-434-5500

Ship To
 VILLAGE OF DOWNERS GROVE - POLICE
 DEPT
 HERMAN, BILL
 825 BURLINGTON AVENUE
 DOWNERS GROVE, Illinois 60515
 (P) 630-434-5500

Customer PO: None	Terms: Unknown	Ship Via: UPS Ground
Special Instructions: None		Carrier Account #: None

Item Description	Part #	Qty	Tax	Unit Price	Total
PANASONIC TOUGHBOOK 31 (MK 3) - "FULLY-RUGGED"					
Panasonic Toughbook 31 Win7, Intel Core i5-3220M 2.60GHz, vPro, 13.1" XGA Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Single Pass (Selectable) Verizon 4G LTE, Emissive Backlit Keyboard, No Drive, Toughbook Preferred	CF-31SALAB1M	58	No	\$3,885.00	\$225,330.00

Subtotal: \$225,330.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$225,330.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. CREDIT CARD ORDERS WILL BE CHARGED A 3% CONVENIENCE FEE FOR PROCESSING THE ORDER. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



CDS Office Technologies
 780 Belden Avenue, Suite A
 Addison, Illinois 60101
 United States
<http://www.cdsofficeotech.com>

Quotation	
Date	Jul 16, 2012 12:24 PM CDT
Doc #	432804 - rev 1 of 1
Description	LJ463UT#ABA
SalesRep	Ketchum, Michael (P) 630-305-9034
Customer Contact	Herman, Bill (P) 630-434-5500 bherman@downers.us

Customer
 VILLAGE OF DOWNERS GROVE - POLICE DEPT
 (TV1964)
 825 BURLINGTON AVENUE
 DOWNERS GROVE, Illinois 60515
 (P) 630-434-5620

Bill To
 VILLAGE OF DOWNERS GROVE - POLICE
 DEPT
 HERMAN, BILL
 825 BURLINGTON AVENUE
 DOWNERS GROVE, Illinois 60515
 (P) 630-434-5500

Ship To
 VILLAGE OF DOWNERS GROVE - POLICE
 DEPT
 HERMAN, BILL
 825 BURLINGTON AVENUE
 DOWNERS GROVE, Illinois 60515
 (P) 630-434-5500

Customer PO: None	Terms: Undefined	Ship Via: UPS Ground
Special Instructions: None		Carrier Account #: None

Item Description	Part #	Qty	Tax	Unit Price	Total
HP ProBook 5330m 1 Intel Core i5-2520M 2.5GHz, 4GB DDR3, 500GB HDD, 13.3" Display, Backlit Keyboard, Windows 7 Professional 64-bit, Silver	LJ463UT#ABA	9	No	\$899.00	\$8,091.00

Subtotal: \$8,091.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$8,091.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. CREDIT CARD ORDERS WILL BE CHARGED A 3% CONVENIENCE FEE FOR PROCESSING THE ORDER. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

CONTRACT RENEWAL

The undersigned AGENCY and VENDOR (the PARTIES) agree to RENEW the described CONTRACT as follows:

- DESCRIPTION OF CONTRACT BEING RENEWED (include original contract number): Contract CMS8291640 between the Illinois (Department of Central Management Services and CDS Office Technologies for the purchase of mobile data computers, components, and software for the State of Illinois Wireless Network (IWLN). Renewal 1 of 3.
- TERMS AND CONDITIONS: This RENEWAL is on the same terms and conditions as the CONTRACT being renewed except as changed and described herein.
- RENEWAL TERM: This RENEWAL shall begin 5/13/2011 and shall run through 5/12/2012.
- COST (DESCRIBE CALCULATION AND/OR COST BASIS IF APPLICABLE): Pricing outlined in original contract.
- ATTACHMENTS: Certifications
Disclosures and Conflicts of Interest
Audit/Retention of Records Amendment
- CHANGES FROM CONTRACT BEING RENEWED (INCLUDING COMPENSATION):

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this RENEWAL to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR: CDS OFFICE SYSTEMS, INC. DBA
 (Vendor Name) CDS OFFICE TECHNOLOGIES
 Signature: [Signature]
 Printed Name: JEROME WATSON
 Title: CEO Date: 5/2/2011
 Address: 612 S DIRKSEN PKWY, SPRINGFIELD, IL 62703
 Phone: 217-528-8936 Fax: 217-753-4867
 E-mail: jclark@cdsot.com

