

RESOLUTION NO. 20201

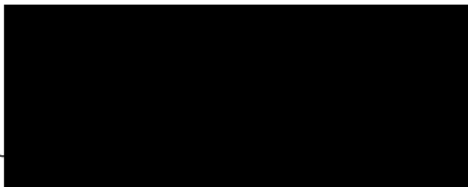
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a Vendor Managed Inventory ("VMI") Program. Pursuant to Tollway Request for Proposal No. 13-0171, which proposals were evaluated by a selection committee, the Tollway has determined that Genuine Parts Company (doing business as NAPA Auto Parts) provides the best value for a Vendor Managed Inventory ("VMI") Program for an upper limit of compensation not to exceed \$15,495,877.84.

**Resolution**

The proposal from Genuine Parts Company (doing business as NAPA Auto Parts) is accepted; Contract No. 13-0171 is approved in an amount not to exceed \$15,495,877.84; the Tollway's 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

Vendor Managed Inventory

13-0171

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page, numbered sections, and bid related documents listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract. In the event of a conflict between terms of the below referenced contract sections (sections identified as 1-8 below are contained within within this document) and documents, the terms in the section or document with highest relative precedence shall govern. The order of precedence shall be the order of sections and documents as listed below, with the first listed document or section having the highest precedence and the last listed document or section have the lowest precedence. To the extent not expressly incorporated herein, this contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**
9. **RFP #13-0171 VENDOR MANAGED INVENTORY PROGRAM FOR FLEET OPERATIONS PRICE PROPOSAL/FINAL OFFER dated December 20, 2013. Attached as Exhibit "A".**
10. **AGREED SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS – Attachment LL. Attached as Exhibit "B".**
11. **GENUINE PARTS COMPANY/NAPA REQUEST FOR PROPOSAL RESPONSE FOR RFP 13-0171 prepared November 26, 2013. This document was submitted by the Vendor in five separate volumes or as packets 1-5. These documents, and the included terms, conditions, and requirements are not attached, but are incorporated into this Contract by reference.**
12. **REQUEST FOR PROPOSAL – 13-0171. Vendor Managed Inventory Program for Fleet Operations. This document, and its included terms, conditions, and requirements is not attached, but is incorporated into this Contract by reference.**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and

**STATE OF ILLINOIS**

**CONTRACT**

Illinois Tollway

Vendor Managed Inventory

13-0171

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conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

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**CONTRACT SIGNATURES**

**VENDOR**

Vendor Name: Genuine Parts Company/NAPA	700 Enterprise Court, Naperville, IL 60563
Signature: [Redacted]	(630) 416-2912
Kevin Herron	(630) 305-9511
Division Vice President	Kevin_Herron@genpt.com
February 3, 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: [Redacted] FOR [Redacted]	Date: 3-14-14
Printed Name: Kr [Redacted]	
Official's Title: Executive Director	
Legal Signature: [Redacted] R.L.L.	Date: 3-6-2014
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [Redacted]	Date: 3/14/14
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief of Finance	
Legal Signature: [Redacted]	Date: 3/6/14
Legal Printed Name: David Goldberg	
Legal's Title: General Counsel	
Procurement Signature: [Redacted]	Date: 3/14/14
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	



AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference # 22031735	Project Title Vendor Managed Inventory
Contract # 13-0171	Procurement Method (IFB, RFP, Small, etc): RFP
IPB Ref. # 22031735	IPB Publication Date: 10/03/13 Award Code:
Subcontractor Utilization? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source	Obligation #
Small Business Set-Aside? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage	
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage	
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage	
Other Preferences?	

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**1. DESCRIPTION OF SUPPLIES AND SERVICES**

- 1.1 SUPPLIES AND/OR SERVICES REQUIRED:** Vendor will provide a managed inventory program for the Illinois Tollway's fleet operation. The Vendor shall: 1) provide fleet parts and supplies consistent with the pricing provided in this Contract; 2) provide on-site inventory management at two (2) Illinois Tollway locations, one location is in Naperville, Illinois and the other is located in Downers Grove, Illinois. It is anticipated that the transition to this contract at the two Tollway locations will occur at separate times to be determined and agreed upon by the parties.; 3) reduce the amount of fleet related inventory owned by the Illinois Tollway; 4) reduce delivery time for fleet related parts, supplies and materials; 5) provide parts and supplies to the Illinois Tollway when needed.
- 1.2 MILESTONES AND DELIVERABLES:** The Vendor shall satisfy the following key milestones and deliverables: 1) transition according the implementation schedule proposed by the Vendor in its RFP Response at Section 1.4 on page 47; 2) maintain eighty percent (80%) of the needed parts, materials, and supplies in Vendor's Illinois Tollway inventory as further defined in Vendor's Exceptions (See Exhibit "B"); 3) have available 90% of all needed parts, materials and supplies delivered to the Central Warehouse or Central Shop within four (4) hours of receipt of order as further defined in Vendor's Exceptions (See Exhibit "B"); 4) maintain the minimum number of required staff positions; 5) meet the invoicing schedule outlined in the Illinois Tollway's Request for Proposal; 6) meet the standard of performance outlined in the Illinois Tollway's Request for Proposal; 7) provide all necessary computer hardware and software for Vendor's staff's use; 8) provide agreed upon material handling equipment and storage system as agreed; 9) provide records and documents to the Illinois Tollway as required by the Illinois Tollway's Request for Proposal; 10) supply high quality parts, materials and supplies as further defined in Vendor's Exceptions (See Exhibit "B"); 11) provide a detailed quality assurance program.
- 1.3 VENDOR / STAFF SPECIFICATIONS:** See request for proposal – 13-0171 Vendor Managed Inventory Program For Fleet Operations at Section 1.5 (page 31).
- 1.4 TRANSPORTATION AND DELIVERY:** See request for proposal – 13-0171 Vendor Managed Inventory Program For Fleet Operations at Section 1.6 (page 32).
- 1.5 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.

1.5.1 Will subcontractors be utilized?  Yes  No

- Subcontractor Name: Truck Tire Sales, Inc.

Amount to be paid: 2% of contract value

Address: 426 W. Pershing, Chicago, IL 60609

Description of work: Providing parts and supplies

- Subcontractor Name: Tri-angle Fabrication and Body Company

Amount to be paid: 2% of contract value

Address: 1344 West 43<sup>rd</sup> St., Chicago, IL 60609

Description of work: Providing parts and supplies

- Subcontractor Name: Cesars Equipment Company

Amount to be paid: 2% of contract value

Address: 8770 S. 78<sup>th</sup> Ave., Bridgeview, IL 60455

Description of work: Providing parts and supplies

- Subcontractor Name: RAE Products and Chemicals Corp.

Amount to be paid: 1% of contract value

Address: 11638 S. Mayfield Ave., Alsip, IL 60803

Description of work: Providing parts and supplies

- Subcontractor Name: Brad's Tire Inc.

Amount to be paid: 6% of contract value

Address: 9100 S. Chicago Ave., Chicago, IL 60617

Description of work: Providing parts and supplies

- Subcontractor Name: Inter-City Supply Co., Inc.

Amount to be paid: 4% of contract value

Address: 8830 S. Dobson St., Chicago, IL 60619

Description of work: Providing parts and supplies

- Subcontractor Name: Chicago Parts and Sound, LLI

Amount to be paid: 4% of contract value

Address: 1150 Lively Blvd., Elk Grove Village, IL 60007

Description of work: Providing parts and supplies

- Subcontractor Name: Chicago United Industries, LTD.

