

RESOLUTION NO. 20380

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Off-Site Storage Services. Pursuant to the Tollway's Invitation for Bid No. 13-0069, the Tollway has determined that GRM Information Management Services of Chicago, LLC is the lowest responsible bidder for Off-Site Storage Services for an upper limit of compensation not to exceed \$73,366.15.

Resolution

The bid from GRM Information Management Services of Chicago, LLC is accepted; Contract No. 13-0069 is approved in an amount not to exceed \$73,366.15; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

STATE OF ILLINOIS
CONTRACT Illinois
Tollway
13-0069 Off-Site Storage Services
IPB # 22030731

VENDOR

Vendor Name: GRM Information Management Services of Chicago LLC	Address: 7123 W. 65 th St. Bedford Park, IL 60638
Signature: [REDACTED]	Phone: 708-924-4331
Printed Name: Daniel J. O'Reilly	Fax: 708-924-4341
Title: Vice President of Operations	Email: doreilly@grmdocument.com
Date: 04-15-2014	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/505-9270
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date:
Printed Name: Kristi Lafleur	
Official's Title: Executive Director	
Legal Signat [REDACTED]	Date: 8-22-2014
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Procurement Signature [REDACTED]	Date: 8/22/14
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference #13-75092

Project Title Off-Site Storage Services

Contract # 13-0069

Procurement Method (IFB, RFP, Small, etc): IFB

IPB Ref. # 22030731

IPB Publication Date:

Award Code:

Subcontractor Utilization? Yes No

Subcontractor Disclosure? Yes No

Funding Source

Obligation #

Small Business Set-Aside? Yes No

Minority Owned Business? Yes No Percentage

Female-Owned Business? Yes No Percentage

Persons With Disabilities Owned Business? Yes No Percentage

Other Preferences?

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1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. We are looking for vendors who share that commitment and will help us meet that goal.
- 1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Tollway is seeking a vendor to provide Off-Site Record storage and Data Storage Services. Contract award will be made by group; bidders must bid all lines within a group but are not required to bid both groups.

During the term of this contract, the Illinois Tollway intends to place into storage, a quantity of approximately 7,200 containers (letter, legal, check, and miscellaneous size containers) of record storage material and a rotated quantity of approximately three (3) containers (archive small and large containers) of data storage material. The vendor must have the capacity to store, accommodate, and service such volume. Confidentiality of the stored records must be maintained at all times.

Record and data storage files will become available for storage beginning June 1, 2014.

1.2.1 Group 1 – Record Storage

1.2.1.1 Identification

Each item for storage shall be identified by the vendor as: boxed records; rolled plans; rolled drawings; storage racks; tapes; cartridges; and/or anything else which may be commercially described and suitable for storage. Items shall be further identified by size and content and shall be bar coded and scanned into the storage system with shelf and aisle placement. The Illinois Tollway will provide a user department (code) and disposal date.

1.2.1.2 Initial Set-up

Initial set up shall include the following:

- Pick-up at the current off-site storage facility in Franklin Park, Illinois.
- Delivery to vendor's storage facility.
- Identification.
- Placement.

1.2.1.3 Periodic Additions

On an as needed basis, the Illinois Tollway shall have periodic additions to the current storage; each addition will have a six (6) box minimum.

1.2.1.4 Special Services

Special services shall include the following:

- Repacking of boxes that are broken or damaged.
- Shredding/Disposal.

1.2.1.5 Shredding and Disposal

The Illinois Tollway shall have the option under this contract to utilize the storage facility for destruction of documents, i.e. shredding. If so, a Tollway representative must be present at the time of destruction.

1.2.2 Group 2 – Data Storage

1.2.2.1 Storage

Data files must be stored in a facility specifically designed for data file material. Storage prices shall include all costs relative to the transport of the data files and shall include the identification and the placement of the files into storage. The Illinois Tollway reserves the right to supply and install clip locks to the data file containers.

1.2.2.2 Media Types

The media types shall consist of:

- LT03 data cartridges;
- 72 millimeter tapes.

1.2.2.3 Initial Set-up

Initial set up shall include the following:

- Pick-up at the Illinois Tollway's Central Administration facility;
- Delivery to vendor's storage facility;
- Identification of quantities and container types;
- Placement.

1.2.2.3 Transaction Schedule

Scheduled exchanges of data files shall be processed on Tuesday of each week prior to 10:00 a.m. CST. If Tuesday is a State holiday, the transaction shall be processed on the preceding Monday. The rotation schedule shall consist of a swap of the large containers outlined in Section 1.2. The swap shall consist of the vendor delivering a minimum of one (1) of the Tollway's existing large storage containers and picking-up an additional large container(s) requiring storage from the Illinois Tollway's Central Administration facility. As the need arises, the Tollway may opt to increase this quantity. In addition to this transaction schedule, retrieval services outlined in section 1.2.4 below shall also be required upon request.

1.2.2.3.1 Archive (Small) Container

In addition to the weekly exchanges with large containers being added to storage, the Illinois Tollway will on a monthly basis require retrieval of the archive (small) container. At the point of retrieval, Illinois Tollway personnel review the contents and modify any items deemed necessary. Once the modification is complete, the archive (small) container will be provided back to the vendor for storage during the next scheduled exchange date.

1.2.3 Quantities

It should be expressly understood that the estimated bid quantities specified are for the purpose of determining the lowest bid and to establish unit prices in the event the Illinois Tollway stores more or less than the estimated quantities.

1.2.4 Retrieval Services

Retrieval services shall include the following:

- Standard retrieval shall include delivery to the Tollway from the vendor within 48-hours after notification from the Tollway.

- Rush retrieval shall include delivery to the Tollway from the vendor within 24-hours after notification from the Tollway.
- Research retrieval shall include conference room availability for on-site use.
- Complete retrieval service shall include:
 - Removal from storage site.
 - Delivery to the Illinois Tollway's Central Administration facility.
 - Return (pick-up) from the Illinois Tollway's Central Administration facility.
 - Return to storage location.
 - Unit price shall consist of one (1) complete retrieval service.

1.2.5 Security

The vendor must provide a clean, climate controlled environment maintained to preserve not only the physical integrity of the files but also to protect the confidentiality of the stored materials. The storage facility shall be complete with alarm system and include perimeter system closed circuit cameras and motion detectors, with limited access to all entrances. The alarms must be connected to the local police department. The facility must also have adequate fire detection devices with alarms connected to a local fire department. There shall also be a zoned sprinkler system which activates only in a fire area.

1.2.6 Inspection of Premises

The Illinois Tollway reserves the right to inspect the storage facilities for the purpose of verifying that all requirements of the contract have been met. The vendor must provide all necessary assistance to expedite this inspection. The determination of the Illinois Tollway will be final.