STATE OF ILLINOIS
 (Procuring Agency Name) Central Management Services
 Official Signature: [Signature]
 Printed Name: James P. Sledge
 Title: Director Date: 5/5/11
 Designee Signature: [Signature]
 Printed Name: Sam Morrow
 Title: COO
 Address: 401 S. Spring
 Phone: 217-557-2412 Fax: 217-557-9073

Official Signature: _____
 Printed Name: _____
 Title: _____ Date: _____

CHIEF PROCUREMENT OFFICER
 Designee Signature: [Signature]
 Printed Name: Phil C. Krausman
 Title: SPO Date: 5/4/11

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
PBC# <u>11-60440</u>	Project Title <u>Illinois Wireless Network - Mobile Data contract</u>		
Contract # <u>CMS8291640</u>	Procurement Method (IFB, RFP, Small, etc)	IPB Publication Date <u>4/11/2008</u>	Award Code: <u>A</u>
IPB Ref. # <u>22021447</u>	Subcontractor Disclosure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Funding Source	Obligation #
Subcontractor Utilization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Printed Name	Date	
CPO 33 - General Counsel Approval: Signature			

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection, and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract, it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2) Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received any (i) an early retirement incentive prior to 1999 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 6/14-108.3 and 40 ILCS 6/16-133.3 (30 ILCS 105/15a).

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1-15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit of units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State; nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 60-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotting or any similar offense of any state or of the United States (720 ILCS 5/33-E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).
26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated."
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement

activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems, and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act, Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 6/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

CDS OFFICE SYSTEMS INC DBA CDS OFFICE TECHNOLOGIES

Signature Ronald S. Clark

Printed Name RONALD S. CLARK

Title VICE PRESIDENT - SALES Date 4-29-11

Address 617 S. DIRKSEN PARKWAY

SPRINGFIELD, IL 62703

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois (\$106,447.20) or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract thereon, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest thereon.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15% in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor (\$354,824.00), to have or acquire any such contract or direct pecuniary interest thereon.

Check One: No Conflicts Of Interest

Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section)

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section)

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal 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 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.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section):

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

STATEWIDE DESKTOP MASTER CONTRACT CMS 1560940A

Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section):

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes No

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure Information is submitted on behalf of:

CBS OFFICE TECHNOLOGIES

(Vendor/Subcontractor Name)

Name of Authorized Representative:

RONALD S. CLARK

Title of Authorized Representative:

VICE PRESIDENT SALES

Signature of Authorized Representative:

Ronald S. Clark

Date:

APRIL 29, 2011

Amendment to Contract # CMS8291640

The following clause is hereby incorporated into the above referenced contract:

AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): 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 under 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 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 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 its records for five 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 the contract 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 books and records.

VENDOR (show Company name and DBA)

CDS OFFICE SYSTEMS INC DBA CBS OFFICE TECHNOLOGIES

Signature

Printed Name

Title VICE PRESIDENT - SALES

Date 4-29-2011

Amendment to Contract # CMS 2291640B

The following clause is hereby incorporated into the above referenced contract:

AUDIT/RETENTION OF RECORDS (30 ILCS 600/20-65): 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 under 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 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 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 its records for five 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 the contract 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 books and records.

VENDOR (show Company name and DBA)

CDS OFFICE TECHNOLOGIES INC/DBA CDS OFFICE TECHNOLOGIES

Signature Ronald S. Clark

Printed Name RONALD S. CLARK

Title VP IT SALES Date 3-23-2012

CONTRACT RENEWAL

The undersigned AGENCY and VENDOR (the PARTIES) agree to RENEW the described CONTRACT as follows:

1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): The Department of Central Management Services and CDS Office Technologies are renewing Contract #CMS8291840 for the purchase of mobile data computers, components and software for the Illinois Wireless Network (IWIN). Renewal 2 of 3.
2. **TERMS AND CONDITIONS:** This RENEWAL is on the same terms and conditions as the CONTRACT being renewed except as changed and described herein.
3. **RENEWAL TERM:** This RENEWAL shall begin 5/13/2012 and shall run through 5/12/2013.
4. **COST (DESCRIBE CALCULATION AND/OR COST BASIS, IF APPLICABLE):** Pricing is per the original contract.
5. **ATTACHMENTS:** Certifications
Disclosures and Conflicts of Interest
Audit/Retention of Records
6. **CHANGES FROM CONTRACT BEING RENEWED (INCLUDING COMPENSATION):** N/A

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this RENEWAL to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR
 (Vendor Name) CDS Office Technologies
 Signature Richard C. Clark
 Printed Name _____
 Title VP IT Cont. Sales Date 5/23/2012
 Address 612 S. ...
 Phone 217-753-5524 Fax 217-753-4867
 E-mail rclark@cds.it.com

STATE OF ILLINOIS
 (Procuring Agency Name) Central Management Services
 Official Signature [Signature]
 Printed Name Malcolm Weems **24**
 Title Acting Director Date 5/11/12
 Designee Signature [Signature]
 Printed Name Jon E Morrow
 Title Boss-COD
 Address 801 Stratton, Springfield IL 62706

Official Signature [Signature] **CHIEF PROCUREMENT OFFICER**
 Printed Name Kyle P. Leonard
 Title State Purchasing Officer Date 5-11-12
 Address 60 W. Jefferson, Springfield, IL 62706

Designee Signature _____
 Printed Name _____
 Title _____ Date _____

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
Project Title	<u>IWIN equipment renewal contract renewal</u>	IPB Ref. #	
Contract #	<u>CMS8291840</u>	Procurement Method (IFB, RFP, Small, etc)	
Subcontractor Utilization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IPB Publication Date:	Award Code:
CPO 33 - General Counsel Approval	Signature _____	Funding Source	Obligation #
	Printed Name _____		Date _____

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an: (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/16a).
5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1, 15-80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 600/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 600/50-5).
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 600/50-10).
9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 600/60-10.5).

10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5a).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt); and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practices among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 586).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid retelling or any similar offense of any state or of the United States (720 ILCS 5/33-E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (776 ILCS 5/2-106).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (776 ILCS 25/2).
24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 684).
26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 46) are prohibited from doing business with the State until the violation is mitigated".
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement

activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 687)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-36) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

CDS OFFICE SYSTEMS INC - DBA CDS OFFICE TECHNOLOGIES

Signature Ronald S. Clark

Printed Name RONALD S. CLARK

Title VP SALES Date 3-23-2012

Address 612 So. DAKESBURY
SPRINGFIELD, ILL 62703

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12155

CDS Office Systems, Inc.

672 South Dirksen Parkway

Springfield IL 62703

Information for this business last updated on:

Tuesday, February 08, 2011

Certificate produced on Tuesday, February 08, 2011 at 10:47 AM



CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

- 1. TERM AND TERMINATION
- 2. DESCRIPTION OF SUPPLIES / SERVICES
- 3. PRICING
- 4. STANDARD TERMS AND CONDITIONS
- 5. CERTIFICATIONS AND CONFLICTS
- 6. SUPPLEMENTAL PROVISIONS

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 below.

VENDOR

(show name) CDS OFFICE SYSTEMS, INC. _____

Signature Ronald A Clark

Printed Name RON CLARK

Title VICE PRESIDENT COMPUTER SALES Date 04/30/08

Address 612 S DIRKSEN PARKWAY

Phone 217-753-5524 Fax 217-753-6536

E-mail rclark@cdsot.com

Dept. of Human Rights Public Contract # 91443-00

STATE OF ILLINOIS

(name of Agency/Buyer) _____

Signature _____

Signature: Maureen T. O'Donnell
Printed Name: Maureen T. O'Donnell
Title: Acting Director

By: Gwyn R. Gurgens
Printed Name: Gwyn R. Gurgens
Title: CMS State Purchasing Officer, Acting
Date: 5/13/08

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Official Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

Designee Signature _____

Printed Name _____

Title _____ Date _____

CPO #33 -- Approved by General Counsel

Signature _____

Printed Name _____ Date _____

STATE USE ONLY - Procurement Method (IFB, RFP, Small, etc):	IFB	Award Code: A
IPB Publication Date: 03/18/08	IPB Ref. # 22014447	Subcontractor Utilization? Y / N
(Fiscal Use Only) Obligation #		Subcontractor Disclosure? Y / N

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties and continue for a period of 36 months.

