

STATE OF ILLINOIS

INVITATION FOR BID

Illinois Department of Innovation and Technology

JPMC CrowdStrike Software Products

20-448DoIT-ADMIN-B-22722

The Department of Innovation and Technology (“DoIT”, “Agency,” or “State”) requests bids from responsible Vendors to meet its needs. A brief description is set forth below for the Bidder’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes a Bid.

Joint Purchasing Procurement:

This solicitation is issued by DoIT in cooperation and agreement with the Chief Procurement Officer for General Services. The purpose of this solicitation is to establish a contract to enable all governmental units and qualified not-for-profit agencies to purchase supplies, or services on an as needed basis during the contract period. By submitting a Bid, Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the resulting contract for the items in the resulting contract to all governmental units and qualified not-for-profit agencies.

The supplies or services subject to the resulting contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

“Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute. “Qualified not-for-profit agency” means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

STATE OF ILLINOIS

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Illinois Department of Innovation and Technology

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Brief Description:

DoIT is requesting to execute a multi-year, Joint Purchase Master Contract (JPMC) with a Vendor that can provide Enterprise Licensing Agreement for all CrowdStrike Software products, including maintenance, offered in the CrowdStrike Offerings Catalog (including but not limited to software, support/maintenance services, training etc.). This group of CrowdStrike offers will be referred to as “CrowdStrike Products” when referenced for the remainder of this document.

The resulting contract with the awarded Bidder shall have an initial term of ten (10) years from date of execution. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, DoIT has the option to renew for the following terms: there are no renewal options available.

Please read the entire solicitation package and submit a Bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package should be completed in full and submitted along with the price proposal which will constitute the Bid. If submitting your Bid in paper format and by mail, do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Chief Procurement Officer for General Service’s website at

<https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx> . These sections are a material part of this solicitation, and must be returned when applicable with a Bidder’s Bid.

Bids that do not adhere to form and content of the Invitation for Bid requirements may not be considered.

STATE OF ILLINOIS

OUTLINE

SECTION 1.

Part

Instructions and General Information	A.
Process Changes Resulting from BidBuy	A.1
Conflict Between Information in Paper Format and BidBuy	A.2
How to Enter Information	A.3
Published Procurement Information	A.4
Information Contact.....	A.5
Bidder Questions and Agency Response	A.6
Pre-Submission Conference.....	A.7
Bid Due Date, Time and Address for Submission of Bids.....	A.8
Organization Required	A.9
Submission of Bids	A.10
Security	A.11
Small Business Set-Aside.....	A.12
Minority Contractor Initiative	A.13
Federal Funds.....	A.14
Employment Tax Credit	A.15
Governing Law and Forum	A.16
Public Records and Requests for Confidential Treatment	A.17
Reservations.....	A.18
Award	A.19
Invoicing Address	A.20
Protest Review Office	A.21
Evaluation Process	A.22
Minorities, Women, and Persons with Disabilities Participation and Utilization Plan	A.23

STATE OF ILLINOIS

OUTLINE

Veteran Small Business Participation and Utilization Plan	A.24
BidBuy Terminology	A.25

SECTION 2.

Offer to the State of Illinois	B.
---	-----------

SECTION 3.

Exceptions to Solicitation and Contract Terms and Conditions	C.
---	-----------

CONTRACT

Description of Supplies and Services	1.
Goal	1.1
Supplies and/or Services Required	1.2
Milestones and Deliverables	1.3
Vendor/Staff Specifications	1.4
Transportation and Delivery	1.5
Subcontracting	1.6
Successor Vendor	1.7
Where Services Are to Be Performed	1.8
Pricing.....	2.
Format of Pricing.....	2.1
Type of Pricing.....	2.2
Expenses Allowed	2.3
Discount	2.4
Vendor's Pricing	2.5
Maximum Amount	2.6

STATE OF ILLINOIS

OUTLINE

Term and Termination	3.
Term of this Contract	3.1
Renewal	3.2
Termination for Cause	3.3
Termination for Convenience	3.4
Other Termination	3.5
Suspension	3.6
Availability of Appropriation	3.7
Standard Business Terms and Conditions	4.
Payment Terms and Conditions	4.1
Assignment	4.2
Subcontracting	4.3
Audit/Retention of Records	4.4
Time is of the Essence	4.5
No Waiver of Rights	4.6
Force Majeure	4.7
Confidential Information	4.8
Use and Ownership	4.9
Indemnification and Liability	4.10
Insurance	4.11
Independent Contractor	4.12
Solicitation and Employment	4.13
Compliance with the Law	4.14
Background Check	4.15
Applicable Law	4.16
Anti-Trust Assignment	4.17
Contractual Authority	4.18

