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## **Informational Items**

July 2017

Requesting Department: Engineering / Fleet Maintenance  
Description: For the Tollway's estimated requirement of Contract 16-0131  
for New Holland Tractor Repair, Parts, and Services for a  
two-year period.  
Awarded to: Martin Implement Sales, Inc.  
Amount: \$73,662.00  
Procurement Method: ISTHA Invitation for Bid

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ORIGINAL

**STATE OF ILLINOIS  
CONTRACT**

Illinois Tollway  
New Holland Tractor Repair Parts and Services  
#16-0131

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

Contractor uses Illinois Procurement Gateway Certifications and Disclosures?

- Yes (IPG Certifications and Disclosures including FORMS B)  
 No (Bidder must submit FORMS A)

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

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

STATE OF ILLINOIS

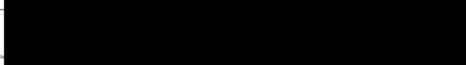
CONTRACT

Illinois Tollway


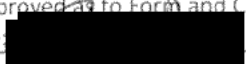

New Holland Tractor Repair Parts and Services

#16-0131

VENDOR

Vendor Name: Click here to enter text. <b>MARTIN IMPLEMENT SALES INC.</b>	Address: Click here to enter text. <b>18405 115TH AVE. ORLAND PARK IL 60467</b>
Signature: 	Phone: Click here to enter text. <b>(708) 349-8430</b>
Printed Name: Click here to enter text. <b>THOMAS NOVAK</b>	Fax: Click here to enter text. <b>(708) 349-4230</b>
Title: Click here to enter text. <b>PRESIDENT</b>	Email: Click here to enter text. <b>sales@martinimplement.com</b>
Date: <b>4/21/2017</b>	

STATE OF ILLINOIS

Procuring Agency: 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: <b>9/15/18</b>
Printed Name: Greg Bedalov	
Official's Title: Executive Director	
Approved as to Form and Constitutionality	
Legal Signature: 	Date: <b>9-25-2017</b>
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Procurement Signature: 	Date: <b>9/10/17</b>
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

TOLLWAY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency Reference # 17-101541 Project Title: New Holland Tractor Repair Parts and Services

Contract # 16-0131 Procurement Method : IFB

IPB Ref. # 22039520 IPB Publication Date: Award Code: A

Subcontractor Utilization?  Yes  No Subcontractor Disclosure?  Yes  No

Funding Source Obligation #

Small Business Set-Aside?  Yes  No

Minority Owned Business?  Yes  No Percentage

Female-Owned Business?  Yes  No Percentage

Persons With Disabilities Owned Business?  Yes  No Percentage

Other Preferences?

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## 1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **GOAL:** The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. The Illinois Tollway is looking for vendors who share that commitment and will help meet that goal.

1.2 **SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Tollway is seeking a vendor to provide repair parts and services for its New Holland Tractors. This contract shall encompass the types of repairs that the Tollway's experienced technicians cannot perform due to workload, uniqueness of the repair, or when Tollway technicians do not have the proper tools or electrical diagnostic equipment.

The awarded vendor shall provide full line repair parts and services to Tollway owned New Holland tractors. All work shall require an estimate prior to a repair being performed. The estimate shall be provided at no charge to the Tollway within forty-eight (48) hours of inspecting the unit (except as noted in Section 1.3). The Vendor shall receive written approval from the Tollway's Fleet Manager (or authorized designee) prior to any repairs being performed (e-mail approval shall be sufficient). Should additional unforeseen repairs arise related to the initial repair, the Vendor shall contact the Fleet Manager and provide an updated estimate and receive the Tollway's approval prior to performing any additional repairs. Upon completion of the repairs, the unit shall be released to the Illinois Tollway. Under no circumstances shall the Illinois Tollway's New Holland tractor equipment be held at a repair center while awaiting payment.

### Third-Party Repair Services

In instances where the New Holland tractor equipment components require servicing from a third-party for a portion of the repairs, the Tollway shall allow for a Third-Party Repair Administrative Fee. The Vendor shall verify that the repair sent to the Third-Party was accurately performed prior to returning the unit to the Tollway. For this service, the Tollway will allow the Vendor to invoice the Tollway for the cost of the Third-Party repairs with an Administrative Fee of up to 10% (reference Pricing Section Line 3) for said work or materials only. The Third-Party invoice (or copy) shall be provided to the Tollway along with the Vendor's invoice.

