

RESOLUTION NO. 21292

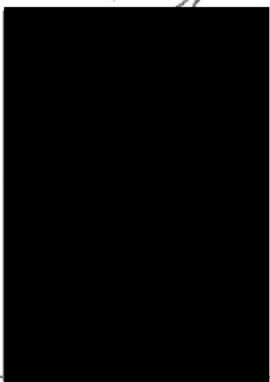
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Freightliner Truck Repair Parts and Services. Pursuant to the Tollway's Invitation for Bid No. 16-0150, the Tollway has determined that Patson, Inc. (d.b.a. TransChicago Truck Group) is the lowest responsive and responsible bidder for Freightliner Truck Repair Parts and Services for an upper limit of compensation not to exceed \$209,640.00.

Resolution

The bid from Patson, Inc. (d.b.a. TransChicago Truck Group) for the purchase of Freightliner Truck Repair Parts and Services is accepted. Contract No. 16-0150 is approved in an amount not to exceed \$209,640.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Freightliner Truck Repair Parts and Services

#16-0150

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


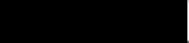
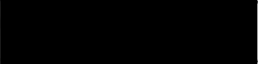
Freightliner Truck Repair Parts and Services

#16-0150

VENDOR

Vendor Name: Click here to enter text. PATSON, INC. DBA TRANSCHICAGO TRUCK	Address: Click here to enter text. 776 N YORK RD ELM HURST IL, 60126
Signature: 	Phone: Click here to enter text. 630-592-4654
Printed Name: Click here to enter text. ALBERT VAISVLA	Fax: Click here to enter text. —
Title: Click here to enter text.	Email: Click here to enter text. avaisvila@transchicago.com
Date: 5/16/17	

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: 7/2/17
Printed Name: Greg Bedalov	
Official's Title: Executive Director	
Approved as to Form and Constitutionality	
Legal Signature: 	Date: 7-19-17
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Procurement Signature: 	Date: 7/24/2017
Procurement Printed Name: John Donato <i>Roger Nordorf</i>	
Procurement's Title: <i>Deputy</i> Chief of Procurement	

TOLLWAY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency Reference # 17-101527	Project Title	Freightliner Truck Repair Parts and Services
Contract # 16-0150	Procurement Method:	IFB
IPB Ref. # 22040525	IPB Publication Date:	Award Code: A
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	
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. **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 vendors to provide authorized Freightliner Original Equipment Manufacturer (OEM) truck repair parts and services.

The Illinois Tollway currently operates approximately 50 medium- and heavy-duty Freightliner trucks. The Tollway performs the majority of the repairs to these trucks in-house and will continue to process them in-house when feasible. This contract shall provide ancillary sources for Freightliner truck repairs. The types of repairs under this contract shall be those that the Tollway's experienced technicians cannot perform due to workload, uniqueness of the repair, or if Freightliner warranty participation is expected. Since this contract is reactive to unexpected repairs, it is not possible to determine the number of repairs that shall be performed by the Vendor annually. A reasonable estimate for the total number of repairs is 15 to 20 per year.

The authorized Freightliner OEM repair centers are required to perform repairs on Freightliner trucks that, for various reasons, the Tollway is unable to perform directly. The Freightliner OEM repair center shall be located within the rectangle indicated on the map located in Exhibit 2. A repair estimate shall be provided within twenty four (24) hours of receipt of a Tollway truck. The Freightliner OEM repair centers are expected to initiate repairs within forty-eight (48) hours and expedite repairs to ensure the repairs are completed in a timely manner acceptable to the Tollway.

In instances where the authorized Freightliner warranty repair requires components or the truck to be sent out for a portion of the repairs, the Tollway shall allow for a Third-Party Repair Administrative fee. The Vendor shall verify the repair sent to the Third-Party as being completed accurately prior to returning the vehicle to the Tollway. For this service the Tollway shall allow the Vendor to add an administrative fee of up to 10% to the cost of the Third-Party repair invoice.

The Vendor shall warrant all parts and labor repairs for a period of twelve (12) months. This warranty shall not include repairs required due to damage or negligence by the Tollway.