Amount to be paid: 3% of contract value

Address: 53 W. Jackson Blvd. Suite 1450, Chicago, IL 60604

Description of work: Providing parts and supplies

- Subcontractor Name: Spring-Align

Amount to be paid: 3% of contract value

Address: 2312 Rand Road, Palatine, IL 60074

Description of work: Providing parts and supplies

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

- 1.5.2 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify 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.

- 1.6 **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: Illinois Tollway offices in Naperville and Downers Grove, Illinois.

Value of services performed at this location: \$15,495,877.84

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:

Vendor's Best and Final Offer is included in its December 20, 2013 letter addressed to Desiree Liberti, Sr. Buyer and attached to this agreement as Exhibit "A". The following is a summary of the costs and expenses included in this Contract:

Operational Costs (Section 1)	\$ 1,626,177.84
Parts and Materials Mgt. Fee (Section 2)	\$ 869,700.00
Parts, Supplies, and Materials (Est. for five years)	<u>\$13,000,000.00</u>
<b>Estimated Grand Total:</b>	<b>\$15,495,877.84</b>

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. The parties agree that Vendor's pricing profile shall remain firm, but prices on individual parts shall increase or decrease through the term of the Contract.

2.3 **EXPENSES ALLOWED:** Except as set forth in Section 2.1.2 above and in Vendor's "Best and Final Offer dated December 20, 2013 attached as Exhibit A hereto expenses are not allowed.

2.4 **DISCOUNT:** The State may receive a 0 % discount for payment within 0 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: See 2.1 above.

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:** Monthly rates for On-site Manager and Staff during the renewal term shall be based on the Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Series ID: CWUR0000SA0. The Price Index shall be the specified index as published by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). The Illinois Tollway will permit rate adjustments upward or downward when correlated with the Price Index specified herein. The Baseline Index shall be the index announced for the month in which the Contract is executed. Monthly rates may be adjusted for the renewal term in accordance with changes in the Index. The allowable percent change shall be calculated by subtracting the Baseline Index from the announced Index for the month in which the extension option is exercised and dividing the result by the Baseline Index. The allowable percent change shall be rounded to the nearest one-hundredth of 1% and shall be the maximum monthly rate adjustment permitted, except that the Offeror may offer price decreases in

excess of the allowable percent change. In no case will any price increase for the renewal period exceed 4% of the previous price.

2.5.2.2 Vendor's Price for Renewal(s): See above.

3 **TERM AND TERMINATION**

MP 3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of five (5) years to commence on ~~February~~ <sup>MARCH</sup> 15, 2014 to ~~February~~ <sup>MARCH</sup> 14, 2019. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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 five (5) 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.

**TERMINATION FOR CAUSE:** See paragraph 1.3 on page 44 of the Tollway's Request for Proposal as modified by Attachment LL attached to this Contract as Exhibit "B".

3.3 **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.

3.4 **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:** See paragraph 11 on page 48 of the Tollway's Request for Proposal as modified by Attachment LL attached to this Contract as Exhibit "B".

- 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](http://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:** See paragraphs 25.1 and 25.2 on pages 49 and 50 of the Tollway's Request for Proposal as modified by Attachment LL attached to this Contract as Exhibit "B".
- 4.24.1. 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

Click here to enter text.

- Required Federal Clauses, Certifications and Assurances

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

- Agency/University Specific Terms and Conditions

Click here to enter text.

- Other (describe)

Click here to enter text.

#### 5.1.1 ILLINOIS 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 Illinois 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 section was intentionally deleted.

**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 (for purposes of this paragraph,, the term "subcontractors" shall specifically exclude suppliers and manufacturers of products) 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.

**5.1.2.3 Publicity:**

Neither the Vendor nor the Illinois Tollway shall, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that they are under this Contract 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 Illinois 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 Illinois 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 ILLINOIS 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 Illinois 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 Illinois 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:

Please see attached Supplemental Provisions – Attachment LL

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**ATTACHMENT AA (Provided with Vendor's RFP response)**

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**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. The parties agree that Vendor shall not be required to submit a compliance plan or make any ADA required changes to the property on which it will operate, as Vendor does not own or lease the property.

**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.

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**ATTACHMENT AA (Provided with Vendor's RFP response)**

- 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. This paragraph does not apply to this Contract.
- 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.

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**ATTACHMENT AA (Provided with Vendor's RFP response)**

- 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. This paragraph does not apply to this contract.
- 6.20** Drug Free Workplace
- 6.19.1. 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.
- 6.19.2. 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.

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**ATTACHMENT AA (Provided with Vendor's RFP response)**

- 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](http://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. This paragraph does not apply to this contract.
- 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.

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**ATTACHMENT AA (Provided with Vendor's RFP response)**

- 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 provide 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.

E.

- 7 **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST** The Financial Disclosures and Conflicts of Interest were Provided in Vendor's RFP Response-at Packet 3 and are hereby incorporated by reference.
- 8 **DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN** The Disclosure of Business Operations with Iran was Provided in Vendor's RFP Response-at Packet 3 and is hereby incorporated by reference.

The Vendor's Taxpayer Identification Number was Provided in Vendor's RFP Response-at Packet 3 and is hereby incorporated by reference.

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**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	Vendor Managed Inventory Program for Fleet Operations
Illinois Procurement Bulletin Number	22031735
Contract Number	13-0171
Vendor Name	Genuine Parts Company
Doing Business As (DBA)	NAPA
Disclosing Entity	Genuine Parts Company dba NAPA
Disclosing Entity's Parent Entity	N/A
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <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.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
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.	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.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
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.	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: **Genuine Parts Company dba NAPA**

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 #
Illinois Department of Transportation	Automotive and Equipment Parts Supplier for District 1	Exp. 10/2/2014	\$5,000,000	Contract # PSD4015911 Solicitation # 224347

Please explain the procurement relationship: Vendor

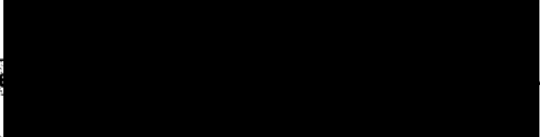
**STEP 9**  
**SIGN THE DISCLOSURE**

(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: Genuine Parts Company dba NAPA

Signature

A large black rectangular redaction box covers the signature area.

Date: 1/3/2014

Printed Name: Mike Picardi

Title: Division IBS Manager

Phone Number: 773-677-7325

Email Address: Mike\_Picardi@genpt.com

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

**ATTACHMENT MM**

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: Click here to enter text.

Business Name: Genuine Parts Company

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<br>medical and/or health care services                | Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | D = disregarded entity  |
|   | C = corporation   |
|   | P = partnership   |

Signature of Authorized Representative: [REDACTED]

Date: 11/3/2013

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 16785

## Genuine Parts Company

2999 Circle 75 Parkway

Atlanta GA 30339

Information for this business last updated on:

Tuesday, October 08, 2013

Certificate produced on Tuesday, October 08, 2013 at 2:09 PM







**Automotive Parts Group  
Midwest Division**



700 Enterprise Court  
Naperville, IL 60563

Mike Picardi  
Division IBS Manager

December 20, 2013

Illinois Tollway  
Attn: Desiree Liberti, Sr. Buyer  
2700 Ogden Avenue  
Downers Grove, IL 60515

**RFP# 13-0171 Vendor Managed Inventory Program for Fleet Operations  
Price Proposal / Final Offer**

Solicitation # 22031735

Dear Desiree Liberti,

Genuine Parts Company / NAPA appreciates the opportunity to submit the following Price Proposal / Final Offer to RFP #13-0171 Vendor Managed Inventory Program for Fleet Operations.