1.2 RENEWAL

This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

The state reserves the right to renew the contract for three one year periods.

1.3 TERMINATION FOR CAUSE

The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

2. **DESCRIPTION OF SUPPLIES AND SERVICES**

2.1 **NEED FOR SUPPLIES AND/OR SERVICES**

The Illinois Department of Central Management Services is establishing a master contract for the purchase of goods and services of mobile data computers, peripherals and software for the State of Illinois Wireless Information Network.

CMS intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize this contract. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525]. For more information on this program, please feel free to visit the CMS website: <http://www.state.il.us/cms/1servicesg/jntpurch:htm>

2.2 **GOALS AND OBJECTIVES**

The objective of the contract is to provide a purchasing mechanism for public safety entities throughout the State of Illinois to purchase mobile data computers, components and software on an as needed basis. The State will have no minimum purchase obligation under this contract.

This contract shall not restrict purchases to or require purchase of brand name product and is not intended to limit or restrict competition for like product/service. This contract shall provide a procurement vehicle where it has been determined that specific brand of product or service is required pursuant to Illinois Procurement Code/Rules.

2.3 **SUPPLIES AND/OR SERVICES REQUIRED**

Vendor acknowledges that all equipment is new.

The State recognizes that the manufacturer may make product changes and add new products or product upgrades at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of changes or additions to products including invalid or discontinued part numbers under this contract. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the Contract term, including optional renewals to the customer.

Panasonic CF-30 Ruggedized Laptop Mobile Data Computer
Mobile Date Computer Bundle (Must include the above listed MDC and the following items: Backlit keyboard, Battery Charger w/ AC adapter, additional serial ports, Combo Drive DVD-ROM/CD-RW, CDMA wireless modem (internal, Verizon Wireless approved), ext. mouse, carrying case, 3-yr limited warranty including battery, all necessary cables, and Windows Operating System, 80GB hard drive, 56K PCMCIA Modem, Internal antenna.
Parts/Accessories:
High-Gain Antenna Pass Thru
Backlit Keyboard
Combo Drive DVD-ROM/CD-RW (Included in bundle)
Panasonic Single Pass Vehicle Port Replicator (Included in bundle)
Desktop Port Replicator (Included in bundle)
Li-ion Battery (Main Battery Replacement)
Battery Charger w/o AC Adapter (Included in bundle)
AC Adapter (Included in bundle)
80 GB Hard Drive (Included in bundle)
Integrated CDMA Wireless Modem (Verizon Wireless network approved) (Included in bundle)
Universal Carrying Case (Included in bundle)
USB/ Combo Mouse 3 Button (Included in bundle)
Charge Guard for MDC
2 GB Additional RAM for MDC
External Speakers for laptop
DC Adapter for Cigarette lighter
1000 nit Touchscreen
Integrated GPS & Antenna& Optional External Antenna Port (1575mhz)
LCD Protective Film

Semi- Ruggedized Laptop Mobile Data Computer**Panasonic 74 Semi-ruggedized laptop Mobile Data Computer**

Semi-ruggedized laptop computer with integrated CDMA wireless modem, carrying case, battery charger with AC adapter, Combo Drive DVD-ROM/CD-RW,, external mouse, necessary cables and 3 year limited warranty including battery.

Parts/Accessories:

L-Ion Rechargeable Battery for Semi-ruggedized laptop
 DC (cigarette plug) adapter for Semi-ruggedized-laptop
 Port Replicator
 Battery Charger
 AC Adapter
 Carrying case
 2 GB Additional RAM for MDC

Symbol Handheld 2D Bar Code Scanner and Image Capturing Device

Rugged Bar Code Scanners Handheld 1D/2D and Image Capturing Device Host power, USB, Minimum resolution 640 x 480, Omni-directional (include all necessary cables and connectors) 3-yr limited warranty

Pentax Printer (In-car printer), Mobile Computing Solution

In car Printer- Pentax Pocket jet 5 Inch adapter for power cord and plug. Sheet fed or role fed. 3-yr limited warranty

In car Printer Bundle (Bundle includes: Printer, Fast charging NI-CD Battery, AC Adapter/Power Cord, Appropriate Cable, Printer Carrying Case, Head Cleaner, 100-Sheet Box of Paper, Documentation/Driver Disk.

