Master Agreement #: AR2473

Contractor: **CDW GOVERNMENT LLC**

Participating Entity: **STATE OF ILLINOIS**

The following products or services are included in this contract portfolio:

- All products and services listed in Master Agreement # AR2473

The following products or services are not included in this agreement:

- N/A

Master Agreement Terms and Conditions:

1. Scope:
   The supplies or services subject to the resulting contract shall be distributed or rendered directly to each governmental unitor qualified not-for-profit agency. Contractor 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. The credit or liability of each governmental unitor qualified not-for-profit agency shall remain separate and distinct. Disputes between contractors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

   This Participating Addendum ("PA") covers the NASPO ValuePoint Cooperative Purchasing contract led by the State of Utah for use by governmental units, and qualified not-for- profit agencies in the State of Illinois. Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all authorized governmental units and qualified not-for-profit agencies. Purchase Orders ("PO") and State of Illinois Basic Ordering Agreements ("BOA") placed from this Participating Addendum ("PA") are limited exclusively to products and services in Master Agreement AR2473. Contractor shall provide a quote and/or Scope of work for each order.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. **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 Offerer shifts any such work outside the United States.

   - Location where services will be performed: **United States**
   - Value of services performed at this location:**100%**

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	CDW GOVERNMENT LLC
Address:	230 N MILWUAKEE AVE VERNON HILLS, IL 60061

Participating Entity

Name:	Illinois Department of Information and Technology
Address:	120 W. Jefferson St, Springfield Illinois

6. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT:**
These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below:

[ ] No changes to the terms and conditions of the Master Agreement are required.

[**X**] The following changes are modifying or supplementing the Master Agreement terms and conditions.

6.1. **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 (not less than 30 days) 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.

6.2. **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.

6.3. **OTHER TERMINATION**: The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 5.5.

6.4. **SUSPENSION**: The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 5.5.

6.5. **AVAILABILITY OF APPROPRIATION**: This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or the Agency 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. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease and the Agency'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.

6.6. **PAYMENT TERMS AND CONDITIONS**:

6.6.1. **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 III. 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.

6.6.2. **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.

6.6.3. **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.

6.6.4. **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 and are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor at 217-782-6206 or (http://labor.illinois.gov) to ensure understanding of prevailing wage requirements.

6.6.5. **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.

6.7. **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.

6.7.1. 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.

6.7.2. Vendor shall invoice on a per order basis.

Send invoices to:

Agency:	Ordering entity
Attn:	Ordering entity
Address:	Ordering entity
City, State Zip	Ordering entity

For procurements conducted in BidBuy, the Agency may include in this Contract the BidBuy Purchase Order.

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

6.9. **SUBCONTRACTING**: For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are 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 Standard Illinois 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, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20- 120.

Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- **Subcontractor Name:** RK Management Consultants, Inc.
  Amount to Be Paid: 4%
  Address: One Tower Lane S2540, Oak Brook Terrace, IL 60181
  Description of Work: Vendor will provide IT Professional services to complement and supplement the Cloud software purchased by State of IL agencies associated with this contract. Services may include but are not limited to project management, consulting services, implementation services, support services, business analysis and technical architecture.

- **Subcontractor Name:** Marucco, Stoddard, Ferenbach & Walsh, Inc. DBA: MSF&W Consulting
  Amount to Be Paid: 4%
  Address: 3445 Liberty Dr, Springfield, IL 62704
  Description of Work: Vendor will provide IT Professional services to complement and supplement the Cloud software purchased by State of IL agencies associated with this contract. Services may include but are not limited to project management, consulting services, implementation services, support services, business analysis and application development

- **Subcontractor Name:** Collinwood Technology Partners, LLC
  Amount to Be Paid: 1%
  Address: 480 East Roosevelt Rd, Suite 200, West Chicago, IL 60185

Description of Work: Vendor will provide IT Professional services to complement and supplement the Cloud software purchased by State of IL agencies associated with this contract. Services may include but are not limited to project management, consulting services, implementation services, support services, business analysis and application development

6.10. **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. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

6.11. **CONTINUAL PERFORMANCE**: Vendor shall continue to perform its obligations while any dispute concerning this Contract is being resolved unless otherwise directed by the State.

6.12. **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.

6.13. **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.

6.14. **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 ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. 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, readily usable 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.

6.15. **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.