Upon final review of our projected operating expenses and estimated purchasing volume provided by the Illinois Tollway, Genuine Parts Company / NAPA is submitting the following adjustments to our original operating expenses. (Please see revised operational expenses table).

Please note: We have readjusted the number of people assigned to the Central Warehouse, based on the estimated purchase volume provided by the Illinois Tollway. You will see that we have reduced the full-time equivalents (FTE) from 3 to 2.5, resulting in a total savings (years 1-5) of **\$103,995.57**. We have also readjusted the computer / software expense, resulting in a savings to the Tollway of **\$13,613**.

The combined total reduction from our original proposal and savings to the Illinois Tollway is as follows:

Combined Total Savings (Years 1-5):

	<u>Original Proposal</u>	<u>New Proposal</u>
On-site staff	\$620,752.40	\$516,756.83
Computer/Software	\$136,132.62	\$122,519.36
Grand Total of Operating Expenses	\$1,743,786.67	\$1,626,177.84

Total Savings to the Illinois Tollway from our Original Proposal:

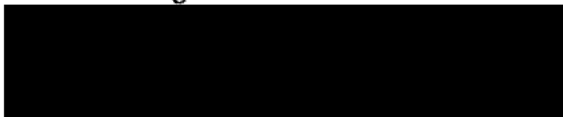
**\$117,608.83**

**Exhibit A**

Please note: The scheduling and number of people assigned to the Central Warehouse could be subject to change depending on volume demands, stock orders and seasonal demand. GPC / NAPA will not make any changes in the number of people assigned and /or scheduling unless mutually agreed upon between the Illinois Tollway and GPC / NAPA and approved by Illinois Tollway Management.

We feel that our revised "Price Proposal / Final Offer" has provided the Illinois Tollway with the best value. We look forward to any discussions and questions you may have after reviewing our revised Price Proposal / Final Offer. Thank you for your consideration.

Best regards,



/ Mike Picardi  
Division IBS Manager  
Genuine Parts Company/NAPA  
700 Enterprise Court  
Naperville, IL 60563  
Office: 630-416-2929  
Cell: 773-677-7325  
Fax: 630-305-9511  
[Mike.Picardi@genpt.com](mailto:Mike.Picardi@genpt.com)

## 13-0171 Vendor Managed Inventory Price Proposal/Final Offer

### Section 1 — Operational Expenses

Using the Table below, Offerors shall provide the Operational Costs for implementing their Vendor Managed Inventory Program at the Tollway. The Offeror shall provide a cost for the minimum number of personnel required (as stated in Section 1 5) and a list of any/all ancillary items they will be charging the Tollway for the five (5)-year base term of the contract. The employee expenses shall be fully loaded with all costs such as salary and fringe benefits.

*Operational Expenses	Qty	Year 1	Year 2	Year 3	Year 4	Year 5	Total (years 1through 5)
On-site Manager *Includes burden	2	\$167,528.32	\$171,428.32	\$175,445.32	\$179,582.83	\$183,844.46	\$877,829.25
On-site Staff *Includes burden	2.5	\$99,948.42	\$100,928.36	\$102,967.76	\$105,680.36	\$107,231.93	\$516,756.83
Computer/Software	2	\$26,365.63	\$25,825.63	\$25,825.63	\$22,251.24	\$22,251.24	\$122,519.36
Internet / WAN / Email	2	\$7,128.00	\$7,128.00	\$7,128.00	\$7,128.00	\$7,128.00	\$35,640.00
Material Handling Equipment and Shelving	1	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$6,600.00
							\$0.00
Insurance W/C, General, Property	1	\$12,366.48	\$12,366.48	\$12,366.48	\$12,366.48	\$12,366.48	\$61,832.40
Office supplies	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00
<b>TOTAL BY COLUMN</b>		<b>\$315,656.85</b>	<b>\$319,996.79</b>	<b>\$326,053.19</b>	<b>\$329,328.91</b>	<b>\$335,142.11</b>	<b>\$1,626,177.84</b>
<b>GRAND TOTAL</b>							<b>\$1,626,177.84</b>

## 13-0171 Vendor Managed Inventory Price Proposal/Final Offer

### Section 2 - Inventory Management

Cost of Parts, Supplies and Materials: The cost of all parts supplies, and materials purchased from the Vendor shall be at the Vendor's final cost after any discount off manufacturer's catalog or list price. The Vendor's Management Fee to manage the Tollway's parts, supplies, and materials inventory, shall be represented as a percentage of the approximate parts, supplies, and materials expenditures purchased on an annual basis. The Tollway estimates its purchases will be approximately \$2,600,000.00 annually. The inventory Management Fee percentage shall be applied to all parts, supplies, and materials invoices and shall be invoiced on a bimonthly basis.

**Inventory Management Fee Table**

Approximate Cost of Annual Parts Supply and Material expenditures	Management Fee (%) of annual expenditure	Total including Fee Annual Parts & Expenditures Management
\$2,600,000.00	6.69%	\$173,940.00
(TERM IS FOR 5 YEARS-OR \$13,000,000.00)	<b>GRAND TOTAL OF 5 YEARS</b>	<b>\$869,700.00</b>

How we came up with the number 6.69%

	Purchases	Est Dollars on 5% oil and Tires, 7% parts
Parts	\$2,200,000.00	\$154,000.00
Oil & Tires EST	\$400,000.00	\$20,000.00
Totals	\$2,600,000.00	\$174,000.00
EST Percent mark-up		6.69%

<b>SECTION 1 GRAND TOTAL</b>	<b>\$1,626,177.84</b>
<b>SECTION 2 GRAND TOTAL</b>	<b>\$869,700.00</b>
<b>GRAND TOTAL SECTION 1 AND 2</b>	<b>\$2,495,877.84</b>

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

**Attachment LL**

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Genuine Parts Company agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 22031735), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.

**A. Instructions for Submitting Offers**

A.21.2.3, Page 12. Please delete the second sentence in this section.

**Section 1-Specifications/Qualifications/Statement of Work**

1.3.1, Page 22. At the end of the second paragraph in this section, please add the following language: The Tollway agrees to provide any information regarding fleet changes to Vendor as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet, the addition of new vehicles, etc.

1.3.2, Page 23. Please delete the third sentence in the first paragraph and replace with the following language: As Vendor is not the manufacturer of the parts to be provided under this contract, Vendor cannot guarantee that parts purchased for this contract will meet or exceed a recently updated quality specification for OEM parts. To the extent the parts after-market has an updated product, Vendor agrees to provide it to the Tollway.

1.3.2, Page 23. Please revise the second paragraph so that it reads as follows: Vendor will promptly notify the Tollway in writing following Vendor's receipt of notice from the applicable manufacturer informing Vendor of any new product lines or changes to existing product lines. The Tollway may at any time refuse any particular product and require a specific substitute be provided, to the extent made available.

1.3.2, Page 23. Please revise the first sentence of the third paragraph so that it reads as follows: Vendor will endeavor to ensure that any rebuilt, refurbished, or recycled products meet or exceed all applicable industry standards.