Throughout the term of the contract, the Illinois Tollway may periodically visit the storage facility(s) to verify that the requirements of the contract are met and maintained and that the records and/or data storage is secure. The vendor shall provide all necessary assistance to expedite these visits.

1.2.7 Training

The vendor must provide, at no extra cost to the Tollway, in-house training for designated Illinois Tollway personnel who will prepare, identify, and record material scheduled for storage. Training must be continuous and must be available throughout the term of the contract. Training shall include at a minimum, providing instruction on the use of forms, bar codes, packing material, and retrieval procedures.

1.2.8 Authorizations

The Illinois Tollway will provide a written list of designated Illinois Tollway personnel who will be authorized to access and retrieve files. Modifications to this list will only be made by written notification from the Illinois Tollway's Chief of Administration.

1.2.9 Payment

Payment for services shall be on a monthly basis on contract release forms furnished by the Illinois Tollway. All invoices to the Illinois Tollway shall be in accordance with this practice of one (1) invoice per month. Invoices shall include detailed information describing the period of service, summary of storage activity, listed in departmental order, and details of destruction or permanent removal of records.

1.2.10 Change-over Period

A change-over period will occur 14 days prior to the conclusion of the contract. The vendor will assist in any manner required by the Illinois Tollway to complete the removal and transfer of all Illinois Tollway stored documents from the vendor's storage facility to the new facility.

1.3. MILESTONES AND DELIVERABLES: N/A

1.4. VENDOR / STAFF SPECIFICATIONS: The record storage vendor must be located within a 30-mile radius to the Illinois Tollway's Central Administration facility which is located at 2700 Ogden Avenue in Downers Grove, Illinois 60515 in order to ensure expeditious delivery of stored items.

1.4.1 Additional Insurance Requirements

In addition to the insurance requirements established in Section 4.11, the vendor shall also maintain Valuable Papers and Records coverage throughout the term of the contract. Certificate of said coverage shall be supplied to the Tollway prior to contract execution.

1.5. TRANSPORTATION AND DELIVERY: The vendor shall provide all necessary transportation for pick-ups and deliveries to and from the Illinois Tollway's Central Administration facility. All transportation must be via a secured courier. The vendor will be responsible for all containers during storage and during pick-ups and deliveries.

Upon occasion, it may be necessary for Illinois Tollway personnel to retrieve the files directly at the vendor's location. In these instances, the Illinois Tollway will notify the vendor in advance. The vendor shall provide all necessary assistance in expediting these retrievals. In the event that Illinois Tollway personnel require space and time to review materials directly at the storage site, the vendor must provide a conference room for temporary use.

Data files shall be scheduled for weekly exchanges (transactions). These shall occur on Tuesday of each week prior to 10:00 a.m. CST. If Tuesday is a State holiday, the transactions must be processed on the preceding Monday.

1.6. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement with a total value of \$50,000 or more 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 to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

1.6.1. Will subcontractors be utilized? Yes No

• Subcontractor Name: [Click here to enter text](#)

Amount to be paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

All subcontracts must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

1.6.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to 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. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.7. 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: 7123 W. 65th St.
Bedford Park, IL 60638

Value of services performed at this location: \$71,876.45

- Location where services will be performed: 2211 S. Throop St.
Chicago, IL 60608

Value of services performed at this location: \$1,479.70

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 Pricing shall be submitted in the following format:

Group 1 – Record Storage

Group 1A – Initial set-up of current inventory as per specifications provided in Section 1.2.1.2 above.

Line Number	Description	Estimated Quantity	Unit Price (Per Box)	Extension (Estimated Quantity X Unit Price)
1	#11 Storage Box – Letter Size 10" x 12" x 24"	1,549 Boxes	\$0.00	\$0.00
2	#12 Storage Box – Legal Size 10" x 15" x 24"	434 Boxes	\$0.00	\$0.00
3	#25 Small Storage Box – Letter Size 10-1/4" x 12" x 15-1/4"	3,331 Boxes	\$0.00	\$0.00
4	Check Storage Boxes	1,752 Boxes	\$0.00	\$0.00
5	Miscellaneous Size Boxes (sizes not listed above)	8 (Tubes) Boxes	\$0.00	\$0.00
Group 1A Total (addition of lines 1 through 5 above)				\$0.00

Group 1B – Storage as per specifications provided in Section 1.2 above.

Line Number	Description	Estimated Quantity per Month	Unit Price (Monthly Cost Per Box)	Extension (Estimated Quantity X Unit Price)
1	#11 Storage Box – Letter Size 10" x 12" x 24"	1,859 Boxes	\$0.24	\$446.16
2	#12 Storage Box – Legal Size 10" x 15" x 24"	521 Boxes	\$0.36	\$187.56
3	#25 Small Storage Box – Letter Size 10-1/4" x 12" x 15-1/4"	3,997 Boxes	\$0.12	\$479.64
4	Check Storage Boxes	2,102 Boxes	\$0.06	\$126.12
5	Miscellaneous Size Boxes (sizes not listed above)	16 (Tubes) Boxes	\$0.12	\$1.92
6	Periodic Additions (12 box minimum)	1,000 Boxes	\$0.12	\$120.00
Monthly Storage Total (addition of lines 1 through 6 above)				\$1361.40
Group 1B Total (monthly total multiplied by 48 month initial contract term)				\$65347.20

Group 1C – Retrieval as per specifications provided in Section 1.2.4 above.

Line Number	Description	Estimated Quantity for Four (4)-year term	Unit Price (Per Occurrence)	Extension (Estimated Quantity X Unit Price)
1	Standard Retrieval	200 Boxes	\$29.80	\$5960.00
2	Rush Retrieval	10 Boxes	\$29.80	\$298.00
3	Research Retrieval	15 Boxes	\$1.25	\$18.75
4	Standard Removal and Replacement (Tollway personnel will pick-up and deliver)	100 Boxes	\$1.25	\$125.00

Group 1C Total (addition of lines 1 through 4 above)	\$6391.75
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Group 1D – Special services as per specifications provided in Section 1.2.1.4 above.

Line Number	Description	Estimated Quantity for Four (4)-Year term	Unit Price	Extension (Estimated Quantity X Unit Price)
1	Repacking of Boxes	25 Boxes	\$3.70 /bx	\$92.50
2	Shredding/Disposal	500 Pounds	\$0.09 /lb.	\$45.00
Group 1D Total (addition of lines 1 through 2 above)				\$137.50

Group 1 Total

Line Number	Group Description	Bid Total
1	Group 1A – Initial Set-up	\$0.00
2	Group 1B – Storage	\$65347.20
3	Group 1C – Retrieval	\$6391.75
4	Group 1D – Special Services	\$137.50
	Group 1 Total	\$71876.45

Group 2 – Data Storage

Group 2A – Initial set-up of current inventory as per specifications provided in Section 1.2.2.3 above.