STATE OF ILLINOIS

OUTLINE

Expatriated Entities.....	4.19
Notices	4.20
Modifications and Survival.....	4.21
Performance Record/Suspension	4.22
Freedom of Information Act	4.23
Schedule of Work.....	4.24
Warranties for Supplies and Services	4.25
Reporting Status and Monitoring Specifications	4.26
Employment Tax Credit.....	4.27
Supplemental Terms	4.28
Security Requirements	4.29
State Supplemental Provisions.....	5.

The following sections (FORMS A, FORMS B, BEP Utilization Plan, VSB Utilization Plan, Letter of Intent) of the solicitation may be found on the CPO's website at:

<https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx>

FORMS A

Complete this section if you are not using a State of Illinois Vendor Registration Number which represents registration in the Illinois Procurement Gateway (IPG).

Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Transact Business or Conduct Affairs in Illinois.....	3.
Standard Certifications	4.

STATE OF ILLINOIS

OUTLINE

State Board of Elections	5.
Disclosure of Business Operations in Iran	6.
Financial Disclosures and Conflicts of Interest	7.
Taxpayer Identification Number	8.

FORMS B

Complete this section if you are using an active State of Illinois Vendor Registration Number.

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

Illinois Procurement Gateway Registration # and expiration date	1.
Certification Timely to this Solicitation or Contract	2.
Disclosures of Lobbyists and Contracts	3-4.

Download from the CPO's website and complete these documents if this IFB contains a

Business Enterprise Program (BEP) goal.

BEP Utilization Plan

Letter of Intent Template

Download from the CPO's website and complete these documents if this IFB contains a

Veteran Small Business Program (VBP) goal.

Veteran Small Business Utilization Plan

Letter of Intent Template

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION

- A.1 PROCESS CHANGES RESULTING FROM BIDBUY:** BidBuy is the new electronic procurement system being used by State agencies under the jurisdiction of the Chief Procurement Officer for General Services. With the implementation of BidBuy, some procurement processes have changed. In some instances, BidBuy entirely replaces the State's previous procurement processes. In others, the past instruction or process remains unchanged or is augmented by BidBuy.

The State publishes Invitations for Bid (IFB) in BidBuy. BidBuy consists of public webpages that may be referred to as the "Bulletin" or information "on BidBuy". BidBuy also permits vendors to create password protected Seller Accounts allowing electronic quoting for some procurement methods. The IFB, along with other attachments and information on BidBuy, constitutes the State's solicitation. The State may accept electronic bids in response to IFBs through BidBuy. Bidders may continue to submit bids in paper format and in accord with the instructions for submission. Bidders must pay special attention to the instructions found on BidBuy as they augment the information in this IFB. Bidders shall read the entire contents of this IFB and direct any questions to the Information Contact found on the BidBuy posting.

- A.2 CONFLICT BETWEEN INFORMATION ON PAPER AND BIDBUY:** If the State provides information in paper format (i.e. the IFB and other attachments) that is different or in conflict with the information the State provides on BidBuy, then the information in paper format is presumed to represent the State's intent. If the Bidder provides information in paper format that is different or in conflict with the information the Bidder provides in BidBuy, then the information in paper format shall represent the Bidder's intended submission.

- A.3 HOW TO ENTER INFORMATION:** Type information in the text form fields provided. Text form fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Bidder's situation, then enter "N/A" into the text form field. Please enter the requested information or N/A into every red text field. Please note that the CONTRACT section of this solicitation may be used as the contract between the State of Illinois and the awarded vendor. If used, then the Financial Disclosures and Conflicts of Interest, Disclosure of Business Operations in Iran, and Standard Certifications provided in Forms A or the Illinois Procurement Gateway, and certifications and disclosures provided in Forms B (if applicable) will become a material part of the contract.

If the State allows electronic quotes, then the Bidder may submit some information via BidBuy by following the prompts and instructions contained within BidBuy.

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

A.4 PUBLISHED PROCUREMENT INFORMATION: The State publishes procurement information, including solicitations, awards, and amendments, on the General Services Illinois Procurement Bulletin, referred to as the Bulletin or BidBuy (<https://www.bidbuy.illinois.gov/bsa/>). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notice of future amendments to the solicitation.