1.3.3, Page 24. Please revise the last paragraph of this section so that it reads as follows:

Upon termination, expiration, or non-renewal of the Contract, the Tollway shall purchase all Vendor and Non-Vendor branded products in inventory in the On Site Store(s) that have potential use on vehicles or equipment currently in the Tollway fleet. The Tollway shall purchase these products at Vendor's verified current acquisition costs as confirmed by the Tollway. To the extent there is remaining Obsolete Inventory, which shall mean non-NAPA branded parts in Vendor's inventory for which the Tollway does not have a vehicle or piece of equipment for which the part will fit or otherwise work, the Vendor and the Tollway shall meet at least six months before the termination, expiration or non-renewal of the Contract to identify the extent of obsolete parts. Vendor will then use reasonable commercial efforts to return, sell or otherwise dispose of the Obsolete Inventory. To the extent Vendor is unable to return or otherwise dispose of the Obsolete Inventory, the Vendor and the Tollway shall meet and agree on the final disposal of the remaining Obsolete Inventory and the compensation the Vendor may be due from the Tollway.

1.3.4, Page 24. At the end of the first sentence in the second paragraph, please add the phrase 'at no cost to Vendor.' At the end of the last sentence in the last paragraph, please add the phrase 'unless such asset was stolen, missing, or destroyed as a result of the negligent acts or omissions or willful misconduct of the Tollway.'

1.3.5.1, Page 25. Please revise the third sentence in the second paragraph so that it reads as follows: The Vendor will be required to fill order by location and will use reasonable commercial efforts to ship the items to the Central Warehouse within three (3) hours after receipt of the order, subject to safe and responsible driving practices.

1.3.8, Page 26. Please delete the language in this section and replace with the following:

All items supplied pursuant to this contract are subject to the terms of written warranties provided by the manufacturer of each part, and Vendor shall use reasonable commercial efforts to assist the Tollway in processing all warranty claims that the Tollway may have against a manufacturer. In addition, Vendor shall pass through all available manufacturer warranties to the Tollway. The manufacturer's warranty will be the sole and exclusive remedy of the Tollway in connection with any claims concerning the parts supplied to the Tollway pursuant to this contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Tollway upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that the Tollway instructs Vendor to utilize or consider for future purchases, Vendor is under no obligation to (and Vendor disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

1.3.9, Page 28. Please revise the Material Safety data Sheets paragraph so that it reads as follows: The Vendor shall deliver to the Tollway all MSDS, to the extent made available by the applicable manufacturer, for all products subject to the provisions of the Occupational Safety and Health Administration (OSHA) and Illinois State environmental regulations.

1.3.11, Page 28. Please revise the second sentence so that it reads as follows: Vendor will maintain an efficient inventory and delivery system and will use reasonable commercial efforts to ensure that 80% of parts, supplies and materials will be provided over the counter at Central Shop or in stock at the Central Warehouse 90% of the parts, supplies and materials within four (4) hours and the balance within forty-eight (48) hours, subject to safe and responsible driving practices. Additionally, please delete the fourth sentence and replace with the following:

“In the event that Vendor fails to meet the foregoing requirements at any time, upon notice from the Tollway, the Vendor will: (i) identify the specific incidents or circumstances which arose or occurred and prevented the Vendor from adhering to the requirements set forth in this section and (ii) provide a corrective action plan designed to address and correct the issue(s). If the Vendor’s corrective actions do not address the issue within 15 days of the implementation of the corrective action plan, or within 45 days after receipt of notice from the Tollway, whichever occurs first, to the extent parts are not available for safety sensitive vehicles (specifically; HELP trucks, snow fighting trucks and equipment and police vehicles) the Vendor shall provide these parts at its cost with no additional fees or mark up.

The Tollway understands that lead times for some replacement parts can be longer than the delivery requirements set forth in the Request for Proposal. Therefore, this provision will only be applied when the parts are readily available from a typical resource but not provided to the Tollway within the aforementioned delivery times.”

1.3.12, Page 29. Please delete the last sentence in this section and replace with the following: Vendor agrees to cooperate with the development of an interface from its inventory management system to any new system the Tollway implements. Any costs incurred with respect to the foregoing shall be subject to mutual agreement between Vendor and the Tollway.

1.3.14.2, Page 30. Please revise this section so that it reads as follows: Vendor agrees to arrange for third parties to handle the disposal and/or recycling of scrap tire casings and recyclable batteries, but will not be directly involved in the actual disposal of such items. Vendor will use reasonable commercial efforts to assist the Tollway in processing any claim that may arise against such third party associated with the disposal of the items.

1.4, Page 30. Please revise the first sentence so that it reads as follows: The successful Vendor shall use reasonable commercial efforts to meet the following key milestones and deliverables, subject to safe and responsible driving practices:

1.4, Page 31. In the next to last bullet point please revise this sentence so that it reads as follows: Vendor will use its best efforts to supply high quality parts, materials and supplies as noted herein.

**Section 2-Inventory Management.**

Page 37. At the end of the first sentence, please add the following language: The parties agree that Vendor's pricing profile shall remain firm, but prices on individual parts shall increase or decrease throughout the term of the contract.

**State of Illinois Standard Terms and Conditions**

1.3.1, Page 44. Please add the word 'reasonable' before 'satisfaction'. Please delete 'within a specified period of time' and 'by the specified date' and replace with 'within ten (10) days from receipt of written notice'. At the end of this paragraph, please add the following language: Likewise, if the Tollway and the State of Illinois do not issue a payment to the Vendor within 60 days of the Tollway's receipt of Vendor's invoice, the Vendor may issue the Tollway with written notice of its intent to terminate the Contract. This termination notice must provide the Tollway with 30 days to cure its default, or issue payment in this case. Similarly, if the Tollway is in material breach of any other term of this Contract, the Vendor may terminate the Contract with written notice providing Tollway with 30 days to cure its material breach. In the event the Vendor elects to terminate this Contract pursuant to this paragraph, in addition to the cure period, it must provide the Tollway at least 120 days' notice from the specified date of termination to allow the Tollway to transition out of this Contract.

New Section, Page 45. Please add the following new section to the contract: **BUY-BACK OF INVENTORY:** Upon termination, expiration, or non-renewal of the Contract, the Tollway shall purchase all Vendor and Non-Vendor branded products in inventory in the On Site Store(s) that have potential use on vehicles or equipment currently in the Tollway fleet. The Tollway shall purchase these products at Vendor's verified current acquisition costs as confirmed by the Tollway. To the extent there is remaining Obsolete Inventory, which shall mean non-NAPA branded parts in Vendor's inventory for which the Tollway does not have a vehicle or piece of equipment for which the part will fit or otherwise work, the Vendor and the Tollway shall meet at least six months before the termination, expiration or non-renewal of the Contract to identify the extent of obsolete parts. Vendor will then use reasonable commercial efforts to return, sell or otherwise dispose of the Obsolete Inventory. To the extent Vendor is unable to return or otherwise dispose of the Obsolete Inventory, the Vendor and the Tollway shall meet and agree on the final disposal of the remaining Obsolete Inventory and the compensation the Vendor may be due from the Tollway.

11, Page 48. Before the word 'in-house' please include the word 'reasonable'. In subsection (b), please delete the phrase 'in whole or in part'. In subsection (c), please add the word 'negligent' before 'act, activity or omission'. Additionally, in subsection (c), after the word 'subcontractors', please add the following language: (for purposes of this paragraph, the term 'subcontractors' shall specifically exclude



suppliers and manufacturers of products). Please revise the last sentence so that it reads: NEITHER VENDOR NOR THE STATE SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF BUSINESS), WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THIS CONTRACT.