Line Number	Description	Estimated Quantity	Unit Price (Per Container)	Extension (Estimated Quantity X Unit Price)
1	Archive (Small) Container 12”L x 12”W x 11”H	1	\$0.00	\$0.00
2	Large Container 21”L x 12”W x 12”H	10	\$0.00	\$0.00
Group 2A Total (addition of lines 1 through 2 above)				\$0.00

Group 2B – Storage as per specifications provided in Section 1.2.2 above.

Line Number	Description	Estimated Quantity per Month	Unit Price (Monthly Cost Per Container)	Extension (Estimated Quantity X Unit Price)
1	Archive (Small) Container 12”L x 12”W x 11”H	1	\$1.65	\$1.65
2	Large Container 21”L x 12”W x 12”H	10	\$1.65	\$16.50
Monthly Storage Total (addition of lines 1 through 2 above)				\$18.15
Group 2B Total (monthly total multiplied by 48 month initial contract term)				\$871.20

Group 2C – Retrieval as per specifications provided in Section 1.2.13 above.

Line Number	Description	Estimated Quantity	Unit Price (Per Occurrence)	Extension (Estimated Quantity X Unit Price)
1	Standard Retrieval	10	\$29.80	\$298.00
2	Rush Retrieval	10	\$29.80	\$298.00
3	Standard Removal and Replacement (Tollway personnel will pick-up and deliver)	10	\$1.25	\$12.50
Group 2C Total (addition of lines 1 through 3 above)				\$608.50

Group 2 Total

Line Number	Group Description	Bid Total
1	Group 2A – Initial Set-up	\$0.00
2	Group 2B – Storage	\$871.20
3	Group 2C – Retrieval	\$608.50
	Group 2 Total	\$1479.70

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated: \$73,366.15.

2.3 **EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.

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: G1: \$71876.45; G2: \$1479.70

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/University Formula for Determining Renewal Compensation:** No price increase will be allowed for the renewal periods.

2.5.2.2 **Vendor's Price for Renewal(s):** No price increase will be allowed for the renewal periods.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of four (4) years anticipated as August 22, 2014 to August 21, 2018 ~~June 1, 2014 to May 31, 2018~~. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

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 of 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 of four (4) years in any one of the following manners:

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 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.

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

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more 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 Department of Labor and are available on the Department'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 to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 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 in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

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/University state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Illinois Tollway
Attn:	Procurement
Address:	P.O. Box 3094
City, State Zip	Lisle, Illinois 60532-3094

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

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 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 Subcontractor 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.

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

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 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 the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. 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 the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 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 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 property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do 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 with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 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.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. 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.

4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. 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.

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

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

4.25.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

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

5. SUPPLEMENTAL PROVISIONS

5.1 STATE SUPPLEMENTAL PROVISIONS:

- Agency/University Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Agency/University Specific Terms and Conditions
- Other (describe)

5.1.1 TOLLWAY SUPPLEMENTAL PROVISIONS

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS:** The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

5.1.2 Agency Supplemental Terms and Conditions

5.1.2.1 Order of Precedence:

This contract Invitation for Bid (IFB), taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract
2. The IFB
3. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon

5.1.2.2 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway/Buyer determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

5.1.2.3 Publicity:

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.1.2.4 Consultation:

Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.1.2.5 Third Party Beneficiaries:

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

5.1.2.6 Successors In Interest:

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.1.2.7 Vendor's Termination Duties:

The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

5.1.2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;

5.1.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;

5.1.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

5.1.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;

5.1.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

5.1.3 Overtime:

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

5.1.4 Venue:

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

5.1.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.1.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are deleted.

5.1.4.3 The Tollway is not currently an appropriated agency. Therefore, paragraph 3.5 is deleted.

5.1.5 Report of a Change in Circumstances: The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)'s ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the (CONTRACTOR/VENDOR)'s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)'s IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the (CONTRACTOR/VENDOR), or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the (CONTRACTOR/VENDOR) acknowledges and agrees that the failure of the (CONTRACTOR/VENDOR) to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

5.2 **VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

Click here to enter text.

6. STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining

representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

- 6.7** Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8** If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9** If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10** Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012)
- 6.11** Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12** Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13** Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14** Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.15** Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16** Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

- 6.17** Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 6.18** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20** Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.27** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must

8. DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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**STATE OF ILLINOIS
AUTHORIZED TO DO BUSINESS IN ILLINOIS**