New Holland Mowing Equipment Models Currently in Operation at the Tollway:

- TC29
- T435
- T475
- 3040
- 4630

1.2.1 Quantities: It shall be expressly understood by the bidder that the estimated bid quantities specified in the contract documents are for the purpose of determining the lowest bid and to establish unit prices. The Tollway may, over the term of the Contract, place orders for more or fewer than the estimated quantities stated. The Tollway does not guarantee that any minimum number of quantities shall be ordered from the Vendor. Materials furnished under this contract shall be delivered in multiple deliveries as determined by the needs of the Illinois Tollway. The estimated quantities of this contract shall be based on a period of two (2) years; prices shall

remain firm for the term of the contract. The decision to pre-order and hold any inventory rests solely with the Vendor.

- 1.2.2 Hourly Rates (Table-1): The awarded contract shall be a time and materials contract. Rates begin at the time the Vendor arrives at the Illinois Tollway's work-site and ends when the Vendor departs from the Illinois Tollway's work-site. There shall be no overtime rates charged.
- 1.2.3 Catalog Line Items (Table 2): The percent discount bid in Table 2, Catalog Pricing, shall remain in effect for the entire term of the contract and any subsequent renewals. The successful bidder shall supply the Tollway with two (2) Manufacturer's Parts Price Lists within seven (7) business days after the notification of award. Copies shall be current and effective as of the contract start date. In the event the catalog is not available in paper format, the Vendor may provide this information in CD-ROM form compatible with any current Windows platform or a website accessible by Tollway personnel. During the initial term of the Contract and any subsequent renewals, the Tollway shall accept supplements to the manufacturer's list price catalog. It shall remain the sole responsibility of the Vendor to provide price supplements to the Tollway. These prices shall be effective as of the date the price supplements are received by the Tollway's Purchasing Department and shall be applied only to subsequent orders placed by the Tollway and not to pending orders already placed but not received by the Tollway. The awarded Vendor shall provide proof of their cost for any necessary parts, upon request of the Tollway. Price supplements shall be sent to:

Illinois Tollway  
Attn: Procurement Department / Contract Administrator  
2700 Ogden Avenue  
Downers Grove, Illinois 60515

- 1.2.4 Standards of Performance: The Vendor shall perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with that degree of skill, care and diligence normally exercised by an experienced vendor performing work in projects of a scope and magnitude comparable to this project. The Vendor shall use reasonable efforts to assure timely and satisfactory completion of the work. The Vendor shall at all times act in the best interest of the Tollway. The Vendor shall perform or cause to be performed, all work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Tollway. The Vendor's employees shall follow all New Holland and industry safe repair practices. The Vendor shall supply all manpower, tools, replacement parts, materials and supplies when facilitating a repair. The Tollway may elect to provide a portion of the replacement parts in lieu of purchasing them through this contract.
- 1.2.5 Safety: The Vendor and its suppliers shall perform the services in a safe and responsible manner. In the performance of scope of work, the vendor shall shield all interior areas near the work area as required to protect Tollway personnel and property. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements of the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.

1.2.6 Protection of Property: The Vendor shall conduct the work so as not to interfere with or hinder the daily activity within or around the designated work area that is established by the Tollway. If in the event, any damages (replacement, repairs) to existing property occur, the Vendor and/or its subcontractor is solely responsible for any expenses. Any scope of work that could impact personnel and/or property shall be scheduled and performed pursuant to the direction of the Tollway. Tollway Maintenance Building hours are 7:00 AM to 3:00 PM. Monday through Friday.

1.2.7 Clean Up: The Vendor shall, during the process of the work, remove and dispose of all materials and debris and keep the work site and adjacent premises in a clean condition satisfactory to the Tollway. Upon completion of work, the Vendor shall remove all materials, tools and machinery and restore the site to the same condition that existed prior to the commencement of its operation.