25.1 and 25.2, Page 49 and 50. Please delete the language in these sections and replace with the following: All items supplied pursuant to this contract are subject to the terms of written warranties provided by the manufacturer of each part, and Vendor shall use reasonable commercial efforts to assist the State in processing all warranty claims that the State may have against a manufacturer. Vendor shall pass through all available manufacturers' warranties to the State. The manufacturer's warranty will be the sole and exclusive remedy of the State in connection with any claims concerning the parts supplied to the State pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the State upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that the State instructs Vendor to utilize or consider for future purchases, Vendor is under no obligation to (and Vendor disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

**State of Illinois Supplemental Provisions**

**State of Illinois Standard Certifications**

2, page 56. Please add the following language at the end of this section: The parties agree that Vendor shall not be required to submit a compliance plan or make any ADA required changes to the property on which it will operate, as Vendor does not own or lease the property.

6, Page 57. Does not apply to this Contract.

19, Page 58. Does not apply to this Contract.

31, Page 59. Does not apply to this Contract.

By:

Signed:

Position:

Date:

Contract Renewal

1  2  3  4  5

The undersigned Agency and Vendor, Genuine Parts Company, (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: Genuine Parts Company	Address: 700 Enterprise Court, Naperville, IL 60563
Signature: [REDACTED]	Phone: 630-416-2912
Printed Name: Dennis Gibbs	Fax: 630-305-9511
Title: Division Vice President	Email: dennis_gibbs@genpt.com
Date: 4-9-2018	

**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: 5/21/18
Printed Name: Elizabeth Gorman	[REDACTED]
Official's Title: Executive Director	
Legal Signature: [REDACTED] <small>Approved as to Form and Constitutionality</small>	Date: 5-11-2018
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [REDACTED]	Date: 5-17-18
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature: [REDACTED]	Date: 5/17/18
Legal Printed Name: Elizabeth M.S. Oplawski	
Legal's Title: Acting General Counsel	
Procurement Signature: [REDACTED]	Date: 5/17/18
Procurement Printed Name: John Donato	

**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

Procurement's Title: Chief of Procurement	
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**STATE USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

PBC #18-110605

Project Title: Vendor Managed Inventory "VMI"

Contract # 13-0171

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

IPB Ref. # 22042047

IPB Publication Date:

Award Code: A

Subcontractor Utilization?  Yes  No

Subcontractor Disclosure?  Yes  No

Funding Source

Obligation #

CPO 33 – General Counsel Approval:

Signature

Printed Name

Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): #13-0171 Vendor Managed Inventory "VMI", CP #NAP12446963.

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 March 15, 2019 and shall run through March 14, 2024.

4. **COSTS** (describe calculation and/or cost basis, if applicable): The value of this renewal contract is \$20,000,000.00. 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.

4.1. Renewal Pricing:

The pricing for the Renewal shall be at the same rate as the initial term.

5. **MAXIMUM AMOUNT:** Vendor's compensation for (services) under this renewal Contract shall not exceed \$24,000,000.00 during this renewal term without a formal amendment.

6. **SUBCONTRACTORS:** Will subcontractors be utilized?  Yes  No

- Subcontractor Name: Bearings and Industrial Supply Co.

Amount to be paid: \$40,000

Address: 431 Irmey Dr, Addison, IL 60101

Description of work: Pulleys and Sheaves, Gaskets and Gasket Material, Automotive, Replacement Parts for General Motors, Gaskets, All Types: Barrels, Drums, Kegs, and Pails, Bearing Assemblies,, Including Hanger Bearings and Custom-Made Bearings, BELTS AND BELTING: AUTOMOTIVE AND, INDUSTRIAL, Electrical Accessories and Parts, Marine, ELECTRICAL CABLES AND WIRES, Hand Tools (Powered and Non-Powered), Accessories and Supplies, HAND TOOLS (POWERED AND NON-POWERED), Sprockets and Gears (Roller Chain, Engineering, Split, Table Top, Plastic, Spur, Bevel, Helical, Rack and Pinion Gearing)

- Subcontractor Name: Black Dog Chicago LLC

Amount to be paid: \$350,000

Address: 2305 Enterprise Dr., Westchester, IL 60154

Description of work: Bulk Oil, Chemicals, Auto Parts, Truck Parts

- Subcontractor Name: Inter-City Supply Co., Inc.

Amount to be paid: \$230,000

Address: 8830 South Dobson Ave., Chicago, IL 60619

Description of work: Industrial Supplies

- Subcontractor Name: RAE Products and Chemicals Corp.

Amount to be paid: \$12,000

Address: 11638 South Mayfield Ave., Alsip, IL 60803

Description of work: Insulation, Pipe and Tubing, All Types

Cleaning and Washing Equipment: Steam, Cold and Hot Water Pressure and Jet Types, Portable and Stationary (Also See 075-49), Coolers, Electric (Water Fountains), Additives and Miscellaneous Paint Ingredients: Driers, Fungicides, Latexes, Pigments, Surfactants, etc., Paint, Automotive and Machinery PAINTING EQUIPMENT AND ACCESSORIES, Can Opener, Paint (Pneumatic), Bathroom Accessories: Fans, Mirrors, Medicine Cabinets, Soap Dishes, Towel Bars and Rings, etc., Pipe Hangers, Constant Support Type, for Power Plant Operations, Valves, Aluminum, Water Filtration, Conditioning, and Purification Equipment for the Office and Home, Water Heaters, Residential, Asphalt Pumps, ROAD AND HIGHWAY BUILDING MATERIALS, Cleaner, Spray Equipment

- Subcontractor Name: Spring-Align Of Palatine

Amount to be paid: \$3,000

Address: 2312 North Rand, Palatine, IL 60074

Description of work: Automobile and Other Passenger Vehicles Maintenance and Repair (Not Otherwise Classified)

- Subcontractor Name: Truck Tire Sales

Amount to be paid: \$240,000

Address: 426 Pershing, Chicago, IL 60609

Description of work: Car and Truck Tires

- 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**

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**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.

- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.9. 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).
- 7.10. 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.
- 7.11. 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.
- 7.12. 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.
- 7.13. 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.
- 7.14. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 7.15. 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.
- 7.16. 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.
- 7.17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.



**7.18. 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.

**7.19.** 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.

**7.20.** 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.

**7.21.** 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.

**7.22.** 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.

**7.23.** 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.

**7.24.** 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.

**7.25.** 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.

**7.26.** 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.

**7.27.** 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](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.

**7.28.** 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.

7.29. 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.

7.30. 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 it 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: Dennis Gibbs

Business Name: Genuine Parts Company

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<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> S = partnership   |

Signature of Authorized Representative [REDACTED]

Date: April 9, 2018 [REDACTED]

Contract Renewal

1  2  3  4  5

The undersigned Agency and Vendor, Genuine Parts Company, (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: Genuine Parts Company	Address: 700 Enterprise Court, Naperville, IL 60563
Signature: [Redacted]	Phone: 630-416-2912
Printed Name: Dennis Gibbs	Fax: 630-305-9511
Title: Division Vice President	Email: dennis_gibbs@genpt.com
Date: 4-9-2018	

**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: 5/21/18
Printed Name: Elizabeth Gorman	[Redacted]
Official's Title: Executive Director	
Legal Signature: [Redacted] <small>Approved as to Form and Constitutionality</small>	Date: 5-11-2018
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [Redacted]	Date: 5-17-18
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature: [Redacted]	Date: 5/17/18
Legal Printed Name: Elizabeth M.S. Oplawski	
Legal's Title: Acting General Counsel	
Procurement Signature: [Redacted]	Date: 5/17/18
Procurement Printed Name: John Donato	

**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

Procurement's Title: Chief of Procurement	
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**STATE USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

PBC #18-110605

Project Title: Vendor Managed Inventory "VMI"

Contract # 13-0171

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

IPB Ref. # 22042047

IPB Publication Date:

Award Code: A

Subcontractor Utilization?  Yes  No

Subcontractor Disclosure?  Yes  No

Funding Source

Obligation #

CPO 33 – General Counsel Approval:

Signature

Printed Name

Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): #13-0171 Vendor Managed Inventory "VMI", CP #NAP12446963.