1.2.1. Repair Estimates and Repair Approval: All work shall require an estimate before a repair is initiated. The estimate shall be provided at no charge to the Tollway. The Vendor shall receive written approval from the Tollway's Fleet Manager (or authorized designee) before any repairs are initiated. Should additional unforeseen repairs arise related to the initial repair, the Vendor shall contact the Fleet Manager and provide an updated estimate and shall receive the Tollway's approval before any repairs continue. Upon completion of the repairs, the truck shall be released to the Illinois Tollway. Under no circumstance shall an Illinois Tollway truck be held at a repair center while awaiting payment. Due to the Tollway's funding source, the Tollway typically pays invoices within thirty (30) days.

1.2.2. Warranty: The Tollway may send units for repair, which are under warranty and on occasion shall require the Tollway to participate in the cost of the warranty repair. The Tollway shall require the Freightliner OEM truck repair center to manage these warranty repairs to ensure the

lowest cost for the Tollway's financial participation. The authorized Freightliner OEM truck repair center shall be capable of performing any required warranty repairs. The Freightliner OEM truck repair centers shall provide factory-trained technicians (refer to Section 1.4) to perform factory-certified warranty repairs.

- 1.2.3. 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.
- 1.2.4. Hourly Rates: The awarded contract shall be a time and materials contract. Regular hourly rates shall include the period from 8:00 a.m. to 5:00 p.m. CDT, Monday through Friday. Emergency hourly rates shall include all other hours not defined above, including overnight, weekend, and holiday hours. Emergency rates shall be invoiced at one and one-half times the hourly rate. 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.
- 1.2.5. Catalog Line Items: The percent discount bid in Line 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. Price supplements shall be sent to:

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

- 1.2.6. Related Performance Standards: All material used shall match existing materials identified above or as found. All equipment, materials, and installation work shall comply with the above specifications, the Illinois Occupational Safety and Health Administration (OSHA) standards and relevant Illinois Building Codes.

1.2.7. 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.

1.3. **MILESTONES AND DELIVERABLES:** From the months of November through April of each year, the Vendor shall give priority to the Tollway for repairs to snow plow trucks. During this timeframe, the Vendor shall provide an estimate within twenty-four (24) hours of receipt of a vehicle and be prepared to commence a repair within forty-eight (48) hours. The Vendor shall work continuously on a repair during normal working hours until the repair is complete. During the months of May through October the Vendor shall provide the estimate within forty-eight (48) hours and the repair commencing within seventy-two (72) hours; unless a repair is deemed an emergency by the Tollway.

1.3.1. Emergencies during the months of May through October shall require the Vendor to provide an estimate within twenty-four (24) hours of receipt of a vehicle and be prepared to commence a repair within forty-eight (48) hours; with the vendor working continuously on a repair during normal working hours until the repair is complete.

1.4. **VENDOR / STAFF SPECIFICATIONS:** The Vendor shall be an authorized Freightliner Original Equipment Manufacturer (OEM) warranty repair center capable of working with the Tollway and Freightliner to complete warranty repairs that include Tollway financial participation. The Vendor's location shall be within the Tollway's regional map (See Exhibit 2 Regional Map). The Vendor's staff shall have a minimum of five (5) years' experience in performing the types of repairs outlined in this contract. The authorized Freightliner OEM truck repair centers shall be capable of performing any required repairs. The Freightliner truck repair center shall have service and repair staff that are factory-trained technicians.

The Vendor shall provide a letter of certification upon request of the Tollway as proof of being an authorized Freightliner (OEM) warranty repair center and a list of Certified Technicians with the Technician's years of experience.

1.5. **TRANSPORTATION AND DELIVERY:** The Illinois Tollway shall deliver to and pick-up all vehicles from the repair centers for estimates or repairs.

1.6. **SUBCONTRACTING**

Subcontractors are allowed.

1.6.1 Will subcontractors be utilized? Yes No

Handwritten: AAC 7/18/17
EP 7/18/17

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.

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.

RAC. 7/18/17

- Location where services will be performed: *776 N York St Elmhurst IL 60126*

Value of services performed at this location: *\$209,640*

*EP
7/18/17*

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

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

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

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

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

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

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

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 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(s). Vendor shall bid on all lines in order to be considered responsive. Failure to bid on all lines shall result in a disqualified bid. 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.
- 2.1.3 The dollar amount (if any) awarded to each successful vendor shall be determined by the number of Freightliner OEM repair centers given an award and the volume of repairs estimated to be performed by each Freightliner OEM repair center, at the discretion of the Tollway. The prices provided by the bidders in the pricing schedules below shall be used to establish unit prices and shall be applied to all repairs performed under this contract. Bidders agree to provide pricing equal to or lower than pricing provided to other governmental agencies or the general public.