A.5 INFORMATION CONTACT: The individual listed in the “Info Contact:” on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Bidders should only communicate with the Information Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

Suspected errors should be immediately reported to the Information Contact. Do not discuss, directly or indirectly, the solicitation or any bid with any State officer or employee other than the Information Contact.

A.6 BIDDER QUESTIONS AND AGENCY RESPONSE: All questions, other than questions raised at the Pre-Submission Conference, pertaining to this solicitation must be submitted in writing to the Information Contact no later than **August 20, 2021**. Questions received and Agency responses may be posted as an Amendment to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin.

A.7 PRE-SUBMISSION CONFERENCE

In the Bulletin posting, the Agency may schedule a Pre-Submission Conference as the “Pre-Bid Conference:”.

Is attendance at the Pre-Submission Conference mandatory? ☐ Yes ☒ No

If attendance is mandatory, Bidder (current Vendor included) will be disqualified and considered non-responsive if Bidder does not attend, is not on time, leaves early or fails to sign the attendance sheet. Bidder must allow adequate time to accommodate security screenings at the site.

A.8 BID DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF BIDS: Each solicitation contains the Bid Due Date and Time, which appear under “Bid Opening Date” on the Bulletin posting. Bids will be opened on the Bid Opening Date at the “Submit/Deliver Paper Bids To” address provided below. Prior to the Bid Opening Date, Bids will only be accepted by the State of Illinois on Mondays through Fridays, between the business hours of 8:00 a.m. - 5:00 p.m. CT. On the Bid Opening Date, Bids will only be

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

accepted prior to the Time listed under “Bid Opening Date” on the Bulletin posting. Bids will not be accepted, and should not be delivered to the State, on any State-observed holidays or weekend days. Late bids shall be deemed non-responsive and will not be considered. 44 ILL. ADM. CODE 1.2005(b).

A.8.1. Bid Firm Time: **Vendor’s Bid must remain firm for 180 days from opening.**

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

A.8.2. Submit/Deliver Paper Bids To:

Label (outside of envelopes/containers):

Agency: Illinois Department of Innovation and Technology	"Sealed Bid – Do Not Open"
Attn: Contract Compliance	Project Title & BidBuy Bid #: JPMC CrowdStrike Software Products
Address: 120 West Jefferson Street	Due Date & Time: 10:00 AM CST, Tuesday August 31, 2021
City, State Zip: Springfield IL 62072	<i>Vendor Name</i>
	<i>Vendor City, State and Zip</i>

A.9 ORGANIZATION REQUIRED: Bids in paper format may be submitted in as few as three and as many as five packets. Please follow these instructions carefully. Separately seal and label each packet.

A.9.1. Packet 1 shall contain the Contract section and if applicable a Redacted copy (Section 1, Part A.15).

A.9.2. Packet 2 shall contain the Offer (Section 2, Part B).

If applicable, the packet shall also contain Exceptions to Solicitation Contract Terms and Conditions (Section 3, Part C.1) and References (Section 3, Part C.2).

A.9.2.1. Exceptions must be provided on the Exceptions to Solicitation Contract Terms and Conditions form or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Bid.

A.9.2.2. Additional Bidder Provisions may be stated on the Exceptions to Solicitation Contract Terms and Conditions form, but should not include exceptions to Agency

11

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a Bidder's position or, for example, a Bidder's licensing agreement.

- A.9.3. Packet 3 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Bidders that do not have an active registration in the Illinois Procurement Gateway (IPG).

Forms B consists of two pages and a one-page Taxpayer Identification Number. Forms B is only returned by Bidders that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

- A.9.4. Packet 4 shall contain a response to the Minorities, Women, and Persons with Disabilities participation requirements. Packet 4 is only returned if a Business Enterprise Program goal is stated in the Bulletin posting.

- A.9.5. Packet 5 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 5 is only returned if a VSB goal is stated in the Bulletin posting.

A.10 SUBMISSION OF BIDS: Bids may be submitted in paper format or via BidBuy if "Allow Electronic Quote: Yes" is indicated on the Bulletin posting.