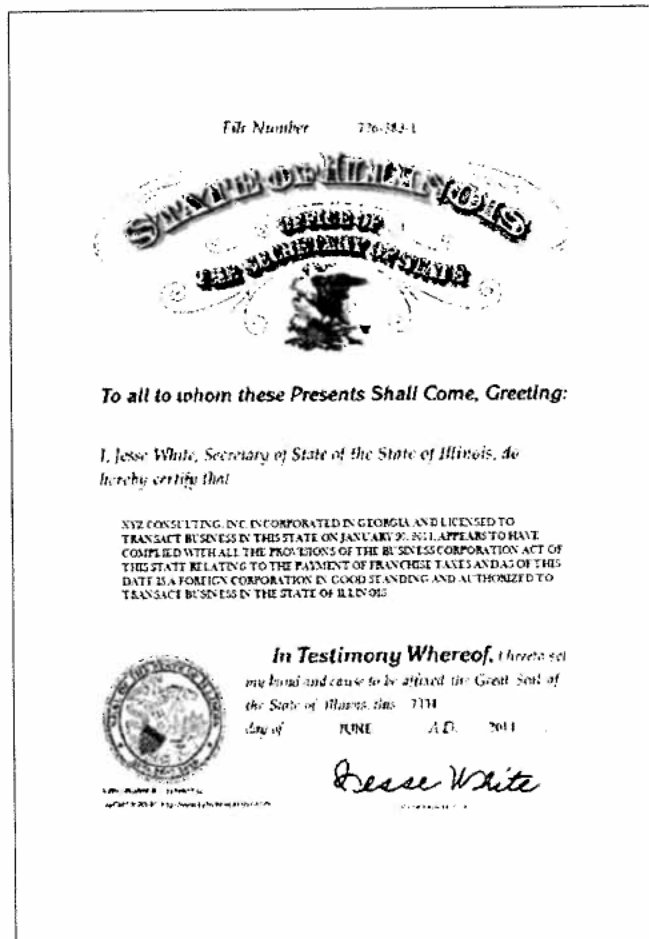
ATTACHMENT AA

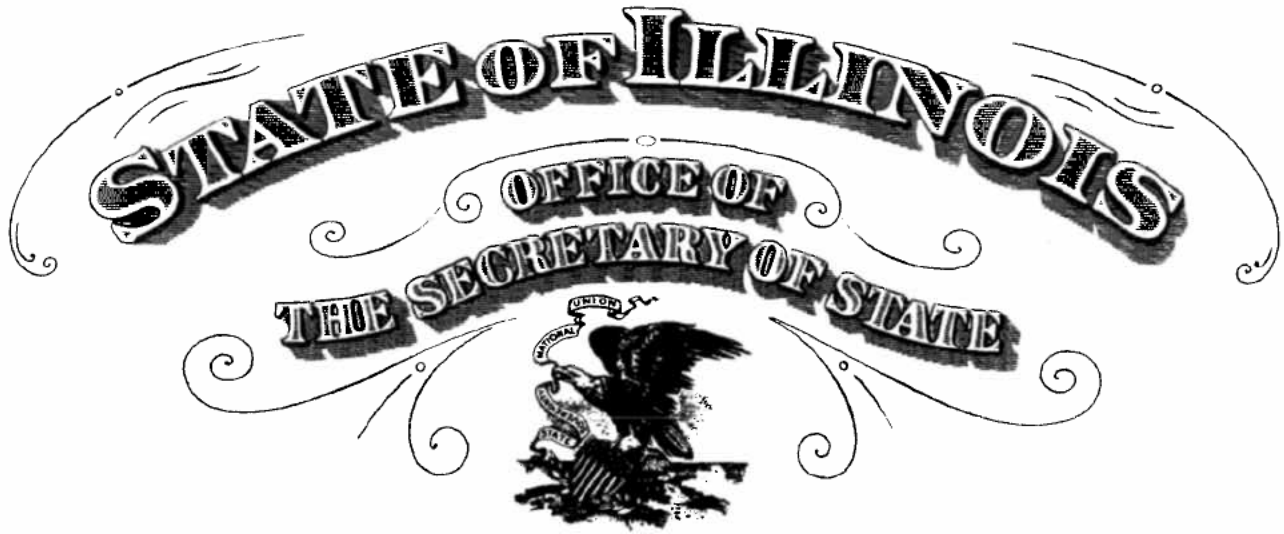
A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Bidders must review and complete certification #32 in the Standard Certifications (§6 of the Contract).

Certification #32 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to conduct business in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY
OF STATE'S CERTIFICATE OF GOOD STANDING**





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

GRM INFORMATION MANAGEMENT SERVICES OF CHICAGO, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSMIT BUSINESS IN ILLINOIS ON NOVEMBER 21, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSMIT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of MARCH A.D. 2010 .

Jesse White

Authentication #: 1006201776

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT BB

1. If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): GRM Information Management Services of Chicago LLC

(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: 126179-00 Expiration Date: 06/28/2017.

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Adm. Code 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Vendor may obtain an application form by:
- 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 6.2. Internet: Download the form from the Internet at (www.state.il.us/cms). In the Selling to Illinois area section.
- 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**STATE OF ILLINOIS
BUSINESS AND INFORMATION DIRECTORY**

ATTACHMENT CC

1. Name of Business (Official Name and D/B/A): GRM Information Management Services of Chicago LLC
2. Business Headquarters (include Address, Telephone and Facsimile): 7123 W. 65th St. Bedford Park, IL 60638; P:708-924-4331; F:708-924-4341
3. If a Division or Subsidiary of another organization, provide the name and address of the parent: GRM Information Management Services Inc. 215 Coles St. Jersey City, NJ 07310
4. Billing Address: 88044 Expedite Way Chicago, IL 60695
5. Name of Chief Executive Officer: Moishe Mana
6. Vendor Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail): Matt Laske; Account Executive; 7123 W. 65th St., Bedford Park, IL 60638; P: 773-559-5658; F: 708-924-4341; mlaske@grmdocument.com
7. Company Web Site: www.grmdocumentmanagement.com
8. Type of Entity (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below): LLC
9. Length of Time in Business: 14 years
10. Annual Sales (for most recently completed Fiscal Year): \$5,500,000.00
11. Number of Full-Time Employees (average from most recent Fiscal Year): 40
12. Type of and description of business: Records Management Firm
13. State of incorporation, state of formation or state of organization: Delaware
14. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation. 7123 W. 65th St. Bedford Park, IL 60638, 708-924-4331; 2211 S. Throop Chicago, IL 60608, 312-226-8100
15. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:
 - 15.1 Minority (30 ILCS 575/2(A)(1) & (3)) Yes
 - 15.2 Female (30 ILCS 575/2(A)(2) & (4)) Yes
 - 15.3 Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes
 - 15.4 Disadvantaged (49 CFR 6) Yes
 - 15.5 Veteran (30 ILCS 500/45-57) Yes
 - 15.6 Small Business (30 ILCS 500/45-45) Yes

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

ATTACHMENT DD

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

I certify that I am a U.S. person (including a U.S. resident alien).

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, then enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: GRM Information Management Services of Chicago LLC

Business Name: Same

Taxpayer Identification Number

Social Security Number:

Or

Employer Identification Number: [REDACTED]

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input checked="" type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: [REDACTED]

Date: 04-15-2014

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your Income tax return) GRM Information Management Services Inc.		
	Business name/disregarded entity name, if different from above GRM Information Management Services of Chicago LLC		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 215 Coles Street		Requester's name and address (optional)
	City, state, and ZIP code Jersey City, NJ 07310		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ 12-5-13
------------------	----------------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

STATE OF ILLINOIS

REFERENCES

ATTACHMENT EE

Provide references from established firms or government agencies (Click here to enter text.) other than the procuring agency/university that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): Department of Financial and Professional Regulation

Contact Person (name, address, phone, and email address): Nancy Haines; 320 W.

Washington St. 2nd Floor Springfield, IL 62786; 217-557-8740;

nancy.haines@illinois.gov

Date of Supplies/Services Provided: 9/2011 - Present

Type of Supplies/Services Provided: Records Management, Scanning, Destruction

2. Firm/Government Agency/University(name):Northern Illinois University

Contact Person (name, address, and phone): Betty Shearon; 1515

Lincoln Highway Dekalb, IL 60115; 815-753-9443

Date of Supplies/Services Provided: February 2007 - Present

Type of Supplies/Services Provided: Document Storage

3. Firm/Government Agency/University (name): Department of Revenue

Contact Person (name, address, and phone): Druanne Allen; 101 W.