Parts/Accessories:

NICD Battery
 Universal AC Adapter ADPTR/CHRGR (110/220V) with power cable.
 Appropriate cable for printer
 12 Volt DC Hardware Solution
 12 Volt DC Car Adapter Charger

Paper:

Letter Size Paper for above Printer (100 sheets per box)
 Legal Size Paper for above Printer (100 sheets per box)
 Roll Paper (100') for above Printer

LEDCO Mounting & Docking Solutions

Mounting and Docking solution for the Mobile Data Computer. Connectivity includes Serial:DB9 (9-Pin) Connection (2), Parallel: DB25 (25-Pin) Connection (1), USB: fully powered USB 2.0 (3), Ethernet: RJ45 Ethernet (1), Antenna: Single hi-gain optional Dual hi gain, VGA: (1), PS/2: (1), Speaker: Stereo (1), Microphone: Stereo (1), Noise Filtering: Yes, EMI Filtering: Yes, Input Voltage: 12V DC, Vibration Testing: MIL-STD 810E 514.5/Impact Tested. (must include adjustable tube, swing arm, Tilt lazy susan mount external speakers and charge guard) 3-yr limited warranty

Console & Mounted Arm Rest (or other proposed configuration) Printer bracket for proposed printer. Must meet single feed mounting solution.

Metal mounting bracket for scanner/image capture device (must be non-abrasive and capable of supporting the scanner proposed in a vertical position)

Console & Mounted Arm Rest printer bracket with roll feed for proposed printer

Arm Rest Sheet Feed Bracket to Roll Feed change out

External Speakers for laptop

Charge Guard for laptop

Heavy Duty Base Plate

Printer Bracket w/ Hardware

Center Console Arm Rest Printer Bracket, hinged arm rest and forearm pad

External Antenna nmo mount dual band cdma with connector stick and flat roof mount.

Preloaded Software

Windows Vista Home Premium

Windows XP Pro

WordPerfect Suite (Includes maintenance)

WordPerfect (Media Only)

Lotus Smart Suite Millennium Edition (Media Only)

Lotus Smart Suite Level-H

Microsoft Office 2007 STD

McAfee Anti-Virus Scan Security Suite w/Media

McAfee Anti-Virus Scan Security Suite 2 Year Sub

Street Atlas USA

Symantec Antivirus Corporate Edition 2 Year Sub

Loading State- provided software (including Motorola Client and Office Information Manager, or any other software provided by the state) - Three levels of services – Setup, Technical Support and Training. The setup services ensures that the end-user has a fully functional IWIN client ready to use immediately, without having to spend agency personnel time (and money) to get up and running.

Technical Support – Phone support-24x7 - Panasonic support is always available to ensure productivity. Panasonic has a telephone support hotline, website and team of expertly trained field personnel which minimizes your downtime.

Telephone Support

Should you have a question or experience a problem with a Toughbook, the Panasonic technical support hotline is available at any time by calling 1-800-LAPTOP5 (1-800-527-8675). When you call, you'll reach a technical support specialist who will help determine your coverage and diagnose the problem. The specialist can also ship replacement parts and assist when your Toughbook needs to be shipped to the National Service Center, or direct you to the appropriate international service center. Our National Service Center turns around 90% of its repairs in two business days or less.

Website Support

The Panasonic Toughbook website at panasonic.com/toughbook provides you with information quickly and easily. The Download Center lets you download drivers, first-aid disks, BIOS, tools, utilities and manuals at any time. The website also outlines detailed information on warranty programs and support services, such as answers to frequently asked questions.

2.4 MILESTONES AND DELIVERABLES

Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.5 VENDOR / STAFF SPECIFICATIONS

2.6 WHERE SERVICES ARE TO BE PERFORMED

Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract.