A.10.1. To aid in the organization of the Bid submitted in paper format, submit it in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the BidBuy reference number, the packet number, the Bidder's name and the wording: "Sealed Bid – Do Not Open." The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. You may put the entire Bid on one CD or USB flash drive. **The electronic version of the Offer should be submitted in Microsoft Word 2010 and/or Excel 2010, or newer, as applicable and also in Adobe PDF format.**

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
Contract and if applicable a Redacted copy – PACKET 1	0	0	0

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

SECTION 2 Part B (OFFER) and applicable forms in SECTION 3 Part C – PACKET 2	0	0	0
FORMS A or FORMS B – PACKET 3	0	0	0
MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 4	NA	NA	NA
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 5	NA	NA	NA

A.10.2. If the State allows electronic quotes via BidBuy, the Bidder may submit the following forms and others by uploading them in the Attachment tab.

- Offer to the State
- Contract
- Redacted copy of Bid (if applicable)
- Exceptions to Solicitation Contract Terms and Conditions (if applicable)
- References (if applicable)
- Standard Certifications
- Forms A (if applicable)
- Forms B (if applicable)
- Letter of Intent (if applicable)
- BEP Utilization Plan (if applicable)
- Veteran Small Business Utilization Plan (if applicable)
- Bid or Performance bond (if applicable)

If the Bidder submits its Bid entirely via BidBuy, then the Bidder must complete, sign, and upload all required documents, such as the Contract, BEP Utilization Plan if applicable, and either Forms A or Forms B.

A.11 SECURITY: Bid Bond \$ NA / Performance Bond \$ NA. If a bid bond is required, Bidder must submit the bid bond with the Bid. If a performance bond is required, Bidder must submit the performance bond

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

to the solicitation contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

- A.12 SMALL BUSINESS SET-ASIDE:** In the Bulletin posting, if “Yes” is shown to the question “Is this subject to Small Business Set-Aside?”, then Bidder must be qualified by the Small Business Set-Aside Program at the time bids are due in order for the Bid to be evaluated. For complete requirements and to qualify Bidder’s business in the Small Business Set-Aside Program, visit the CPO’s website at <https://www2.illinois.gov/cpo/general/Pages/Sell2Illinois.aspx>.
- A.13 MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any bidder awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.14 FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.15 EMPLOYMENT TAX CREDIT:** Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.16 GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with “ILCS.” Bidder may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code Part 1) are applicable to this solicitation and may be respectively viewed at <http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7> and <http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>.
- A.17 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Bids become the property of the State. All bids will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Bidder requests in its Bid that the State treat certain information as confidential. A request for confidential treatment will not

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Bidder's name, the substance of the Bid, and the price.

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submission of Bids in Section A.10) of the Bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure. Bidder must label the attachment as "Redacted" and return it in Packet 1.

Bidder will hold harmless and indemnify the State for all costs or damages associated with the State defending Bidder's request for confidential treatment. Bidder agrees that the State may copy the Bid to facilitate evaluation, or to respond to requests for public records. Bidder warrants that such copying will not violate the rights of any third party.

If the State allows electronic quotes, then when submitting a redacted copy of the Bid via BidBuy, the Bidder shall include "Redacted" in the file name. When attaching the unredacted version, the Bidder shall include "Unredacted" in the file name and check the Confidential box on the Attachments tab which ensures that BidBuy does not display the unredacted document to the public.

A.18 RESERVATIONS: Bidder must read and understand the solicitation and tailor the Bid and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all bids, award by item, group of items, or grand total, and waive minor defects. The State may request a clarification, inspect Bidder's premises, interview staff, request a presentation, or otherwise verify the contents of the Bid, including information about subcontractors and suppliers. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code (30 ILCS 500/), associated administrative rules and other applicable State and Federal statutes and regulations. This competitive process may require that the Bidder provide additional information or otherwise cooperate with the State. If a bidder does not comply with requests for information or cooperate, the State may reject the bid as non-responsive to the

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

solicitation. Submitting a bid does not entitle the Bidder to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any bid. Awarded vendor(s) shall not commence and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.19 AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the responsive and responsible bidder who submits the lowest price in accordance with Section A.22.3 below. The State will post a notice to the Bulletin identifying the apparent low-cost bidder. The State may accept or reject a bidder's bid as submitted or may require contract negotiations. If negotiations do not result in an acceptable agreement, the State may reject the bidder's bid and begin negotiations with another bidder. Awards are not final until all protests are resolved.

A.20 INVOICING ADDRESS: The awarded Vendor shall invoice on a per order basis to the "Bill to Address" on the order.