Jefferson Springfield, IL 62702; 217-782-1969

Date of Supplies/Services Provided: Dec 2011 - Present

Type of Supplies/Services Provided: Scanning of Fiscal Documents

4. Firm/Government Agency/University (name): Meckler Bulger Tilson Marick Pearson LLP

Contact Person (name, address, and phone): Pat Cernyar; 123 N.

Wacker Dr. Chicago, IL 60606; 312-474-7946

Date of Supplies/Services Provided: February 2007 - Present

Type of Supplies/Services Provided: Document Storage,

Vendor Name: GRM Information Management Services of

Chicago LLC

Return Mailing Address: 7123 W. 65th St.
Bedford Park, IL 60638

State of Illinois IFB
Attachment EE: References


**STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

ATTACHMENT FF

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/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	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/University 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."
	See attached "Rider A" containing exceptions to the standard terms and conditions.
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

Click here to enter text hereby agrees to the exceptions provided by GRM Information Management Services of Chicago LLC and to the Additional Terms and Conditions provided by GRM Information Management Services of Chicago LLC.

Agreed: GRM Information Management Services	Agreed:
By: Daniel J. O'Reilly	By:
Signed: 	Signed:
Position: Vice President of Operations	Position:
Date: 04-15-2014	Date:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS
ATTACHMENT FF
STANDARD TERMS AND CONDITIONS

RIDER A

1. Section 4.7 (FORCE MAJEURE): Replace with the following:

"FORCE MAJEURE: Except for the State's payment obligations, which shall not be subject to force majeure, failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration."

2. Section 4.10 (INDEMNIFICATION AND LIABILITY): Replace with the following:

"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 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 death or injury to any person, damage to any property or any other damage or loss to the extent caused by Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents, in each case in connection with the Off-Site Record Storage Services and Data Storage Services provided hereunder. Notwithstanding anything contained in this contract to the contrary, Vendor shall only be liable for failure to use ordinary care, and any such liability imposed shall in no event exceed (i) in the case of the Off-Site Record Storage Services, a total value equal to the monthly storage charge per container for each such container damaged or lost, and (ii) in the case of Data Storage Services, a total value equal to the cost of providing blank media to replace damaged or lost film or data media, in each case regardless of the nature of the damages incurred. Neither Party shall be liable for incidental, special, consequential or punitive damages."

3. Section 4.11 (INSURANCE): Replace with the following:

"INSURANCE: Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice (10 days in the case of cancellation as a result of non-payment) has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability,

including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit or expand Vendor's obligation to indemnify, defend, or settle any claims."

8-20-14 [REDACTED] 4. Section 4.20 (MODIFICATIONS AND SURVIVAL): Replace with the following:

"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."

8-20-14 [REDACTED] 5. Section 6.6 (STANDARD CERTIFICATIONS): Delete entire Section 6.6.

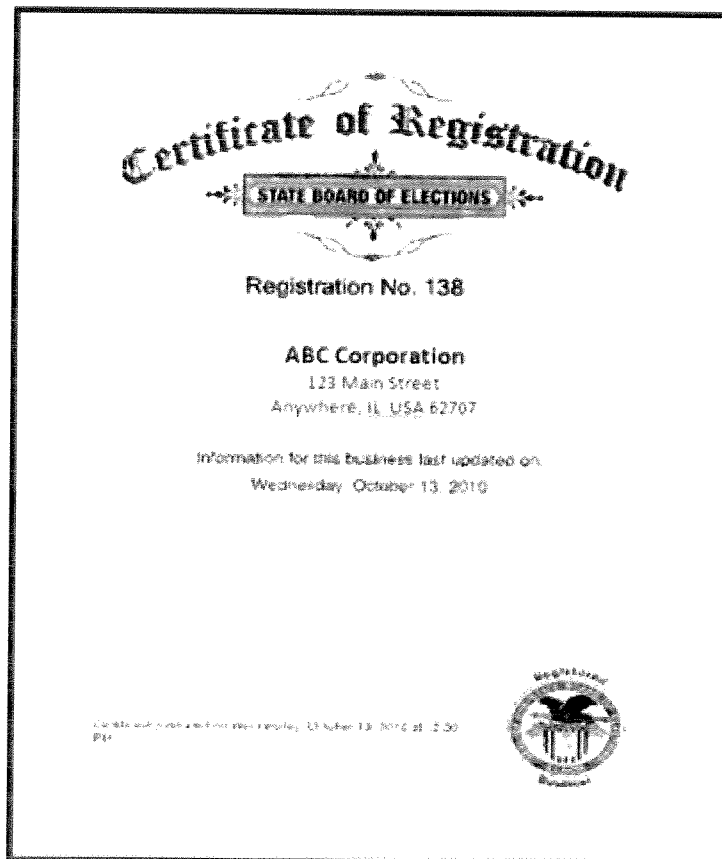
**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS REGISTRATION**

ATTACHMENT GG

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 18297

Guarantee Records Management of Chicago

2211 S Throop St

Chicago IL 60608

Information for this business last updated on:

Thursday, January 14, 2010

Certificate produced on Thursday, January 14, 2010 at 12:45 PM



STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Offsite Storage
Illinois Procurement Bulletin Number	22030731
Contract Number	13-0069
Vendor Name	GRM Information Management Services of Chicago LLC
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	GRM Information Management Services of Chicago LLC
Disclosing Entity's Parent Entity	GRM Information Management Services INC
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

Name	Address	Percentage of Ownership	\$ Value of Ownership
GRM Information Management Services INC	215 Coles St. Jersey City, NJ 07310	100	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

Name	Address	% of Distributive Income	\$ Value of Distributive Income
GRM Information Management Services Inc	215 Coles St. Jersey City, NJ 07310	100	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: GRM Information Management Services of Chicago LLC

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Please see attached list	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



DISCLOSURE OF CURRENT AND PENDING CONTRACTS

Department of Financial and Professional Regulation
Records Management, Scanning, and Destruction
Active
\$292,376.83
Bulletin#: 22027837

Northern Illinois University
Document Storage
Active
\$12,000.00
PO#: 132988

Department of Revenue
Scanning of Fiscal Documents
Active
\$58,675.00
Bulletin#: 22022681

Please explain the procurement relationship: Vendor

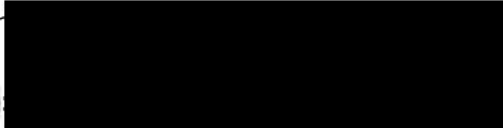
STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: GRM Information Management Services of Chicago LLC

Signature

A large black rectangular redaction box covers the signature area.