6.16. **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 reasonable in-house and attorney fees, arising out of claims brought by a third party for (a) any breach or violation by Vendor of any of its certifications, (b) death or injury to any person, damage to any real or tangible personal property, resulting negligent performance of its obligations under this Contract, and (c) any actual or alleged claim that the services or goods provided under this Contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Should the Infringing Items, or any part thereof, become, or in Vendor's opinion be likely to become, the subject of an intellectual property claim, Vendor may, at its option and expense, either: (a) procure for the State the right to continue using the infringing items; (b) replace or modify the infringing items so as to make them noninfringing; or, if options (a) and (b) above are not reasonably available, then (c) return a portion of the fees paid for the infringing items to the State based on five (5) year straight line amortization. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Except for IP infringement indemnification, bodily injury or damage to tangible property, for any liability, incurred by the Vendor or State, the full extent of such damages will not exceed three times (3x) the value of the order giving rise to the claim.

6.16.1. **DATA BREACH PREVENTION, NOTICE, AND REMEDIATION:** Vendor shall ensure the security, storage, and integrity of the State's content, data,computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access). Notwithstanding anything to the contrary in this Contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State's data, content, computers, systems, or networks, Vendor shall promptly notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all costs incurred by the State in responding to, and mitigating damages caused by, any such breach or security incident, including all costs of notice and/or remediation.

6.16.2. **DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS**: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all costs incurred by the State in restoring such data, content, computers, systems, or networks.

6.17. **INSURANCE**: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance listing 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.

6.18. **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.

6.19. **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.

6.20. **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.

6.21. **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 five (5) 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 subcontractor's 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.

6.22. **APPLICABLE LAW**:

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

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

6.22.3. 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 (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5) by entering into this Contract.

6.22.4. 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).

6.23. **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.

6.24. **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.

6.25. **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.

6.26. **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 or via courier (UPS, Federal Express or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information as provided with 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.

6.27. **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.

6.28. **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.

6.29. **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.

6.30. **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.

6.31. **WARRANTIES FOR SUPPLIES AND SERVICES**:

6.31.1. 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; and free from defects at time of delivery comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; and (c) be of good title and be free and clear of all liens and encumbrances.

6.31.2. 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 for the period as specified in the manufacturer's warranty.

6.31.3. Vendor warrants that all services will be performed in a good and workmanlike manner. Vendor shall 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. The State's sole and exclusive remedy with respect to this warranty under this Section 5.31.1 will be for Vendor to either: (use its reasonable commercial efforts to reperform or cause to be reperformed any services not in substantial compliance with this warranty, or, at the sole option of Vendor (b) refund amounts paid by the State related to the portions of services not in substantial compliance; provided, in each case, the State notifies Vendor in writing within thirty (30) days after performance of the applicable services.

6.31.4. EXCEPT AS SET FORTH HEREIN, INCLUDING ALL ATTACHMENTS, OR IN ANY STATEMENT OF WORK THAT AMENDS VENDOR'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED ARISING OUT OF OR RELATED TO THE PROVISION OF GOODS OR PERFORMANCE

OF SERVICES UNDER THIS CONTRACT. NO REPRESENTATIVE OF VENDOR OR OF ITS AFFILIATES IS UTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF VENDOR OR ANY OF ITS AFFILIATES, EXCEPT AS STATED IN THIS AGREEMENT OR S MUTUALLY AGREED TO BY THE PARTIES.

6.32. **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.

6.33. **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.

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

6.34.1. The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

6.34.2. The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

6.34.3. 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;

6.34.4. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, clickthrough 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.

6.34.5. The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

6.34.6. Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;

6.34.7. Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and

6.34.8. Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

6.35. **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. Vender 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 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 National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 5, Security and Privacy Controls for Federal Systems and Organizations. https://doi.org/10.6028/NIST.SP.800-53r. 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. Cloud solutions must be in material alignment to the NIST 800-53, Revision 5 with the Cloud Security Alliance controls at CSA (Cloudsecurityalliance.org). 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 applicable. • 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.

7. **STATE SUPPLEMENTAL PROVISIONS**

7.1. Agency Definitions

7.1.1. Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

7.1.2. "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.

7.1.3. "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.

7.2. Agency Specific Terms and Conditions

7.2.1. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

7.2.2. 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.

7.2.3. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

7.2.4. 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.

7.2.5. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

7.2.6. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

7.2.7. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

7.2.8. In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

7.2.8.1. This State of Illinois Participating Addendum

7.2.8.2. Master Agreement Number: AR2473

7.3. Appendix A – Cloud Security

8. **Orders**: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: CDW
Signature: Brandon Ragle	Signature: Anup V Sreedharan (May 6, 2025 15:05 CDT)
Name: Brandon Ragle	Name: Anup V Sreedharan
Title: Acting Secretary, State CIO	Title: Sr, Manager, Program Management
Date: 5/13/2025	Date: May 6, 2025

Reviewed as to legal clause sufficiency –BPW 05/08/2025

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

Appendix A
Cloud Security

Include the following as part of the procurement and contract for systems hosted in a Vendor cloud environment.