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's Illinois tax exemption number and Federal tax exemption information.

A.21 PROTEST REVIEW OFFICE: Bidders may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 Ill. Adm. Code 1.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

Chief Procurement Office

Email: eec.legalstaff@illinois.gov

Attn: Protest Review Office

401 S. Spring Street

Facsimile: (217) 558-1399

Suite 515 Stratton Office Building

Illinois Relay: (800) 526-0844

Springfield, IL 62706

A.22 EVALUATION PROCESS: The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State will consider the information provided and the quality of that information when evaluating the bidder's bid. If the State finds a failure or deficiency, the State may reject the bid or reflect the failure or deficiency in the evaluation.

A.22.1. RESPONSIVENESS: A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bid and includes **all required** forms. Required forms may include, but may not be limited to:

A.22.1.1. Subcontractor Disclosure: If the Bid includes any subcontractors, then Bidder shall provide the names and addresses of subcontractors in the CONTRACT, Part 1.6.

A.22.1.2. References: If references are required, then Bidder shall complete and return the References form in Section 3, Part C.2.

A.22.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

- Active Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Bidder and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

A.22.1.4. If completing Forms A, required forms may include and may not be limited to:

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

- Business and Directory Information: Bidder should complete and return the Business and Directory Information form in Forms A , Part 1.
- Illinois Department of Human Rights Public Contracts Number: Bidder shall complete and return the IDHR Public Contracts Number form in Forms A , Part 2.
- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
- Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A, Part 4.
- State Board of Elections Registration: Vendor or Bidder may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
- Disclosure of Business Operations with Iran: Offeror should complete and return the Disclosure of Business Operations with Iran form in Forms A, Part 6.
- Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A, Part 7, or in the Illinois Procurement Gateway.
- Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in Forms A, Part 8.

A.22.1.5. The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no bidder meets a particular requirement, the State may waive that requirement.

A.22.1.6. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.22.1.7. The State will determine whether Bids complied with the instructions for submitting bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a bidder correct deficiency as a condition of further evaluation.

A.22.2. **RESPONSIBILITY:** A responsible Bidder is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Bidder is a “responsible” bidder; a bidder with whom the State can or should do business. For example, the State may consider the following:

A.22.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code (30 ILCS 500/) or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies (30 ILCS 500/50-10.5).

A.22.2.2. Other factors that the State may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.22.2.3. Awarded bidders must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.22.2.4. The State may require that a bidder correct any deficiencies as a condition of further evaluation.

A.22.3. **PRICE:** The State identifies the lowest priced bidder that meets responsibility and responsiveness requirements according to the lowest total weighted score in Section 2.2.1. The State ranks bids in order of price when appropriate.

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

- A.23 BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN:** The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan shall render the Offer non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

BEP Liaison: Reginald Lampkin

Phone Number: 312-814-4603

Email Address: Reginald.Lampkin@illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by the Department of Central Management Services as BEP vendors prior to the Bid Opening Date. Go to <https://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification. Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors.

- A.24 VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN:** The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by military veterans. If this solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency Veteran Small Business Liaison prior to submission of proposals.

Veteran Small Business Liaison: Reginald Lampkin

Phone Number: 312-814-4603

Email Address: Reginald.Lampkin@illinois.gov

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service-Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to Bid opening date. Go to

STATE OF ILLINOIS

INSTRUCTIONS AND GENERAL INFORMATION

<https://www2.illinois.gov/cms/business/sell2/pages/veteranownedbusinesses.aspx> for complete requirements for VOSB or SDVOSB certification. Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.

- A.25 BIDBUY TERMINOLOGY AND GUIDANCE:** BidBuy is an online e-procurement system. There may be some difference between the procurement terminology used in this solicitation and the terms used in BidBuy. Please learn more about BidBuy by accessing the online resources found here:

<https://www2.illinois.gov/cpo/PathwayToProcurement/Pages/Guides-and-Manuals.aspx>.

-END OF INSTRUCTIONS

STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / BidBuy Reference #: JPMC CrowdStrike Software Products / 20-448DoIT-ADMIN-B-22722

The undersigned authorized representative of the identified Bidder hereby submits this Offer to the State of Illinois to perform in full compliance with the subject solicitation. By completing and signing this form, Bidder makes an Offer to the State of Illinois that the State may accept.