- 1.3. MILESTONES AND DELIVERABLES:** In the event the Vendor must order replacement parts, the Vendor shall notify the Tollway of the expected delivery of the parts and completion of the repairs. The Vendor is expected to initiate the repairs within 48 hours and complete all repairs as quickly as possible. If the Vendor expects a delay in repairing a unit, the Vendor shall communicate with the Tollway's Fleet Manager immediately.

Vendor shall submit itemized invoices within fifteen (15) days of each delivery to the Tollway. Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532.

- 1.4. VENDOR / STAFF SPECIFICATIONS:** The Vendor shall be an authorized New Holland tractor repair center. The Vendor's staff working on Tollway equipment shall have a minimum of five (5) years of experience in performing the types of repairs outlined in this contract. Certifications shall be supplied to the Tollway upon request.

- 1.5. TRANSPORTATION AND DELIVERY:** The vendor shall perform repairs to the New Holland tractors in their repair shop or travel to any Tollway field location. The Tollway shall work with the vendor to determine the best repair location on a case by case basis.

If the Tollway elects to have the New Holland tractors repaired at the Vendor's repair center, the Tollway shall deliver and pick-up the unit(s) to the vendor's repair center(s). Following is a list of the Tollway Facilities at which repairs may be performed:

Maintenance Building #1 – Alsip  
Tri-State Tollway  
I-294 Milepost 12.0 – Northbound  
Access from NB I-294 to SB Cicero Avenue ramp.  
Access from SB I-294 Cicero to NB I-294 ramp.  
Nearest intersection: Cicero Avenue and I-294  
Address: 12600 S. Cicero, Alsip 60803

Maintenance Building #2 – Hillside  
22<sup>nd</sup> Street & I-294  
I-294 Milepost 29.8 – Northbound  
Access from NB I-294 to building entrance road

Access from SB I-294 to Cermak Road East to NB I-294  
Nearest intersection: Cermak Road and I-294  
No official Postal address

Maintenance Building #3 – Park Ridge

Tri-State Tollway  
I-294 Milepost 41.9 – Northbound  
Access from NB I-294 to building entrance road  
Access from SB I-294 to EB Irving Park road ramp  
Re-enter NB I-294 from Irving Park road to building entrance road  
Nearest Intersection: Touhy and I-94  
No official Postal address

Maintenance Building #4 – Gurnee

Tri-State Tollway  
I-94 Milepost 8.4 – Northbound  
Access from NB I-294 to WB Grand Ave (Rt 132)  
Access from SB I-294 to EB Grand Ave (Rt 132) to NB I-294  
to WB Grand Avenue ramp.  
Nearest Intersection: Grand Ave and I-94  
No official Postal address

Edens Spur Salt Dome - Deerfield

Tri-State Tollway  
I-94 Milepost 24.4 – Northbound  
Access from NB I-294 turn right into Salt Dome  
Access from SB I-294 by passing Salt Dome and continuing to Palatine-Willow Road exit. Milepost 49.5.  
Go East on bridge over I-294 & re-enter I-294 going NB to Salt Dome.  
Nearest Intersection: Lake Cook road and I-294  
No official Postal address

Maintenance Building #5 – Arlington Heights

Northwest Tollway  
I-90 Milepost 68.3 Eastbound  
Access from WB I-90 to SB Rt. 53 (I-290) to EB I-90 ramp.  
Access from EB I-90 to SB Rt. 53 (I-290) ramp.  
Nearest Intersection: I-90 and Rt 53 (I-290)  
No official Postal address

Maintenance Building #6 – Marengo-Hampshire

Northwest Tollway  
I-90 Milepost 41.9 - Northbound  
Access from WB I-90 to Rt. 20  
Access from EB I-90 to Rt. 20  
Nearest Intersection: I-90 and Rt. 20  
Address: 19 N. 559 Rt. 20, Hampshire 60140

Maintenance Building #7 – Rockford

Northwest Tollway  
I-90 Milepost 15.4 – Northbound  
Access from WB I-90 to Business Rt. 20  
Access from EB I-90 to Bypass Rt. 20



Nearest Intersection: I-90 and Rt. 20  
Address: 7910 E. State, Rockford 61108

Maintenance Building #8 – Naperville

East-West Tollway  
I-88 Milepost 127.6 – Westbound  
Access from WB I-88 to Naperville Road ramp.  
Access from EB I-88 to Naperville Road ramp, North on  
Naperville Road to entry ramp for I-88.  
Nearest Intersection: I-88 and Naperville Road  
Address: 4 S. 500 Naper Blvd., Naperville 60563