Date: 6/11/2014

Printed Name: Daniel J. O'Reilly

Title: Vice President of Operations

Phone Number: 708-924-4331

Email Address: doreilly@grmdocument.com

STATE OF ILLINOIS CONTRACT AMENDMENT

The undersigned Agency and Vendor, GRM Information Management Services Inc./ GRM Information Management Services of Chicago LLC, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: GRM Information Management Services of Chicago LLC	Address: 7123 W. 65 th St. Bedford Park, IL 60638
Signature: [Redacted]	Phone: 708-924-4331
Printed Name: Daniel J. O'Reilly	Fax: 708-924-4341
Title: Vice President of Operations	Email: doreilly@grmdocument.com
Date: 6-15-2016	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/505-9270
City, State ZIP: Downers Grove, IL 60515	
Procurement Signature: [Redacted]	Date: 2/23/17
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	
Approved as to Form and Constitutionality	
Legal Signature: [Redacted]	Date: 2-10-2017
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	

PBC# n/a	Project Title Off-site Storage Services	
Contract #13-0069	Procurement Method (IFB, RFP, Small, etc): IFB	
IPB Ref. #n/a	IPB Publication Date:n/a	Award Code: A
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): 13-0069 Off-site Storage Services

2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

Yes No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

Handwritten: 3.1. 30-17

3.1. The completion date will be extended, shortened or remain the same.

3.1.1. Original completion date: August 21, 2018.

3.1.2. Revised completion date: August 21, 2018.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same or change as follows: adding Line Number 5 to Group 1C Retrieval, increasing Group 1C total to \$16,401.75 and adding Line Number 4 to Group 2C-Retrieval, increasing Group 2C total to \$10,608.50.

Group 1C -- Retrieval

Line Number	Description	Estimated Quantity for Four (4)-year term	Unit Price (Per Occurrence)	Extension (Estimated Quantity X Unit Price)
1	Standard Retrieval (vendor delivers to and picks up from the Tollway)	200 Boxes	\$29.80	\$5,960.00
2	Rush Retrieval	10 Boxes	\$29.80	\$298.00
3	Research Retrieval	15 Boxes	\$1.25	\$18.75
4	Standard Removal and Replacement (Tollway personnel will pick-up and deliver)	100 Boxes	\$1.25	\$125.00
5	Complete Retrieval	8,000 Boxes	\$1.25	\$10,000.00
Group 1C Total (addition of lines 1 through 4 above)				\$16,401.75

Group 2C – Retrieval

Line Number	Description	Estimated Quantity for Four (4)-year term	Unit Price (Per Occurrence)	Extension (Estimated Quantity X Unit Price)
1	Standard Retrieval	10 Boxes	\$29.80	\$298.00
2	Rush Retrieval	10 Boxes	\$29.80	\$298.00
3	Standard Removal and Replacement (Tollway personnel will pick-up and deliver)	10 Boxes	\$1.25	\$12.50
4	Complete Retrieval	8,000 Boxes	\$1.25	\$10,000.00
Group 2C Total (addition of lines 1 through 4 above)				\$10,608.50

3.3. The cost will be increased, decreased or remain the same.

3.3.1. Original cost: \$73,366.15.

3.3.2. Amount of change: N/A.

3.3.3. Revised cost: N/A.

3.4. The supplies or services to be provided will stay the same or be changed as follows: Sections 1.2.4 Retrieval Services and Section 1.2.10 Change over Period will be deleted in its entirety and replaced with the following:

Section 1.2.4 Retrieval Services: Retrieval services shall include the following:

- Standard retrieval shall include delivery to the Tollway from the vendor within 48-hours after notification from the Tollway.
- Removal from storage site by the vendor.
- Delivery to the Illinois Tollway's Central Administration (CA) facility.
- Return (pick-up) from the Illinois Tollway's CA facility.
- Return to storage location.
- Rush retrieval shall include delivery to the Tollway from the vendor within 24-hours after notification from the Tollway.
- Research retrieval shall include conference room availability for on-site use.

- Standard Removal & Replacement.
- Removal from the storage site by the Tollway.
- Return to the storage site by the Tollway.

Complete retrieval service shall include:

Removal of all Tollway Property from the storage site at the termination of the contract. Vendor will not attempt to pass on any unreasonable fees to the Tollway at the termination of the contract. Complete retrieval costs shall be limited to the lesser of \$10,000 pursuant to 1C line 6 below or actual reasonable retrieval costs.

1.2.10 Change-over Period:

A change-over period will occur 14 days prior to the conclusion of the contract. The vendor must assist in any manner required by the Illinois Tollway to complete the removal and transfer of all Illinois Tollway stored documents from the vendor's storage facility (including preparation of an inventory log) to the new facility within 30 days following expiration or 30 days following termination/cancellation.

3.5. Subcontractors are being added, deleted, or remain the same?

- Subcontractor Name: Click here to enter text.

added deleted

Amount to be paid: Click here to enter text.

Address: Click here to enter text.

Description of work: Click here to enter text.

- Subcontractor Name: Click here to enter text.

added deleted

Amount to be paid: Click here to enter text.

Address: Click here to enter text.

Description of work: Click here to enter text.

3.5.1 All contracts with the subcontractors identified above must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

3.5.2 If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.5.3 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of

Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

3.5.4 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, 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. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. EFFECTIVE DATE OF AMENDMENT: March 1, 2017.

**STATE OF ILLINOIS
CERTIFICATION OF NO CHANGE FOR AMENDMENT CONTRACT**

When renewing a State contract, if there has been a change in the information originally provided and accepted (by the State at the time of contract execution) on either the Financial Disclosures and Conflicts of Interest form or the Standard Certifications form, then vendors, parent entity(ies), and subcontractors must complete and re-submit the appropriate form for which a change occurred.

However, if the information originally submitted on either of the forms has not changed, then this form may be used to certify that there has been no change.

This certification is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies)(100% ownership) > \$50,000

Project Name	Off-Site Storage Services
Illinois Procurement Bulletin Number	22030731
Contract Number	13-0069
Vendor Name	GRM Information Management Services of Chicago Inc
Doing Business As (DBA)	N/A
Disclosing Entity	GRM Information Management Services of Chicago Inc
Disclosing Entity's Parent Entity	GRM Information Management Services Inc
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> if you selected Other, please describe: Click here to enter text.

I hereby certify that the information contained on the following forms originally submitted for the above referenced contract has not changed.

Financial Disclosures and Conflicts of Interest

Standard Certifications

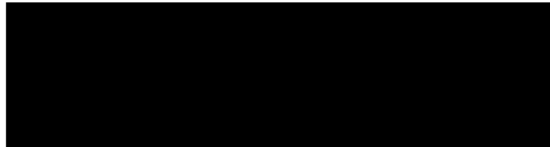
Information contained on the following forms originally submitted for the above referenced contract has changed. I have attached the appropriate updated information. Note to Disclosing Entity: Show the change(s) clearly on an attachment or submit new forms in their entirety.