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 March 15, 2019 and shall run through March 14, 2024.

4. **COSTS** (describe calculation and/or cost basis, if applicable): The value of this renewal contract is \$20,000,000.00. 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.

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The pricing for the Renewal shall be at the same rate as the initial term.

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**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

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**7. STANDARD CERTIFICATIONS**

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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.

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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.

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- 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.

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- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.9. 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).
- 7.10. 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.
- 7.11. 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.
- 7.12. 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.
- 7.13. 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.
- 7.14. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 7.15. 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.
- 7.16. 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.
- 7.17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

**7.18. 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.

**7.19.** 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.

**7.20.** 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.

**7.21.** 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.

**7.22.** 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.

**7.23.** 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.

**7.24.** 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.

**7.25.** 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.

**7.26.** 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.

**7.27.** 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](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.

**7.28.** 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.

7.29. 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.

7.30. 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 it 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: Dennis Gibbs

Business Name: Genuine Parts Company

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<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> S = corporation   |

Signature of Authorized Representative: [REDACTED]

Date: April 9, 2018 [REDACTED]

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

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

**ORDER NUMBER**  
 THIS NUMBER MUST APPEAR ON  
 ALL INVOICES, PACKAGES, PACK-  
 ING SLIPS AND BILLS OF LADING.

CP-NAP12446963-01

DATE: 03/15/14

PAGE 1 OF

F.O.B.: DELIVERED  
 CONTRACT: 130171  
 REF. CPO:  
 VENDOR  
 TEL #: 630-305-8955  
 TERMS: NET 30  
 DELIVER BY: 03/14/19

CONTRACT PURCHASE ORDER

GENUINE PARTS CO CORP  
 dba NAPA AUTO PARTS  
 700 ENTERPRISE CT  
 NAPERVILLE, IL 60563-1078

AUTHORITY INVOICE VOUCHER  
 TO BE SENT TO YOU

SHIP TO: CM  
 MARK FOR: ALEX GEORGIOU

SUBJECT  
 VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	4743220		1	EA	VENDOR MANAGED INVENTORY THE TOLLWAYS ESTIMATED REQUIREMENT FOR VENDOR MANAGED INVENTORY FOR THE PERIOD OF FIVE (5) YEARS TERM 3/15/14 TO 3/14/19 ALL SPECIFICATIONS PER CONTRACT DOCUMENT 13-0171 ***** AS APPROVED BY BOARD RESOLUTION 20201 DATED JANUARY 23, 2014 ***** ---NEED 743973--- 01-0000-47-43-220	\$495877.84000	15495877.84
TOTAL								\$15495877.84

CMS CONTRACT NUMBER:

BUYER  10

QUOTE CODE  4

**VENDOR INSTRUCTIONS**

**INVOICING ADDRESS: ILLINOIS TOLLWAY  
 P.O. BOX 3094  
 LISLE, IL 60532**

PLEASE BE SURE TO INCLUDE THE ILLINOIS TOLLWAY ELEVEN-DIGIT ORDER NO.  
 WHICH IS FOUND IN THE UPPER-RIGHT CORNER OF THE PURCHASE ORDER.  
 See reverse side for additional instructions and terms and conditions.

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.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By

[Redacted Signature]

AUTHORIZED AGENT

3/17/14

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVENUE  
DOWNERS GROVE, IL 60515

CP-NAP124468596-02

PHONES

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

DATE: 07/15/16

PAGE OF

F.O.B.: DELIVERED  
CONTRACT: 130171  
REF. CPO:  
VENDOR:  
TEL #: 630-305-8955  
TERMS: NET 30  
DELIVER BY: 03/14/24

CHANGE ORDER

GENUINE PARTS CO CORP  
NAPA AUTO PARTS  
700 ENTERPRISE CT  
NAPERVILLE, IL 60563-1078

AUTHORITY INVOICE VOUCHER  
TO BE SENT TO YOU  
SHIP TO: CW  
MARK FOR: ALEX GEORGIOU  
SUBJECT  
VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
*	001			1	EA	VENDOR MANAGED INVENTORY THE TOLLWAYS ESTIMATED REQUIREMENT FOR VENDOR MANAGED INVENTORY FOR THE PERIOD 07/15/16 TO 03/14/19 ALL SPECIFICATIONS PER TOLLWAY CONTRACT 13-0171 ***** AS APPROVED BY BOARD RESOLUTION 20201 DATED JANUARY 23, 2014 ***** -----NEED 831217----- FUNDS TRANSFERRED FROM [M&O] CP-NAP12446963 AS APPROVED BY MEMORANDUM DATED 06/30/16 ***** DTT .....7/15/16 *CHANGE ORDER 01 - REASON FOR CHANGE - RENEW FOR ***** CONTINUED *****	225000.00000	225000.00

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

JS 525-18

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

ACCOUNTS PAYABLE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PLEASE SEE SIGNATURE ON LAST PAGE

By \_\_\_\_\_ AUTHORIZED AGENT

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

2700 OGDEN AVENUE  
DOWNERS GROVE, IL 60515

CP-NAP12468596-02

DATE: 07/15/16

F.O.B.: DELIVERED		CHANGE ORDER		AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU	
CONTRACT: 130171		GENUINE PARTS CO CORP NAPA AUTO PARTS 700 ENTERPRISE CT NAPERVILLE, IL 60563-1078		SHIP TO: CW	
REF. CPO:				MARK FOR: ALEX GEORGIOU	
VENDOR TEL #: 630-305-8955				SUBJECT	
TERMS: NET 30				VENDOR MANAGED INVENTORY	
DELIVER BY: 03/14/24					

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
						THE PERIOD OF 03/15/19 THROUGH 03/14/24 - NO INCREASE TO CAPITAL UPPER DOLLAR LIMIT AS APPROVED BY BOARD RESOLUTION #21501 DATED MARCH 29, 2018 MH..... 4/17/18 * REASON FOR CHANGE ORDER - TO CHANGE FUND 50 TO FUND 51 PER MEMO DATED 5/07/2018. MH..... 05/22/18 51-9838-67-85-110		
						TOTAL		\$225000.00

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By \_\_\_\_\_ AUTHORIZED AGENT



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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