Bidder should **use this Form as a final checklist to ensure that all required documents are completed and included** with the Bid. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Bidder understands that failure to meet all requirements is cause for disqualification.

B.1 SOLICITATION AND CONTRACT REVIEW: Bidder has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information.

☐ Yes ☐ No

B.2 ADDENDA: Bidder has taken into account any and all addendums to the solicitation in making this Bid.

☐ Yes ☐ No ☐ N/A

B.3 PRE-SUBMISSION CONFERENCE: If attendance was mandatory, Bidder attended the Pre-Submission Conference.

☐ Yes ☐ No ☐ N/A

B.4 BID SUBMISSION: If submitting a Bid in paper format, Bidder has packaged the Bid in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time.

☐ Yes ☐ No

B.5 FORMS A or FORMS B: Bidder is properly submitting either Forms A or Forms B, but not both.

STATE OF ILLINOIS

OFFER TO THE STATE OF ILLINOIS

☐ Yes ☐ No

B.6 BOND: If applicable, Bidder has submitted its Bid Bond or Performance Bond.

☐ Yes ☐ No ☐ N/A

B.7 SMALL BUSINESS SET-ASIDE: Bidder is a qualified small business in the Small Business Set-Aside Program at the time Bids are due.

☐ Yes ☐ No ☐ N/A

B.8 PACKET 1 – CONTRACT

☐ Yes ☐ No

B.8.1 Redacted Copy of Bid, if requesting confidential treatment ☐ Yes ☐ No ☐ N/A

B.9 PACKET 2 – OFFER

☐ Yes ☐ No

B.9.1 Offer ☐ Yes ☐ No

B.9.2 Exceptions to Solicitation Contract Terms and Conditions ☐ Yes ☐ No ☐ N/A

B.9.3 References ☐ Yes ☐ No ☐ N/A

B.10 PACKET 3 – FORMS A

☐ Yes ☐ No

B.10.1 Business and Directory Information ☐ Yes ☐ No

B.10.2 Illinois Department of Human Rights Public Contracts Number ☐ Yes ☐ No

B.10.3 Standard Certifications ☐ Yes ☐ No

STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

B.10.4 Disclosure of Business Operations in Iran ☐ Yes ☐ No

B.10.5 Financial Disclosures and Conflicts of Interest ☐ Yes ☐ No

B.10.6 Taxpayer Identification Number ☐ Yes ☐ No

B.11 PACKET 3 – FORMS B

☐ Yes ☐ No

B.11.1 Illinois Procurement Gateway Registration # with expiration date ☐ Yes ☐ No

B.11.2 Certifications Timely to this Solicitation ☐ Yes ☐ No

B.11.3 Disclosure of Lobbyists and Contracts ☐ Yes ☐ No

B.12 PACKET 4 – BEP UTILIZATION PLAN

B.12.1 Does this solicitation contain a BEP goal? ☐ Yes ☐ No

B.12.2 Minorities, Women, Persons with Disabilities Participation and Utilization Plan ☐ Yes ☐ No ☐ N/A

B.13 PACKET 5 – VSB UTILIZATION PLAN

B.13.1 Does this solicitation contain a VSB goal? ☐ Yes ☐ No

B.13.2 Veteran Small Business Participation and Utilization Plan ☐ Yes ☐ No ☐ N/A

B.14 CONTRACT SIGNATURE

Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.

☐ Yes ☐ No

B.15 SUBCONTRACTING

STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

Bidder has indicated if subcontractors will be used and provided all requested information.

☐ Yes ☐ No ☐ N/A

B.16 LOCATION OF PERFORMANCE

Bidder has provided the location and known or anticipated value of services to be performed.

☐ Yes ☐ No

B.17 REFERENCES

Bidder has enclosed references and all pertinent contact information for the references.

☐ Yes ☐ No ☐ N/A

B.18 PRICING

Bidder has completed the PRICING part of the CONTRACT.

☐ Yes ☐ No

B.19 EXCEPTIONS

In preparing the Bid, Bidder has taken (check one box below):

☐ No Exceptions

☐ Exceptions to the State's language or requirements; Exceptions must be provided on the State's form (Section 3, Part C.1) or must be in a substantially similar format. The State discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Bidder's Bid.

B.20 REQUEST FOR CONFIDENTIAL TREATMENT

Bidder has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of

STATE OF ILLINOIS

OFFER TO THE STATE OF ILLINOIS

confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Bidder's request.