Financial Disclosures and Conflicts of Interest

Standard Certifications

This disclosure is signed and made under penalty of perjury by an authorized officer or employee of the company pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code.

Authorized Signature:



Printed Name: Daniel J. O'Reilly

Title: Vice President of Operations

Email Address: doreilly@grmdocument.com

Phone Number: 708-924-4331

Date: 6/15/2016

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: GRM Information Management Services of Chicago LLC

Business Name: Same

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: [REDACTED]

Date: Wednesday, June 15, 2016

STATE OF ILLINOIS CONTRACT RENEWAL

Illinois Tollway

Off-Site Storage Services

Contract #13-0169

Contract Renewal

1 2 3 4 5

The undersigned Agency and Vendor, GRM Information Management Services of Chicago, LLC, (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: GRM INFOR MANAGEMENT SVC of Chicago LLC	Address: 7123 W. 165TH. ST. BEDFORD PARK IL
Signature: [REDACTED]	Phone: 708-793-4553 60638
Printed Name: DANIEL J. O'REILLY	Fax: 708-924-4341
Title: VICE PRESIDENT	Email: DOREILLY@GRMDOCUMENT.COM
Date: 8-9-2018	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630-795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date:
Legal Printed Name: Robert Lane	[REDACTED] C.A.M. P. 2018
Legal's Title: Senior Assistant Attorney General	
Procurement Signature: [REDACTED]	Date: 8/21/18
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 18-109571	Project Title Off-Site Storage Services	
Contract # 13-0069	Procurement Method (IFB, RFP, Small, etc): IFB	
IPB Ref. #	IPB Publication Date:	Award Code: A
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): 13-0069/Off-Site Storage Services
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein.
3. **RENEWAL TERM:** This RENEWAL shall begin August 22, 2018 and shall run through August 21, 2022.
4. **COSTS** (describe calculation and/or cost basis, if applicable): The value of this renewal contract is \$93,000.00. The CP is being increased by \$93,000.00, from \$73,366.15 to \$166,366.15. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.
5. **MAXIMUM AMOUNT:** Vendor's compensation for (services) under this renewal Contract shall not exceed \$111,600.00 during this renewal term without a formal amendment.
6. **SUBCONTRACTORS:** Will subcontractors be utilized? Yes No
 - **Subcontractor Name:** Click here to enter text.
Amount to be paid: Click here to enter text.
Address: Click here to enter text.
Description of work: Click here to enter text.
 - **Subcontractor Name:** Click here to enter text.
Amount to be paid: Click here to enter text.
Address: Click here to enter text.
Description of work: Click here to enter text.
- 6.1. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 6.2. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 6.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, 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. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

7. STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

7.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

7.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

7.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

7.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 7.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 7.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 7.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 7.9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 7.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
- 7.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 7.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 7.13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 7.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 7.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 7.16.** Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 7.17.** Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 7.18.** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 7.19.** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 7.20. Drug Free Workplace**
- 7.20.1** If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 7.20.2** If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 7.21.** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 7.22.** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 7.23.** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 7.24.** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 7.25.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 7.26.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 7.27.** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 7.28.** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

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

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

7.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

7.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

7.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

7.33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: GRM Information management Services of Chicago LLC

Business Name: Same

Taxpayer Identification Number: [REDACTED]

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: [REDACTED]

Date: August 9, 2018

PHONES

CHICAGO (773) 242-3620
 SUBURGAN (630) 241-6800

FINANCE COPY
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, IL 60515

ORDER NUMBER
 THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS AND BILLS OF LADING

CP-GRM08850325-

DATE: 08/22/14

PAGE 1 OF

F.O.B.: DELIVERED
 CONTRACT: 130069
 REF CPO:
 VENDOR
 TEL #: 1-312-226-8100
 TERMS: NET 30
 DELIVER BY: 08/21/18

CHANGE ORDER

GRM INFO MMGMT SVC OF CHG LLC
 GRM INFOR MANAGEMENT SVC INC
 7123 W 65 STREET
 BEDFORD, IL 60638

AUTHORITY INVOICE VOUC TO BE SENT TO YOU

SHIP TO: ADM
 MARK FOR: ADM/COSGRIFF

SUBJECT
 OFF-SITE STORAGE SERV

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	1821006		1	EA	OFF-SITE STORAGE SERVICES THE TOLLWAY'S ESTIMATED REQUIREMENT OF OFF-SITE STORAGE SERVICES FOR THE PERIOD OF: AUGUST 22, 2014 THROUGH AUGUST 21, 2018 CONTRACT #: 13-0069 AS APPROVED BY BOARD RESOLUTION #20380, DATED JUNE 26, 2014. -----NEED # 731402----- *REASON FOR CHANGE ORDER* TO REVISE START/END DATE. SKW. . . 8/20/14 01-0000-18-21-006	73366.15000	73366.
TOTAL								\$73366.

CHANGED LINES INDICATED BY AN "*" IN THE CHANGE COLUMN

CMS CONTRACT NUMBER:

By submitting an invoice, the Seller hereby certifies that the goods, merchandise and wares shipped in accordance with this order have met all the required standards as set forth in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
----------------	-----------------	------------

ACCOUNTS PAYABLE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By  8/22/14
 PURCHASING AGENT

PHONES

CHICAGO (773) 242-3620
 SUBURGAN (630) 241-6800

FINANCE COPY
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, IL 60515

ORDER NUMBER
 THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS AND BILLS OF LADING.

CP-GRM08850325-

DATE: 08/20/14

PAGE 1 OF

F.O.B.: DELIVERED
 CONTRACT: 130069
 REF. CPO:
 VENDOR:
 TEL #: 1-312-226-8100
 TERMS: NET 30
 DELIVER BY: 08/19/18

CHANGE ORDER

GRM INFO MGMT SVC OF CHG LLC
 GRM INFOR MANAGEMENT SVC INC
 7123 W 65 STREET
 BEDFORD, IL 60638

AUTHORITY INVOICE VOID TO BE SENT TO YOU

SHIP TO: ADM
 MARK FOR: ADM/COSGRIFF

SUBJECT
 OFF-SITE STORAGE SERV

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	1821006		1	EA	OFF-SITE STORAGE SERVICES THE TOLLWAY'S ESTIMATED REQUIREMENT OF OFF-SITE STORAGE SERVICES FOR THE PERIOD OF: AUGUST 20, 2014 THROUGH AUGUST 19, 2018 CONTRACT #: 13-0069 AS APPROVED BY BOARD RESOLUTION #20380, DATED JUNE 26, 2014. -----NEED # 731402----- 01-0000-18-21-006	73366.15000	73366.
TOTAL								\$73366.