State of Illinois Security Requirements:

1. Vendor will notify the State of Illinois' Chief Information Security Officer within 48 hours of knowledge of any confirmed information breach which impacts State of Illinois data. Email notification to: DoIT.Security@illinois.gov and Subject Line should state "Breach Notification."
2. Vendor shall have a documented security incident policy and plan. Vendor must supply a customer-facing copy at the request of the State of Illinois.
3. Vendor must comply with all United States Federal and State of Illinois laws, rules, and regulations.
4. Vendor must comply with all of the State of Illinois Enterprise Security Policies when retaining any and all State data on its servers in connection to any and all services and goods provided under or contemplated through this agreement. (https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx).
5. Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587. If available, within thirty (30) days of the State's written request, Vendor must provide the State of Illinois the manufacturer's most recent Voluntary Product Accessibility Template (VPAT).
6. Vendor program and project management personnel must ensure coordination of activities with the State of Illinois governance program. Vendor must use commercially reasonable efforts to comply with all policies, standards, and procedures defined by the State of Illinois Department of Innovation and Technology's Enterprise Portfolio Management Office provided to Vendor in any SOW executed through this agreement.
7. Reserved.
8. Vendor's system must log activity within the system and have capacity to forward log information to the State of Illinois' security incident and event management system (SIEM). Vendor must meet the State of Illinois' Minimum Logging Requirements for the term of the Contract.

9. Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-18) certifications and must provide the State of Illinois with a System Operation Controls report (SOC 1) annually and applicable bridge/gap letter when vendor is hosting State of Illinois financial information.

10. Vendor certifies it can comply with at least one of the following requirements listed in order of preference.

    a. Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-18) certifications and must provide the State of Illinois with a System Operation Controls report (SOC 2 type 2) annually and applicable bridge/gap letter.

    b. If Vendor is hosting any software solution for the State, then Vendor must provide the State of Illinois with a summary copy of a 3rd party risk assessment of the Vendor's system conducted within the last year including a 3rd party penetration test.

    c. If Vendor is hosting any software solution for the State, then Vendor must provide the State of Illinois with a summary copy of a 3rd party risk assessment of the Vendor's system conducted within the last year.

    d. If Vendor is hosting any software solution for the State, then Vendor must provide the State of Illinois with a summary copy of a 3rd party penetration test conducted within the last year.

    e. Reserved.

11. Reserved.
12. Reserved.
13. Reserved.
14. Reserved.

15. If Vendor hosts any services that involves the State's data, then Vendor must ensure all State-owned hosted data pertinent to this contract shall remain located within the contiguous United States.

16. If Vendor hosts any services that involves the State's data, then Vendor must ensure encryption of State of Illinois data at rest and in motion.

17. If Vendor hosts any services that involves the State's data, then Vendor must store State owned data in a non-proprietary, readily accessible format, or Vendor must provide a solution, at no additional cost to the State of Illinois, to extract any State of Illinois data stored in Vendor's solution.

18. If Vendor hosts any services that involves the State's data, then Vendor must only use State of Illinois data, for the purposes stated in this contract.
19. Reserved.
20. If Vendor hosts any services that involves the State's data, and where specified in an applicable SOW, Vendor must provide industry certifications or appliable third-party audit reports that demonstrate that disaster recovery systems and processes have been successfully tested during that year.
21. Reserved.
22. Reserved.
23. If Vendor performs any services hereunder where Vendor uses, stores, or downloads any State of Illinois Data, then Vendor shall provide a copy of all State of Illinois data in its custody or control (in a non-proprietary format) to the State of Illinois within thirty (30) days of written request.
24. Reserved.
25. Reserved.
26. Vendor and/or its agents must not resell nor otherwise redistribute information gained from its access to the State of Illinois data.
27. Vendor must not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the State of Illinois.
28. Reserved.
29. Vendor must use commercially reasonable efforts to remediate critical, high, and medium vulnerabilities within any application that Vendor hosts on behalf of the State that are detected during the security assessments.
30. Reserved.
31. In the event that the manufacturers open-source catalog cannot be accessed at https://developers.docusign.com/opensource/, the Vender shall make reasonable attempts to secure a list of manufactures open-source/third party software. At the request of the States SOC team, said request will be in writing by the DoIT legal team. The Vendor will provide a response to said request promptly, and no later than 21 business days from notice of the DoIT legal teams written request.