Maintenance Building #11 – DeKalb

East-West Tollway  
I-88 Milepost 91.5 – Westbound  
Access from WB I-88 to Annie Glidden Road ramp  
Access from EB I-88 to Annie Glidden Road ramp  
Nearest Intersections: I-88 and Annie Glidden Road  
Address: 107 W. Fairview Drive, DeKalb 60115

Route 47 Salt Dome – Elburn

East-West Tollway  
I-88 Milepost 109.3 – Westbound  
Access from WB I-88 by going West past the dome to Peach Rd (Milepost 109.8). Exit and Re-enter I-88  
Eastbound. Exit Route 47 ramp and cross bridge over I-88 and then come back down the Route 47 to  
westbound I-88 ramp to the Salt Dome entrance.  
Access from EB I-88 by exiting at Route 47 ramp, cross bridge over I-88, & come back down the Route 47  
to WB I-88 Ramp to entrance.  
Nearest Intersection: Route 47 and I-88  
No official Postal address

Maintenance Building #12 – Dixon

East-West Tollway  
I-88 Milepost 54.4 – Westbound  
Access from WB I-88 to Route 26 ramp  
Access from EB I-88 to Route 26 ramp  
Nearest Intersection: I-88 and Route 26  
Address: 1636 IL RT 26, Dixon 61021

Route 251 – Salt Dome - Rochelle

East-West Tollway  
I-88 Milepost 76.1 – Westbound  
Access from WB I-88 by exiting at the Route 251 ramp. Cross Rt 251 to the I-88 WB on ramp. Entrance  
is at the end of the on ramp. *Alternate: WB I-88 to Sugar Grove exit Route 56. West on Rt 56 to Rt 47  
North ramp. Dome is on the ramp.* Access from EB I-88 by exiting at the Route 251 ramp, go North  
under I-88 & onto the ramp for WB I-88. Entrance is at the end of the ramp.  
Nearest Intersection: Route 251 and I-88  
No official Postal address

Maintenance Building #14 – Downers Grove

North-South Tollway  
I-355 Milepost 21.2 – Northbound  
Access from NB I-355 to building entrance.  
Access from SB I-355 to EB Rt 56 (Butterfield Road) to SB Finley Road to building entrance.  
Nearest Intersection: I-355 and Rt 56 (Butterfield Road)  
Address: 3450 So. Finley, Downers Grove 60515

Maintenance Building #14 Annex – Lockport

North-South Tollway  
I-355 Milepost 3.2 – Northbound  
Access from NB I-355 to building entrance on right immediately after Toll plaza  
Access from north, exit Rt. 6 EB, reenter Tollway Northbound to building access  
Nearest Intersection: I-355 and Rt 6.  
No official Postal address

Maintenance Building #16 – Elk Grove Village

I-390 and Biesterfield Rd. (IDOT facility)  
Access from NB and SB Rt. 53/I-290 exit at Biesterfield Road East  
Nearest Intersection: Biesterfield Rd and Martha St.  
Address: 1101 Biesterfield Rd., Elk grove Village, 60007

**1.6. SUBCONTRACTING**

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

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

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Click here to enter text N/A  
Amount to Be Paid: Click here to enter text N/A  
Address: Click here to enter text N/A  
Description of Work: Click here to enter text N/A
- Subcontractor Name: Click here to enter text N/A

Amount to Be Paid: Click here to enter text N/A

Address: Click here to enter text N/A

Description of Work: Click here to enter text N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.
- 1.6.4. 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 to the State a completed Forms B for the subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is 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 this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).
- 1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

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

- Location where services will may be performed: Click here to enter text ORLAND PARK, IL \$45,250.00
- Location where services will may be performed: Click here to enter text SOUTH ELGOW, IL \$28,412.00
- Location where services will may be performed: Click here to enter text N/A
- Location where services will may be performed: Click here to enter text N/A
- Location where services will may be performed: Click here to enter text N/A
- Location where services will may be performed: Click here to enter text N/A

**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: The Tollway is providing the vendor information in the tables below for the purpose of determining a low bidder and establishing unit pricing for labor and materials. Bidders are required to bid on all lines, in all three (3) tables to be considered responsive. Bids that provide an alternate pricing structure will be found nonresponsive. The estimated quantities of this contract shall be based on a period of two (2) years; prices shall remain firm for the term of the contract.