2700 OGDEN AVENUE  
DOWNERS GROVE, IL 60515

CP-NAP12468596-01

PAGE OF

DATE: 07/15/16

F.O.B.: DELIVERED  
130171  
CONTRACT:  
REF. CPO:  
VENDOR  
TEL.#: 630-305-8955  
TERMS: NET 30  
DELIVER BY: 03/14/24

CHANGE ORDER

AUTHORITY INVOICE VOUCHER  
TO BE SENT TO YOU

GENUINE PARTS CO CORP  
NAPA AUTO PARTS  
700 ENTERPRISE CT  
NAPERVILLE, IL 60563-1078

SHIP TO: CW  
MARK FOR: ALEX GEORGIOU  
SUBJECT  
VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
*	001			1	EA	VENDOR MANAGED INVENTORY THE TOLLWAYS ESTIMATED REQUIREMENT FOR VENDOR MANAGED INVENTORY FOR THE PERIOD 07/15/16 TO 03/14/19 ALL SPECIFICATIONS PER TOLLWAY CONTRACT 13-0171 ***** AS APPROVED BY BOARD RESOLUTION 20201 DATED JANUARY 23, 2014 ***** -----NEED 831217----- FUNDS TRANSFERRED FROM [M&O] CP-NAP12446963 AS APPROVED BY MEMORANDUM DATED 06/30/16 ***** DTT ..... 7/15/16 *CHANGE ORDER 01 - REASON FOR CHANGE - RENEW FOR * * * * CONTINUED * * * *	225000.00000	225000.00

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
PLEASE SEE SIGNATURE ON LAST PAGE

By \_\_\_\_\_ AUTHORIZED AGENT

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CP-NAP12468596-01

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

2700 OGDEN AVENUE  
DOWNERS GROVE, IL 60515

**PHONES**

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

DATE: 07/15/16

F.O.B.: DELIVERED  
CONTRACT: 130171  
REF. CPO:  
VENDOR  
TEL #: 630-305-8955  
TERMS: NET 30  
DELIVER BY: 03/14/24

CHANGE ORDER

GENUINE PARTS CO CORP  
NAPA AUTO PARTS  
700 ENTERPRISE CT  
NAPERVILLE, IL 60563-1078

AUTHORITY INVOICE VOUCHER  
TO BE SENT TO YOU

SHIP TO: CW  
MARK FOR: ALEX GEORGIOU

SUBJECT  
VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
						THE PERIOD OF 03/15/19 THROUGH 03/14/24 - NO INCREASE TO CAPITAL UPPER DOLLAR LIMIT AS APPROVED BY BOARD RESOLUTION #21501 DATED MARCH 29, 2018 MH..... 4/17/18 50-9838-67-85-110		
						TOTAL		\$225000.00

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

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

ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By \_\_\_\_\_ AUTHORIZED AGENT

**PHONES**

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

FINANCE COPY

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

**ORDER NUMBER**  
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ALL INVOICES, PACKAGES, PACK-  
ING SLIPS AND BILLS OF LADING.

CP-NAP12446963-03

DATE: 03/15/14

PAGE 1 OF

F.O.B.: DELIVERED	CHANGE ORDER	AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU
CONTRACT: 130171		
REF. CPO:		
VENDOR: GENUINE PARTS CO CORP		SHIP TO: CW
TEL #: 630-305-8955	NAPA AUTO PARTS	MARK FOR: ALEX GEORGIU
TERMS: NET 30	700 ENTERPRISE CT	SUBJECT
DELIVER BY: 03/14/24	NAPERVILLE, IL 60563-1078	VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	4743220		1	EA	VENDOR MANAGED INVENTORY 5270877.84000 THE TOLLWAYS ESTIMATED REQUIREMENT FOR VENDOR MANAGED INVENTORY FOR THE PERIOD OF FIVE (5) YEARS TERM 3/15/14 TO 3/14/19 ALL SPECIFICATIONS PER CONTRACT DOCUMENT 13-0171 ***** AS APPROVED BY BOARD RESOLUTION 20201 DATED JANUARY 23, 2014 ***** -----NEED 743973----- *REASON FOR CHANGE ORDER* TRANSFER \$225,000.00 TO FUND 50 CP-NAP12468594 LOWERING UPPER LIMIT FROM \$15,495,877.84 BY \$225,000.00 TO \$15,270,877.84 ***** * * * * CONTINUED * * * *		15270877.84

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

*JS 5-2418*

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
PLEASE SEE SIGNATURE ON LAST PAGE  
By \_\_\_\_\_ AUTHORIZED AGENT

**PHONES**

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

FINANCE COPY

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

**ORDER NUMBER**  
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ALL INVOICES, PACKAGES, PACK-  
ING SLIPS AND BILLS OF LADING.

CP-NAP12446963-03

DATE: 03/15/14

PAGE 2 OF

F.O.B.: DELIVERED  
CONTRACT: 130171  
REF. CPO:  
VENDOR  
TEL.#: 630-305-8955  
TERMS: NET 30  
DELIVER BY: 03/14/24

CHANGE ORDER

GENUINE PARTS CO CORP  
NAPA AUTO PARTS  
700 ENTERPRISE CT  
NAPERVILLE, IL 60563-1078

AUTHORITY INVOICE VOUCHER  
TO BE SENT TO YOU

SHIP TO: CW  
MARK FOR: ALEX GEORGIOU

SUBJECT  
VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	002	4743220		1	EA	AS APPROVED BY MEMORANDUM DATED 6/30/16 ***** DTT ..... 7/15/16 01-0000-47-43-220  VENDOR MANAGED INVENTORY *CHANGE ORDER 02 - REASON FOR CHANGE ORDER - RENEW FOR THE PERIOD OF 03/15/19 THROUGH 03/14/24 AS APPROVED BY BOARD RESOLUTION #21501 DATED MARCH 29, 2018 -----NEED 872077----- MH. .... 4/17/18 *CHANGE ORDER 03 - REASON FOR CHANGE - CORRECTED END DATE IN PHEAD SCREEN TO 3/14/24. MH. .... 5/07/18 * * * * CONTINUED * * * *	0.00000	20000000.00

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

CMS CONTRACT NUMBER:

3

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 for in the purchasing contract.

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

ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
PLEASE SEE SIGNATURE ON LAST PAGE

By \_\_\_\_\_ AUTHORIZED AGENT

AUTHORIZED AGENT

**PHONES**

CHICAGO SUBURBAN  
(773) 242-3620 (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, PACK-  
ING SLIPS AND BILLS OF LADING.

CP-NAP12446963-03

DATE: 03/15/14

PAGE 3 OF

F.O.B.: DELIVERED	CHANGE ORDER	AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU
CONTRACT: 130171		
REF. CPO:		
VENDOR: GENUINE PARTS CO CORP		SHIP TO: CW
TEL #: 630-305-8955	NAPA AUTO PARTS	MARK FOR: ALEX GEORGIU
TERMS: NET 30	700 ENTERPRISE CT	SUBJECT
DELIVER BY: 03/14/24	NAPERVILLE, IL 60563-1078	VENDOR MANAGED INVENTORY

C H G	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
						01-0000-47-43-220		
							TOTAL	\$35270877.84

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

3

CMS CONTRACT NUMBER:

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 for in the purchasing contract.

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

ACCOUNTS PAYABLE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By



5-23-2018

AUTHORIZED AGENT

**PHONES**

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

FINANCE COPY

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

**ORDER NUMBER**  
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ALL INVOICES, PACKAGES, PACK-  
ING SLIPS AND BILLS OF LADING.