☐ No, Bidder is not requesting confidential treatment for this Bid

☐ Yes, Bidder is seeking confidential treatment for portions of this Bid

B.21 PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated applies to Bidder.

☐ Resident Bidder (30 ILCS 500/45-10)

☐ Recycled Supplies (30 ILCS 500/45-20)

☐ Recyclable Paper (30 ILCS 500/45-25)

☐ Environmentally Preferable Supplies or Services (30 ILCS 500/45-26)

☐ Illinois Correctional Industries (30 ILCS 500/45-30)

☐ Not-for-Profit Agencies for Persons with Significant Disabilities (30 ILCS 500/45-35)

☐ Gas Mileage (30 ILCS 500/45-40)

☐ Small Businesses (30 ILCS 500/45-45)

☐ Illinois Agricultural Products (30 ILCS 500/45-50)

☐ Corn-Based Plastics (30 ILCS 500/45-55)

☐ Veterans (30 ILCS 500/45-57)

☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

☐ Public Purchases in Other State (30 ILCS 520)

☐ Illinois Mined Coal Act (30 ILCS 555)

STATE OF ILLINOIS

OFFER TO THE STATE OF ILLINOIS

- ☐ Steel Products Procurement (30 ILCS 565)
- ☐ Veteran's Preference (330 ILCS 55)
- ☐ Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575)
- ☐ Procurement of Domestic Products (30 ILCS 517)
- ☐ Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation: [Click here to enter text](#)

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Bidder's Name: [Click here to enter text](#)

Date: [Click here to enter a date.](#)

STATE OF ILLINOIS

EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

SECTION 3.

C. EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

[Click here to enter text](#) agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency supplemental provisions, certifications, and disclosures, with the following exceptions. **The State also prefers that Vendor redline these exceptions within the contract document.**

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL VENDOR TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

STATE OF ILLINOIS

EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

Department of Innovation and Technology hereby agrees to the exceptions provided by [Click here to enter text](#) and to the Additional Terms and Conditions provided by [Click here to enter text](#).

Agreed: Click here to enter text	Agreed: Click here to enter text
By: Click here to enter text	By: Click here to enter text
Signed:	Signed:
Position: Click here to enter text	Position: Click here to enter text
Date: Click here to enter a date.	Date:

STATE OF ILLINOIS

CONTRACT

Illinois Department of Innovation and Technology

JPMC CrowdStrike Software Products
20-448DoITADMIN-B-22722

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

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☐ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

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

STATE OF ILLINOIS

CONTRACT

Illinois Department of Innovation and Technology

JPMC CrowdStrike Software Products

20-448DoITADMIN-B-22722

9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

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

STATE OF ILLINOIS

CONTRACT

Illinois Department of Innovation and Technology

JPMC CrowdStrike Software Products

20-448DoITADMIN-B-22722

VENDOR

Vendor Name: Click here to enter text.	ALL NOTICES TO: Address (City/State/Zip): Click here to enter text.
Signature:	Phone: Click here to enter text.
Printed Name: Click here to enter text.	Fax: Click here to enter text.
Title: Click here to enter text.	Email: Click here to enter text.
Date:	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Innovation and Technology	Phone: Click here to enter text.
Street Address: 120 West Jefferson Street	Fax: Click here to enter text.
City, State ZIP: Springfield IL 62702	
Official Signature:	Date:
Printed Name: Jennifer Ricker	
Official's Title: Acting Secretary	
Legal Signature:	Date:
Legal Printed Name: Matthew Runyen	
Legal's Title: General Counsel	

STATE OF ILLINOIS

CONTRACT

Illinois Department of Innovation and Technology

JPMC CrowdStrike Software Products

20-448DoITADMIN-B-22722

Fiscal Signature:	Date:
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-448DOIT-SEC44-B-22722
- Project Title: JPMC CrowdStrike Software Products
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #:
- BidBuy / Bulletin Publication Date:
- Award Code:
- Subcontractor Utilization? ☐ Yes ☐ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Department of Innovation and Technology (“DoIT”), in cooperation and agreement with Chief Procurement Officer for General Services, intends to execute a multi-year, Joint Purchase Master Contract (JPMC) with a CrowdStrike authorized reseller that can provide Enterprise Licensing Agreement for all CrowdStrike products, offered in the CrowdStrike Offerings Catalog (including but not limited to software, support/maintenance services, etc., to be available to all governmental units and qualified not-for-profit agencies.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: Vendor shall provide CrowdStrike Products on an as needed, if needed basis.