Line 1 – Labor Rate per Hour

Line	Description	Estimated Hours	Hourly Rate	Extension (Estimated Hours x Hourly Rate)
1	Labor Rate (per Hour):	800 hours	\$ 141.95	\$ 113,560.00
Total Line 1:				\$ 113,560.00

The Illinois Tollway is also seeking a percent discount from manufacturer’s list price for all items that the Tollway may purchase throughout the contract term. Bidder shall enter the discount from manufacturer’s list price in the pricing table below. Bidder shall determine the amount of discount from the manufacturer’s published list price that they are willing to provide the Tollway. This price shall be applied to all items and parts purchased utilizing this contract. To complete the Pricing Table below the Bidder shall multiply the “Estimated Usage” by “Percent Discount from Manufacturer’s List Price” to obtain the “Dollar Value of Percent Discount from Manufacturer’s List Price.” To obtain the “Extension,” subtract the “Dollar Value of Percent Discount” from the “Estimated Usage.” For example; \$60,000.00 (“Estimated Usage”) x 1% (“Percent Discount”) = \$600.00 (“Dollar Value of Percent Discount”). To obtain the “Extension,” \$60,000.00 (“Estimated Usage”) - \$600.00 (“Dollar Value of Percent Discount”) = \$59,400.00 (“Extension”).

Line 2 – Percent Discounts from Manufacturer’s List Price

Line	Description	Estimated Usage	Percent Discount from Manufacturer’s List Price	Dollar Value of Percent Discount (Estimated Usage x Percent Discount from Manufacturer’s List Price)	Extension (Estimated Usage – Dollar Value of Percent Discount)
2	Freightliner OEM Parts	\$110,000.00	20 %	\$ 22,000.00	\$ 88,000.00
Total Line 2:					\$ 88,000.00

The Illinois Tollway is also seeking to establish an administrative fee for third party repairs that the Tollway may utilize throughout the contract term. Bidder shall enter the Administrative Fee in the pricing table below. Bidder shall determine the amount of Administrative Fee they are willing to provide the Tollway. This fee shall be applied to all third party repairs performed utilizing this contract. To complete the Pricing Table below the Bidder shall multiply the “Estimated Usage” by “Administrative Fee (Percentage Amount)” to obtain the “Dollar Value of Administrative Fee.” To obtain the “Extension,” add the “Dollar Value of Administrative Fee” to the “Estimated Usage.” For example; \$60,000.00 (“Estimated Usage”) x 1% (“Administrative Fee”) = \$600.00 (“Dollar Value of Administrative Fee”). To obtain the “Extension,” \$60,000.00 (“Estimated Usage”) + \$600.00 (“Dollar Value of Administrative Fee”) = \$60,600.00 (“Extension”).

Line 3 – Third Party Repairs

Line	Description	Estimated Usage	Administrative Fee (Percentage Amount)	Dollar Value of Administrative Fee (Estimated Usage x Administrative Fee)	Extension (Estimated Usage + Dollar Value of Administrative Fee)
3	Third Party Repairs	\$8,000.00	1 %	\$ 80.00	\$ 8,080.00
Total Line 3:					\$ 8,080.00

Line 1 – Labor Rate per Hour	\$ 113,560.00
Line 2 – Percent Discounts from Manufacturer’s List Price	\$ 88,000.00
Line 3 – Third Party Repairs	\$ 8080.00
Total Bid:	\$ 209,640.00

- 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 allowed as follows: For instances where the authorized Freightliner truck repair centers require a component or the unit to be sent out for a portion of the repairs, the cost of the Third-Party invoice may be added to the authorized Freightliner truck repair center invoice.
- 2.4 **DISCOUNT:** The State may receive a [Click here to enter text % discount for payment within](#) [Click here to enter text days of receipt of correct invoice](#). This discount will not be a factor in making the award.
- 2.5 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
- 2.5.1 Vendor's Price for the Initial Term: [Click here to enter text](#)
- 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 Renewal Pricing for Catalog Language Line 2: The percent discount bid in Line 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 Line 2, Catalog Pricing, shall then be applied to the new price list(s).
- 2.5.2.2 There will not be any renewal escalation allowed for tables 1 and 3.
- 2.5.2.3 Vendor's Price for Renewal(s): Refer to Section 2.5.2.1 and 2.5.2.2 above.
- 2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$ 251,568.⁰⁰ without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

B.A.C. 7/13/17

aw 7/13/17

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of two (2) years, anticipated as August 1, 2017 to July 31, 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 ten (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.