CP-NAP12446963-01

DATE: 03/15/14

PAGE OF

F.O.B.: DELIVERED  
130171  
CONTRACT:  
REF. CPO:  
VENDOR  
TEL. #: 630-305-8955  
TERMS: NET 30  
DELIVER BY: 03/14/19

CHANGE ORDER

GENUINE PARTS CO CORP  
NAPA AUTO PARTS  
700 ENTERPRISE CT  
NAPERVILLE, IL 60563-1078

AUTHORITY INVOICE VOUCHER  
TO BE SENT TO YOU

SHIP TO: CW  
MARK FOR: ALEX GEORGIU

SUBJECT  
VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	4743220		1	EA	VENDOR MANAGED INVENTORY THE TOLLWAYS ESTIMATED REQUIREMENT FOR VENDOR MANAGED INVENTORY FOR THE PERIOD OF FIVE (5) YEARS TERM 3/15/14 TO 3/14/19 ALL SPECIFICATIONS PER CONTRACT DOCUMENT 13-0171 ***** AS APPROVED BY BOARD RESOLUTION 20201 DATED JANUARY 23, 2014 ***** -----NEED 743973----- *REASON FOR CHANGE ORDER* TRANSFER \$225,000.00 TO FUND 50 CP-NAP12468594 LOWERING UPPER LIMIT FROM \$15,495,877.84 BY \$225,000.00 TO \$15,270,877.84 ***** * * * * CONTINUED * * * *	5270877.84000	15270877.8

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

CMS CONTRACT NUMBER:

3  
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 for in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
PLEASE SEE SIGNATURE ON LAST PAGE

By \_\_\_\_\_ AUTHORIZED AGENT

**PHONES**

CHICAGO SUBURBAN  
(773) 242-3620 (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, PACK-  
ING SLIPS AND BILLS OF LADING.

CP-NAP12446963-07

DATE: 03/15/14

PAGE 0F

F.O.B.: DELIVERED  
CONTRACT: 130171  
REF. CPO:  
VENDOR  
TEL.#: 630-305-8955  
TERMS: NET 30  
DELIVER BY: 03/14/19

CHANGE ORDER

GENUINE PARTS CO CORP  
NAPA AUTO PARTS  
700 ENTERPRISE CT  
NAPERVILLE, IL 60563-1078

AUTHORITY INVOICE VOUCHER  
TO BE SENT TO YOU

SHIP TO: CW  
MARK FOR: ALEX GEORGIU

SUBJECT  
VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
						AS APPROVED BY MEMORANDUM DATED 6/30/16 ***** DTT ..... 7/15/16 01-0000-47-43-220		
*	002	4743220		1	EA	VENDOR MANAGED INVENTORY *CHANGE ORDER 02 - REASON FOR CHANGE ORDER - RENEW FOR THE PERIOD OF 03/15/19 THROUGH 03/14/24 AS APPROVED BY BOARD RESOLUTION #21501 DATED MARCH 29, 2018 -----NEED 872077----- MH..... 4/17/18 01-0000-47-43-220	0.00000	20000000.0
TOTAL								\$35270877.84

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

CMS CONTRACT NUMBER:

3

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 for in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By \_\_\_\_\_ AUTHORIZED AGENT

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

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

CP-NAP12446965-09

PHONES

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

DATE: 03/15/14

PAGE 1 OF

F.O.B.: DELIVERED	CHANGE ORDER	AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU
CONTRACT: 130171		
REF. CPO:		
VENDOR: GENUINE PARTS CO CORP		SHIP TO: CW
TEL #: 630-305-8955	NAPA AUTO PARTS	MARK FOR: ALEX GEORGIDU
TERMS: NET 30	700 ENTERPRISE CT	SUBJECT
DELIVER BY: 03/14/24	NAPERVILLE, IL 60563-1078	VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	4743220		1	EA	VENDOR MANAGED INVENTORY THE TOLLWAYS ESTIMATED REQUIREMENT FOR VENDOR MANAGED INVENTORY FOR THE PERIOD OF FIVE (5) YEARS TERM 3/15/14 TO 3/14/19 ALL SPECIFICATIONS PER CONTRACT DOCUMENT 13-0171 ***** AS APPROVED BY BOARD RESOLUTION 20201 DATED JANUARY 23, 2014 ***** -----NEED 743973----- *REASON FOR CHANGE ORDER* TRANSFER \$225,000.00 TO FUND 50 CP-NAP1244696594 LOWERING UPPER LIMIT FROM \$15,495,877.84 BY \$225,000.00 TO \$15,270,877.84 ***** * * * * * CONTINUED * * * * *	\$270877.84000	15270877.84

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

JS 6-5-18

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By \_\_\_\_\_ PLEASE SEE SIGNATURE ON LAST PAGE  
AUTHORIZED AGENT



PHONES

FINANCE COPY

ORDER NUMBER

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

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

THIS NUMBER MUST APPEAR ON  
ALL INVOICES, PACKAGES, PACK-  
ING SLIPS AND BILLS OF LADING.

CP-NAP12446963-04

DATE: 03/15/14

PAGE OF

F.O.B.: DELIVERED  
CONTRACT: 130171  
REF. CPO:  
VENDOR  
TEL #: 630-305-8955  
TERMS: NET 30  
DELIVER BY: 03/14/24

CHANGE ORDER  
GENUINE PARTS CO CORP  
NAPA AUTO PARTS  
700 ENTERPRISE CT  
NAPERVILLE, IL 60563-1078

AUTHORITY INVOICE VOUCHER  
TO BE SENT TO YOU  
SHIP TO: CW  
MARK FOR: ALEX GEORGIOU  
SUBJECT  
VENDOR MANAGED INVENTORY

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
						AS APPROVED BY MEMORANDUM DATED 6/30/16 ***** DTT ..... 7/15/16 01-0000-47-43-220		
*	002	4743220		1	EA	VENDOR MANAGED INVENTORY *CHANGE ORDER 02 - REASON FOR CHANGE ORDER - RENEW FOR THE PERIOD OF 03/15/19 THROUGH 03/14/24 AS APPROVED BY BOARD RESOLUTION #21501 DATED MARCH 29, 2018 -----NEED 872077----- MH..... 4/17/18 *CHANGE ORDER 03 - REASON FOR CHANGE - CORRECTED END DATE IN PHEAD SCREEN TO 3/14/24. MH..... 5/07/18 ***** CONTINUED *****	0.00000	20000000.00

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PLEASE SEE SIGNATURE ON LAST PAGE

By \_\_\_\_\_ AUTHORIZED AGENT

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

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

CP-NAP12446963-04

PHONES

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

DATE: 03/15/14

PAGE 01 OF

F.O.B.: DELIVERED	CHANGE ORDER	AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU
CONTRACT: 130171		
REF. CPO:		
VENDOR: GENUINE PARTS CO CORP		SHIP TO: CW
TEL #: 630-305-8955	NAPA AUTO PARTS	MARK FOR: ALEX GEORGIOU
TERMS: NET 30	700 ENTERPRISE CT	SUBJECT: VENDOR MANAGED INVENTORY
DELIVER BY: 03/14/24	NAPERVILLE, IL 60563-1078	

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
						*CHANGE ORDER 04 - REASON FOR CHANGE - TO ADD THE LANGUAGE FOR THE INCREASE OF \$20,000,000.00 TO THE EXISTING UPPER DOLLAR LIMIT OF \$15,270,877.84 FOR A NEW UPPER DOLLAR OF \$35,270,877.84 FOR THE RENEWAL PERIOD OF 3/15/19 THROUGH 3/14/24 AS NOTED IN CHANGE ORDER 03 ABOVE MH.....06/01/18 01-0000-47-43-220		
							TOTAL	\$35270877.84

CHANGED LINES INDICATED BY AN "\*" IN THE CHANGE COLUMN 3

CMS CONTRACT NUMBER: 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 for in the purchasing contract.

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By  *S. Y. 2018*  
AGENT