CHANGED LINES INDICATED BY AN "*" IN THE CHANGE COLUMN

CMS CONTRACT NUMBER:

8
4

By submitting an invoice, the Seller hereby certifies that the goods, merchandise and wares shipped in accordance with this order have met all the required standards as set forth in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
ACCOUNTS PAYABLE		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By

[Redacted Signature]
 8/22/14

PURCHASING AGENT

PHONES

CHICAGO (773) 242-3620
 SUBURGAN (630) 241-6800

FINANCE COPY
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, IL 60515

ORDER NUMBER
 THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS AND BILLS OF LADING.

CP-QRM08850325-6

PAGE 1 OF

DATE: 08/01/14

F.O.B.: DELIVERED
 CONTRACT: 130069
 REF. CPO:
 VENDOR
 TEL #: 1-312-226-8100
 TERMS: NET 30
 DELIVER BY: 07/31/18

CONTRACT PURCHASE ORDER

GRM INFO MGMT SVC OF CHG LLC
 GRM INFOR MANAGEMENT SVC INC
 7123 W 65 STREET
 BEDFORD, IL 60638

AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU

SHIP TO: ADM
 MARK FOR: ADM/COSGRIFF
 SUBJECT
 OFF-SITE STORAGE SERV

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	1821006		1	EA	OFF-SITE STORAGE SERVICES THE TOLLWAY'S ESTIMATED REQUIREMENT OF OFF-SITE STORAGE SERVICES FOR THE PERIOD OF: AUGUST 1, 2014 THROUGH JULY 31, 2018 CONTRACT #: 13-0069 AS APPROVED BY BOARD RESOLUTION #20380, DATED JUNE 26, 2014. -----NEED # 731402----- 01-0000-18-21-006	73366.15000	73366.
TOTAL								\$73366.

CMS CONTRACT NUMBER:

By submitting an invoice, the Seller hereby certifies that the goods, merchandise and wares shipped in accordance with this order have met all the required standards as set forth in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
----------------	-----------------	------------

ACCOUNTS PAYABLE

By

[Redacted Signature]
 PURCHASING AGENT

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

THA - Toll Highway Authority

Purchase Order

Blanket Order Number 18-557THA-ADMIN-P-2422 Master Contract? N Master Con/Ref #:

V E N D O R	Vendor Number: V00003696
	Guarantee Records Management of Chicago LLC
	7123 W. 65th. Street
	Bedford Park, IL 60638
	null null

S H I P T O	
B I L L T O	

VENDOR INSTRUCTIONS:
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:
 --Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
 --Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES
 --Please see specific requirements provided by the purchasing entity.

Shipping Method: Best Way Shipping Terms: Solicitation (Bid) No.: N/A Contract Begin Date: 08/22/2014	Contract End Date: 08/21/2022	Freight Terms: Freight Prepaid Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15
--	-------------------------------	--

Item # 1 Class-Item 525-05 Group 1A - Record Storage - Includes the following: #11 Storage Boxes - Letter Size (10" x 12" x 24") - Est. Qty - 1,549 Boxes #12 Storage Boxes - Legal Size (10"x15"x24") - Est. Qty - 434 Boxes #25 Small Storage Box- Letter Size (10-1/4"x12"x15-1/4") - Est. Qty 3,331 Boxes Check Storage Boxes - Est. Qty - 1,752 Boxes Miscellaneous Size Boxes (sizes not listed above) - Est. Qty - 8 (Tubes) Boxes								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 2
 Class-Item 525-05

Group 1B - Storage

#11 Storage Box - Letter Size (10"x12"x24") - Est. Qty. - 1,859 Boxes
 #12 Storage Box - Legal Size (10"x15"x24") - Est. Qty. - 521 Boxes
 #25 Small Storage Box - Letter Size (10-1/4" x 12" x 15 1/4") - Est. Qty. - 3,997 Boxes
 Check Storage Boxes - Est. Qty. - 2,102 Boxes
 Miscellaneous Size Boxes (Sizes not listed above) - Est. Qty. - 16 (Tubes) Boxes
 Periodic Additions (12 box minimum) - Est. Qty. - 1,000 Boxes

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 3
 Class-Item 525-05

Group 1C - Retrieval

Standard Retrieval - Est. Qty. - 200 Boxes
 Rush Retrieval - Est. Qty. - 10 Boxes
 Research Retrieval - Est. Qty. - 15 Boxes
 Standard Removal and Replacement (Tollway personnel will pick up and deliver) - Est. Qty. - 100 Boxes

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 4
 Class-Item 525-05

Group 1D Special Services

Repacking of Boxes - Est. Qty. - 25 Boxes
 Shredding/Disposal - Est. Qty - 500 Pounds

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 5
 Class-Item 525-05

Group 2 A Initial Set-Up of Current Inventory as per Specifications Provided
 Archive Small Container - 12" L x 12" W x 11" H - 1 EA
 Large Container - 21" L x 12" W x 12" H - 10 EA

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 6
 Class-Item 525-05

Group 2B Storage as per specifications provided
 Archive (Small) Container 12" L x 12" W x 11" H- 1 EA at \$1.65, Total \$1.65
 Large Container - 21" L x 12" W x 12" H - 10 EA at \$1.65, Total \$16.50
 Group Total \$18.15, times 48 initial contract term

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 7
 Class-Item 525-05

Group 2 C - Retrieval as per specifications provided
 Standard Retrieval 10 EA, \$29.80 EA, Total \$298.00
 Rush Retrieval 10 EA, \$29.80 EA, Total \$298.00
 Standard Removal and Replacement (Tollway Personnel will pick up and deliver) 10 EA, \$1.25 EA, Total \$12.50.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 0.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: _____
Vendor
Signature: _____
Printed Name: _____
Title: _____
Phone #: _____
Email: _____
Date: _____

APPROVED

By: Sonja Wolniakowski
Phone#: (630) 241-6800
BUYER

State of Illinois Agency or Other Purchasing Entity
Procuring State Agency or Entity:

Illinois State Toll
Highway Authority

Official
Signature: _____

Printed Name: John Donato

Title: Chief of Procurement

Designee Signature: _____

Printed Name: _____

Title: _____

Date: 11/29/18

Legal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____
Using Agency Funding Source: _____
Detailed Expenditure Object Code: _____
Approp. Acct Code: _____
Award Code: _____
Original Proc. Method: _____
Subcontractors Disclosed: _____
Subcontractors Utilized: _____
Publication Date: _____ Financing Needed: _____
IPG Cert/Disclosure Yes _____ No _____