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

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

3.5 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 Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. 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: 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).

- 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.

EXHIBIT 1

ILLINOIS TOLLWAY REMOTE MAINTENANCE LOCATION ADDRESSES

**ILLINOIS TOLLWAY
EXHIBIT 1
REMOTE MAINTENANCE LOCATION ADDRESSES**

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

No official address; however, mail and UPS finds them at: 127th and Cicero in Alsip, IL 60803

Maintenance Building #2 – Hillside

22nd 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 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

On official address; however, they have used 2800 S. River Road Des Plaines, IL 60018

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 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 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, IL 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, IL 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, IL 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, IL 60115

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, IL 61021

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 S. Finley; Downers Grove, IL 60515

Maintenance Building #16 – Elk Grove Village

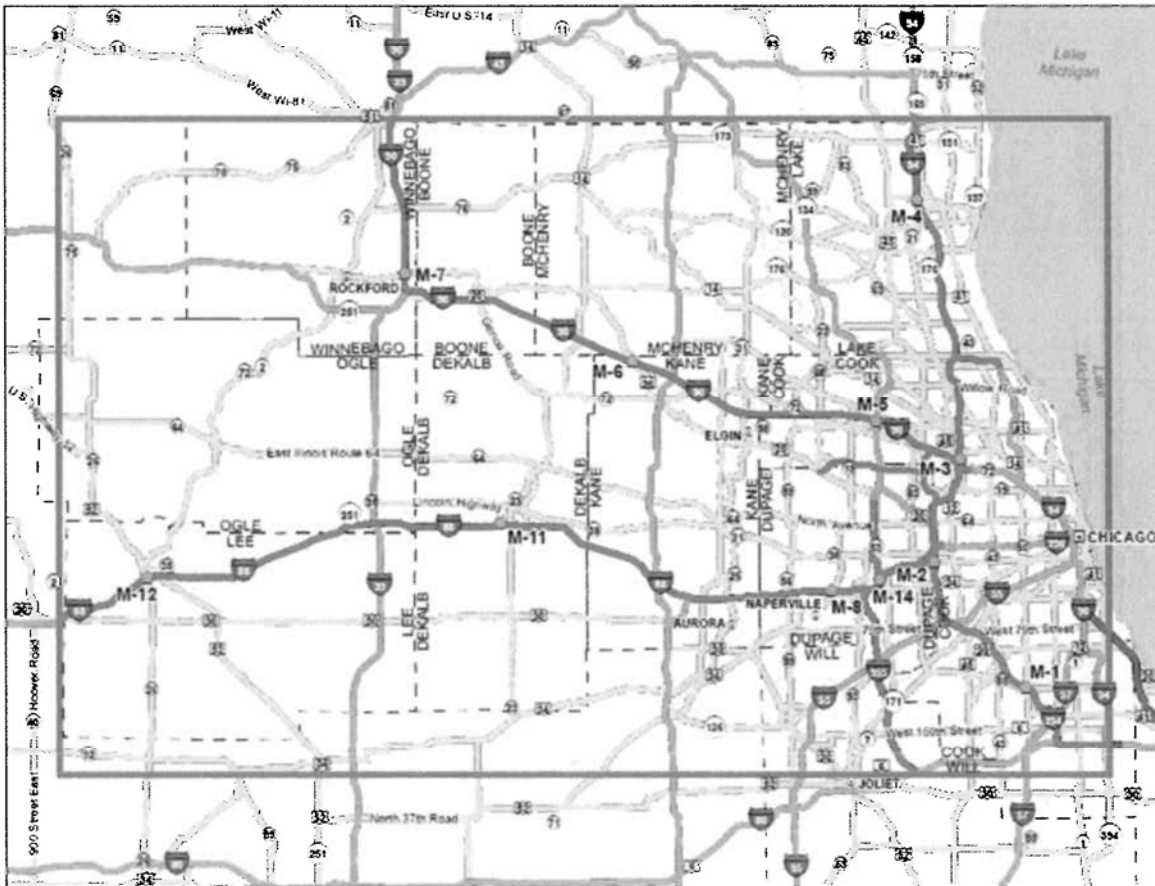
Elgin O'Hare Tollway: I-390

Address: 1101 Biesterfield Rd; Elk Grove Village, IL 60007

EXHIBIT 2

ILLINOIS TOLLWAY REGIONAL MAP

ILLINOIS TOLLWAY
EXHIBIT 2
ILLINOIS TOLLWAY REGIONAL MAP



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040525

Procurement/Contract #: 16-0150

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20081606

IPG Expiration Date: 11/18/2017

2. Certification Timely to this Solicitation or Contract

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 Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since 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. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) 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 an agent 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. Yes No

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. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
		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.

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
CMS/TOLLWAY	PSD DUMP TRUCK MASTER CONTRACT	RENEWED	3,023,575	227888
DEPARTMENT OF CORRECTIONS	TRACTORS	NEW	281,046	228453

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Patson, Inc., dba TransChicago Truck Group
 Street Address: 776 N York Street
 City, State, Zip: Elmhurst, IL 60126

Phone: 630-592-4654

Email: avaisvila@transchicago.com

Vendor Contact: Al Vaisvila

Signature



Date: 5-16-2017

Printed Name: Albert Vaisvila

Title: General Manager

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15695

Patson, Inc