Vendor shall provide any licensing terms that govern the use of these products with their response.

Any Vendor terms and conditions on the Vendor’s ordering document(s) shall not apply to the contract or any orders against it. For each order, the governmental unit or qualified not-for-profit agency shall be solely responsible for all payments or other applicable obligations or disputes that may arise related to the order. DoIT shall have no obligations or responsibilities related to orders placed by other governmental units or qualified not-for-profit agencies. Nothing in this contract or elsewhere, including in any non-State approved forms, shall create any obligation to purchase, and make payments on, any products or services offered hereunder.

Vendor, either directly or in collaboration with manufacturer, shall provide the State a copy of any applicable SOC report related to cloud subscriptions for State review and approval prior to contract execution.

The State shall have no minimum purchase obligation or minimum order requirement under the resulting contract. Orders against the resulting contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. All governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the

term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

1.3. MILESTONES AND DELIVERABLES: NA

1.4. VENDOR / STAFF SPECIFICATIONS: Vendor shall be authorized to resell CrowdStrike products throughout the term of this contract and any renewals. DoIT is aware that, in the IT industry, manufacturers often make products, support and services available to customers via an indirect channel. Those channel participants may be referred to as resellers, distributors, partners, providers, or other designations. DoIT is unable to research, distinguish and define the various types of manufacturer sales programs for all products, support and services on the market; therefore, DoIT requires that vendors responding to this solicitation provide a statement indicating their ability and authorization to resell and deliver products, support and services to the State and other purchasing entities on behalf of the manufacturer. Vendors submitting bids are also required to acknowledge responsibility for and authorization to provide pre- and post-sales support, where applicable.

1.5. TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling.

1.6. SUBCONTRACTING

Subcontractors are not allowed.

1.6.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other

monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2.

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall 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 who perform substantially similar work to the work that will be performed pursuant to this contract.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Vendor shall provide Percentage Discount (%) off the Manufacturer Suggested Retail Price (MSRP), valid for the initial term.

	PART 1 Product Categories	Percentage Discount off MSRP	Weight	Weighted Score
1	CrowdStrike Product Licensing (To include SaaS)		0.80	
2	CrowdStrike Maintenance/Support		0.15	
3	CrowdStrike Training		0.05	

<u>Sum of Total Weighted Scores</u>	
--	--

Instructions for calculating each Weighted Factor:

- CrowdStrike Product Licensing (100 - Discount % entered as number) multiplied by 0.80
- CrowdStrike Maintenance/Support (100 - Discount % entered as number) multiplied by 0.15
- CrowdStrike Training (100 - Discount % entered as number) multiplied by 0.05

Vendor shall provide a document or a link to a portal that includes CrowdStrike's MSRP price.

Award will be made to lowest total weighted score and responsive and responsible Vendor.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a [Click here to enter text](#) % discount for payment within [Click here to enter text](#) days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Discount off MSRP as shown in Table 2.1.2

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Agency Formula for Determining Renewal Compensation: N/A

2.5.2.2. Vendor's Price for Renewal(s): N/A

2.6 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$N/A without a formal amendment.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term beginning upon last date of execution for a term of **ten (10) years**.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60
- 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

- 3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
- 3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
- 3.2.3. The State reserves the right to renew for a total **N/A**.
- 3.2.3.1 One renewal covering the entire renewal allowance;
- 3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or
- 3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or

reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured 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.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

4.1.6.2 Vendor shall invoice the respective governmental unit or qualified not-for-profit agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

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

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other

governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in a non-proprietary format, promptly at the end of this 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 that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 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 in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois, the State may not indemnify private parties' absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$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 the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

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

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

4.15 BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;

- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

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

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

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

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

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

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

- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

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

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

- 4.28.1 The procuring Agency and the State do not waive sovereign immunity;
- 4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
- 4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
- 4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
- 4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
- 4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and
- 4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29 SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology and security Policies, Procedures, and Standards. <https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>

Vendor must also adhere to a minimum security baseline as identified in the current version of National Institute of Standards and Technology (NIST) Special Publication 800-53, Security and Privacy Controls for Federal Systems and Organizations. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

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

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

☒ Agency Specific Terms and Conditions

- 5.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

- 5.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

Cloud Appendix