**Table 1 New Holland Tractor Repair Hourly Rates**

As the Tollway does not know the potential bidder's labor rate or parts discount rate, nor the number of repairs to be performed under this contract; the estimated quantities in all tables are to provide the Tollway dollar values used to establish an upper limit for the contract.

Line	Description	Estimated Quantities	Hourly Rate	Bid Amount (Estimated Quantities x Hourly Rate)
1	Repair cost per hour in Shop repairs	110 hours	\$ 140.00	\$ 15,400.00
2	Repair cost per hour in Field repairs	80 hours	\$ 158.00	\$ 12,640.00
<b>Total Table 1: Line 1 through Line 2:</b>				<b>\$ 28,040.00</b>

**Table 2 Percent Discount - New Holland Tractor Replacement Parts**

Please Refer to Section 1.2.3 for Details

Line	Description	Estimated Usage	Percent Discount from the Manufacturer's List Price	Dollar Amount of Percent Discount (Estimated Dollar Amount x Percent Discount)	Extension (Estimated Usage - Dollar Amount of Percent Discount)
3	New Holland Tractor OEM Repair Parts	\$25,000.00	0 %	\$ 0	\$ 25,000.00
Line	Description	Estimated Usage	Administrative Fee (Percentage Amount)	Dollar Amount of Administrative Fee (Estimated Usage x Administrative Fee)	Extension (Estimated Usage + Dollar Amount of Administrative Fee)
4	Third Party Repair Administration Fee per Occurrence	\$1,000.00	10 %	\$ 100.00	\$ 1100.00
<b>Total Table 2: Lines 3 and Line 4</b>					<b>\$ 26,100.00</b>

**Table 3 Travel Costs**

Bidders shall provide the total travel costs to perform repairs to all Tollway facilities noted in Table 3. The bidders shall be paid travels cost for each trip as approved by the Tollway. Travel costs shall not be paid for repairs that have failed and the bidder is performing work under warranty as noted herein. The bidder shall provide a cost for each location noted in Table 3 to be considered responsive. Bidder shall note in the Table below the name and address of the facility that will be performing the repairs for each site.

Line	Tollway Site Location	Vendor's Location Name and Address	Estimated Number of Trips to Each Site	Total Travel Cost per Location	Extension (Number of Trips x Travel Cost)
5	Maintenance Building #1 – Alsip	ORLAND PARK	2	\$ 340.00	\$ 680.00
6	Maintenance Building #2 – Hillside	ORLAND PARK	2	\$ 525.00	\$ 1050.00
7	Maintenance Building #3 – Park Ridge	SOUTH ELGIN	2	\$ 594.00	\$ 1188.00
8	Maintenance Building #4 – Gurnee	SOUTH ELGIN	2	\$ 771.00	\$ 1542.00
9	Edens Spur Salt Dome - Deerfield	SOUTH ELGIN	2	\$ 597.00	\$ 1194.00
10	Maintenance Building #5 – Arlington Heights	SOUTH ELGIN	2	\$ 415.00	\$ 830.00
11	Maintenance Building #6 – Marengo-Hampshire	SOUTH ELGIN	2	\$ 391.00	\$ 782.00
12	Maintenance Building #7 – Rockford	SOUTH ELGIN	2	\$ 960.00	\$ 1920.00
13	Maintenance Building #8 – Naperville	ORLAND PARK	2	\$ 497.00	\$ 994.00
14	Maintenance Building #11 – DeKalb	SOUTH ELGIN	2	\$ 801.00	\$ 1602.00
15	Route 47 Salt Dome – Elburn	SOUTH ELGIN	2	\$ 388.00	\$ 776.00
16	Maintenance Building #12 – Dixon	SOUTH ELGIN	2	\$ 994.00	\$ 1988.00
17	Route 251 – Salt Dome - Rochelle	SOUTH ELGIN	2	\$ 897.00	\$ 1794.00
18	Maintenance Building #14 – Downers Grove	ORLAND PARK	4	\$ 492.00	\$ 1968.00
19	Maintenance Building #14 Annex – Lockport	ORLAND PARK	2	\$ 219.00	\$ 438.00
20	Maintenance Building #16 – Elk Grove Village	SOUTH ELGIN	2	\$ 388.00	\$ 776.00
<b>Total Table 3: Lines 5 through 20</b>					<b>\$ 19,522.00</b>