2.7 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.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES

2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use, (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies, (d) will be of good title and be free and clear of all liens and encumbrances, and (e) will 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. 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.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH

Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS

All equipment and software shall be delivered within 15 days of receipt of order. A 10% penalty will be assessed if equipment is not received within 15 days of receipt of order.

~~Orders against this contract will be made by State agencies using a State approved purchase form (e.g. Basic Ordering Agreement) as the need arises. Other governmental units of the State will submit their own purchase forms. Orders written through and including the last day of the contract shall be honored. Vendor will invoice the customer identified on each purchase form upon completion of the order~~

The price to the Customer under this contract shall include shipping and handling fees. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION**

Vendor shall be compensated by the following method:

- hourly _____
- monthly _____
- annually _____
- project _____
- item _____

3.2 **MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES**

- Firm Price _____
- Estimated Price \$15,000,000.00 for initial 36 month term _____

Panasonic CF-30 Ruggedized Laptop Mobile Data Computer	Unit Price
	3,794.00

Mobile Date Computer Bundle

(Must include the above listed MDC and the following items: Backlit keyboard, Battery Charger w/ AC adapter, additional serial ports, Combo Drive DVD-ROM/CD-RW, CDMA wireless modem (internal, Verizon Wireless approved), ext. mouse, carrying case, 3-yr limited warranty including battery, all necessary cables, and Windows Operating System, 80GB hard drive, 56K PCMCIA Modem and Internal antenna)

Parts/Accessories:

High-Gain Antenna Pass Thru	54.00
Backlit Keyboard	200.00
*Combo Drive DVD-ROM/CD-RW (Included with Bundle)	249.00
*Panasonic Single Pass Vehicle Port Replicator	370.00
*Desktop Port Replicator	245.00
Li-ion Battery (Main Battery Replacement)	153.00
*Battery Charger w/o AC Adapter (Included with Bundle)	163.00
*AC Adapter (Included with Bundle)	45.00
*80 GB Hard Drive (Included with Bundle)	165.00
*Integrated CDMA Wireless Modem (Verizon Wireless network approved)	460.00
(Included with Bundle)	
*Universal Carrying Case (Included with Bundle)	45.00
*USB/ Combo Mouse 3 Button (Included with Bundle)	6.00
Charge Guard for MDC	62.00
2 GB Additional RAM for MDC	100.00
External Speakers for laptop	18.00
DC Adapter for Cigarette lighter	85.00
1000 nit Touchscreen	590.00
Integrated GPS & Antenna & Optional External Antenna port (1575mhz)	375.00
LCD Protective Film	62.00

****Items with an asterisk next to the line item are included in the bundle however pricing is provided for standalone purchases.

Semi- Ruggedized Laptop Mobile Data Computer	Unit Price
Panasonic 74 Semi-ruggedized laptop Mobile Data Computer	
Panasonic Semi-ruggedized laptop computer with integrated CDMA wireless modem, carrying case, battery charger with AC adapter, Combo Drive DVD-ROM/CD-RW, Drive, external mouse, necessary cables and 3 year warranty limited warranty including battery	3562.00

Parts/Accessories:

L-Ion Rechargeable Battery for Semi-ruggedized laptop	153.00
DC (cigarette plug) adapter for Semi-ruggedized laptop	101.00
Port Replicator	153.00
Battery Charger	153.00
AC Adapter	92.00
Carrying case	40.00
2 GB Additional RAM for MDC	100.00

Symbol Handheld 2D Bar Code Scanner and Image Capturing Device

Rugged Bar Code Scanners Handheld 1D/2D and Image Capturing Device	275.00
Host power, USB, Minimum resolution 640 x 480, Omni-directional (include all necessary cables and connectors) 3-yr limited warranty	

Pentax Printer (In-car printer), Mobile Computing Solution

In car Printer – Pentax Pocket jet 5 inch adapter for power cord and plug sheet fed or role fed. 3-yr limited warranty	230.00
In car Printer Bundle (Bundle includes: Printer, Fast charging NI-CD Battery, AC Adapter/Power Cord, Appropriate Cable, Printer Carrying Case, Head Cleaner, 100-Sheet Box of Paper, Documentation/Driver Disk.	306.00

Parts/Accessories:

NICD Battery	32.00
Universal AC Adapter ADPTR/CHRGR (110/220V) with power cable	32.00
Appropriate cable for printer	8.00
12 Volt DC Hardware Solution	18.00
12 Volt DC Car Adapter Charger	18.00

Paper:

Letter Size Paper for above Printer (100 sheets per box)	7.50
Legal Size Paper for above Printer (100 sheets per box)	8.00
Roll Paper (100') for above Printer	35.00

LEDCO Mounting & Docking Solutions

Mounting and Docking solution for the Mobile Data Computer. Connectivity includes Serial:DB9 (9-Pin) Connection (2), Parallel: DB25 (25-Pin) Connection (1), USB: fully powered USB 2.0 (3), Ethernet: RJ45 Ethernet (1), Antenna: Single hi-gain optional Dual hi gain, VGA: (1), PS/2: (1), Speaker: Stereo (1), Microphone: Stereo (1), Noise Filtering: Yes, EMI Filtering: Yes, Input Voltage: 12V DC, Vibration Testing: MIL-STD 810E 514.5/Impact Tested. (must include adjustable tube, swing arm, Tilt lazy susan mount external speakers and charge guard) 3-yr limited warranty	1054.00
Console & Mounted Arm Rest (or other proposed configuration) Printer bracket for proposed printer. Must meet single feed mounting solution.	208.00
Metal mounting bracket for scanner/image capture device (must be non-abrasive and capable of supporting the scanner proposed in a vertical position	45.00
Console & Mounted Arm Rest printer bracket with roll feed for proposed printer	208.00
Arm Rest Sheet Feed Bracket to Roll Feed change out	208.00
External Speakers for laptop	19.00
Charge Guard for laptop	62.00
Heavy Duty Base Plate	33.00
Printer Bracket w/ Hardware	208.00
Center Console Arm Rest Printer Bracket, hinged arm rest and forearm pad	208.00
External Antenna nmo mount dual band cdma with connector stick and flat roof mount	50.00

Preloaded Software

Windows Vista Home Premium	0.00
Windows XP Pro	0.00
WordPerfect Suite (includes maintenance)	189.00
WordPerfect (Media Only)	23.00
Lotus Smart Suite Millennium Edition (Media Only)	94.00
Lotus Smart Suite Level-H	94.00
Microsoft-Office-2007-STD	259.00
McAfee Anti-Virus Scan Security Suite w/Media	19.00
McAfee Anti-Virus Scan Security Suite 2 Year Sub	38.00
Street Atlas USA	35.00
Symantec Antivirus Corporate Edition 2 Year Sub	39.00
Loading State provided software (including Motorola Client and Office Information Manager, or any other software provided by the State Technical Support – Phone support 24x7	45.00 included

3.3 RENEWAL COMPENSATION

If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 EXPENSES

Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT

_____ % discount for payment within _____ days of receipt of invoice

3.6 TAX

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING

Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract.

3.8 PAYMENT TERMS AND CONDITIONS

3.8.1 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).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)

State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, 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 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.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

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 under 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 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 years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and 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 the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 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 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to this Contract 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 or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except 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.

4.6 USE AND OWNERSHIP

All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY

The Vendor agrees to 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 representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE

Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (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) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.9 INDEPENDENT CONTRACTOR

Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING

This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors 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. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 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/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 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.

4.13 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 officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW

This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. 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 Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT

If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION

Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY

The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the 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 the contact information.

5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).
- 5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- 5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
- 5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- 5.6 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- 5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- 5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- 5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- 5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
- 5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).

5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.23 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.24.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.24.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).

5.24.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

6. SUPPLEMENTAL PROVISIONS

6.1 ENTIRE CONTRACT

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. 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.

N/A ___ Definitions

N/A ___ Public Works Requirements (820 ILCS 130/4)

N/A ___ 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 \$2000 per year (30 ILCS 500/25-60)

N/A ___ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

N/A ___ Prohibition on Contingent Fees (certain federally funded contracts)

N/A ___ BEP Subcontracting Requirements

N/A ___ State Supplemental Terms and Conditions

N/A ___ Vendor Supplemental Terms and Conditions

N/A ___ Other (describe)