Table 1 Total:	\$ 28,040.00
Table 2 Total:	\$ 26,100.00
Table 3 Total:	\$ 19,522.00
Grand Total Bid:	\$ 73,662.00

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

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

2.4 **DISCOUNT:** The State may receive a Click here to enter text % discount for payment within Click here to enter text days of receipt of correct invoice. This discount will not be a factor in making the award. <sup>N/A</sup> <sup>N/A</sup>

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: Click here to enter text \$ 73,662.00

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 The percent discount bid in Table, 2, Catalog Pricing, shall remain in effect for the entire term of the contract and any subsequent renewals. The Vendor is required to notify the Tollway in writing of any newly-issued manufacturer's price list(s) that are released during the term of the contract or any subsequent renewals. Upon acceptance by the Tollway of the new price list(s) for the initial or renewal term(s), the original quoted percent discounts from Table 2, Catalog Pricing, shall then be applied to the new price list(s).

2.5.2.2 Vendor's Price for Renewal(s): The Labor and Travel rates established in Tables 1 and 3 shall remain firm for the initial term of the contract. The vendor may request an increase for the rates in Table 1 and 3 in any subsequent renewals.

Illinois Tollway's Formula for Determining Renewal Compensation for tables 1 and 3 : Hourly rates for repair of New Holland tractors and travel time during the renewal term shall be based on the Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W), not seasonally adjusted, Series ID: CWURO000SETD. The Price Index shall be the specified Index as published by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). The 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. Hourly 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 Hourly 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. .

Vendor's Price for Renewal(s): Refer to Sections 2.5.2.1 and 2.5.2.2 above.

*A.G.C 8/31/12*

2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$ 88,394.40 without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

Vendor's Price for Renewal(s): Refer to Sections 2.5.2.1 and 2.5.2.2 above.

J.N. 8/31/17  
A.G. 8/31/17

- 2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$ 88,394.40 without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.



JN. 8/31/17  
RJC 8/31/17

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of 10/01/17 to 09/30/19. 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 except when permitted pursuant to 30 ILCS 500/20-80.

### 3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all 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 two (2) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

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

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

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

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

**4. STANDARD BUSINESS TERMS AND CONDITIONS**

**4.1 PAYMENT TERMS AND CONDITIONS:**

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

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

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

Send invoices to:

Agency:	Illinois Tollway
Attn:	Procurement
Address:	P.O. Box 3094
City, State Zip	Lisle, Illinois 60532-8094

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

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

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

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

- 4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights,

and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

**4.10 INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Tollway Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

**4.11 INSURANCE:** The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained and documentation submitted to the Tollway for acceptance. All coverages must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Worker's Compensation insurance as required by the State of Illinois and include Employers Liability.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate .
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of not less than \$500,000 per occurrence.

The Illinois State Toll Highway Authority including all appointed officials and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.

All deductibles or self-insured retentions must be declared and recognized by the Authority. Proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the Authority. Any failure by the Authority to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

**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 immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

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

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

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

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](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 this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.20 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 this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 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) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.



**4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**

- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

**4.26 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. STATE SUPPLEMENTAL PROVISIONS**

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

**5.1 TOLLWAY SUPPLEMENTAL PROVISIONS:**

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

**5.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:**

5.2.1 Order of Precedence:

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

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

5.2.2 Agents and Employees:

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

5.2.3 Publicity:

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

5.2.4 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.

5.2.5 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.

5.2.6 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.

#### 5.2.7 Vendor's Termination Duties:

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

- 5.2.7.1 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;
- 5.2.7.2 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;
- 5.2.7.3 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;
- 5.2.7.4 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;
- 5.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

#### 5.2.8. Inspector General:

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

### 5.3 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.

### 5.4 VENUE AND ILLINOIS LAW:

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

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

5.4.2 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.

5.4.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.5 and 4.29 concerns the Tollway being an appropriated agency, it does not apply.

5.4.4. The invoice submission deadline included in the second sentence of above paragraph 4.1.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is stricken. However, the remainder of the paragraph remains in effect.

**5.5 REPORT OF A CHANGE IN CIRCUMSTANCES:**

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

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

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

**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: Click here to enter text.

Business Name: Click here to enter text. *MARTIN IMPLEMENT SALES, INC.*

Taxpayer Identification Number:

Social Security Number: Click here to enter text. 

or

Employer Identification Number: Click here to enter text.

Legal Status (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<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"/> P = partnership   |

Signature of Authorized Representative: 

Date: Click here to enter a date. *4/21/2017*

# THA - Toll Highway Authority

P.O. Date: 8/30/2019

4100106692

## Purchase Order

Purchase Order Number  
**19-557THA-ENGP-P-12070**

Master Contract? N  
Contract/Ob #:

**VENDOR**

Vendor Number: V00006462  
Martin Implement Sales

18405 115th Avenue  
Orland Park, IL 60467  
rentals@martinimplement.com  
(708) 349-8430

**SHIP TO**

Ship To - CA  
2700 Ogden Avenue  
Central Administration  
Downers Grove, IL 60515  
US  
Email:  
(630) 241-6800

**BILL TO**

Contract Administrator  
PO Box 3094  
Lisle, IL 60532-8094  
US  
Email: ProInvoices@getipass.com  
(630) 241-6800

**VENDOR INSTRUCTIONS:**  
**PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES**

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

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

Shipping Method: Shipping Terms: Solicitation (Bid) No.: N/A Contract Begin Date: 10/01/2017					Contract End Date: 09/30/2021					Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 0			
Item # 1 Class-Item 929-85  Initial Term 10/01/2017 - 09/30/2019													
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost					
1.00	\$ 73,662.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 73,662.00					
Item # 2 Class-Item 929-85  Renewal Term 10/01/2019 - 09/30/2021.													
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost					
1.00	\$ 70,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 70,000.00					

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

OFFICIAL SIGNATURES:

Vendor Name: \_\_\_\_\_  
Vendor Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED

By: Anthony Catezone  
Phone#: (630) 241 6800  
BUYER

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

Illinois State Toll  
Highway Authority

Official Signature: \_\_\_\_\_

Printed Name: José R. Alvarez  
Title: Executive Director

Designee Signature: \_\_\_\_\_

Printed Name: John Donato  
Title: Chief of Procurement

Date: 9/24/19

Legal Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fiscal Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR STATE OF ILLINOIS USE ONLY:

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



# THA - Toll Highway Authority

Internal Number: 1...

## Vendor Change Order #1

Purchase Order Number  
19-557THA-ENGP-P-12070

**VENDOR**  
Vendor Number: V00006462  
Martin Implement Sales  
18405 115th Avenue  
Orland Park, IL 60467  
rentals@martinimplement.com  
(708) 349-8430

**SHIP TO**  
  
  
  
  
  
  
  
  
  
**BILL TO**

**VENDOR INSTRUCTIONS:**  
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:  
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**PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES**  
-Please see specific requirements provided by the purchasing entity.

Shipping Method: Shipping Terms: Solicitation (Bid) No.: N/A Contract Begin Date: 10/01/2017	Contract End Date: 09/30/2021	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 0
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PO Administrative Changes: (see Change Order tab for additional detail)  
 Custom Field: Custom Field changed from "09/30/2019" to "09/30/2021"  
 Custom Field: Custom Field changed from "" to "0"  
 Custom Field: Custom Field changed from "09/30/2019" to "09/30/2021"  
 Custom Field: Custom Field changed from "73662.00" to "143662.00"  
 Short Description changed from "Renewal/New Holland Tractor Repair" to "New Holland Tractor Repair"

TAX: \$ 0.00  
 FREIGHT: \$ 0.00  
 TOTAL: \$ 70,000.00

APPROVED

By: Anthony Catezone  
 Phone#: (630) 241-6800

BUYER