776 N York Rd

Elmhurst IL 60126

Information for this business last updated on:

Friday, June 30, 2017

Certificate produced on Friday, June 30, 2017 at 1:22 PM



**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: Albert Vaisvila

Business Name: Patson, Inc. dba TransChicago Truck Group

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: May 16, 2017

**Illinois Tollway
Contract 16-0150
Freightliner Truck Repair Parts and Services
Bidder Analysis**

Vendor	Line 1/Labor	Line 2/Parts	Line 3/3rd Party Repairs	Total Bid
Patson Inc. DBA Trans Chicago Truck Group	\$113,560.00	\$88,000.00	\$8,080.00	\$209,640.00
*Trans-O-Matic of Des Plaines	\$20,000.00	\$99,000.00	\$8,160.00	\$127,160.00

Recommended for Award

***Vendor/Trans-O-Matic is not an authorized Freightliner Original Equipment Manufacturer (OEM) warranty repair center. Therefore, this vendor will be disqualified per section 1.4 Vendor/Staff Specifications of the IFB.**



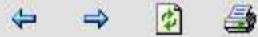
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Patson Inc., dba: TransChicago Truck Group, DBA TransChicago Truck Group

System Vendor Number:
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[Outreach Campaigns](#)
[Search Results »](#)
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[Return to Main Form](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	11/17/2016
STATUS	Accepted
BUSINESS NAME	Patson Inc., dba: TransChicago Truck Group DBA TransChicago Truck Group
POINT OF CONTACT	ERIC PRATHER
FLAG FORM	Add Flag

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A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor only	
2. NAME OF CEO/BUSINESS OWNER	DOUG CAYCE	
3. ANNUAL SALES/GROSS RECEIPTS	251757954	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	08/13/1982	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	ERIC PRATHER	
CONTACT PERSON TITLE	CONTROLLER	
CONTACT PERSON PHONE	630-592-4660	
CONTACT PERSON EMAIL	eprather@transchicago.com	

B. Additional Information

1. HOW DID YOU LEARN
ABOUT THE ILLINOIS
PROCUREMENT GATEWAY?

Chief Procurement Office (CPO)



Additional Information

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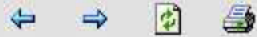
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[Contacts & Owners](#)
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[Reviews](#)
[Certifications](#)
[Site Visits](#)
[Registrations](#)

Patson Inc., dba: TransChicago Truck Group, DBA TransChicago Truck Group

System Vendor Number:
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[Vendors](#)
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[Users](#)
[Outreach Campaigns](#)
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[Reporting »](#)
[Create »](#)
[Tools »](#)
[Settings »](#)
[Help & Support »](#)
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Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	11/17/2016
STATUS	Accepted
BUSINESS NAME	Patson Inc., dba: TransChicago Truck Group DBA TransChicago Truck Group
POINT OF CONTACT	ERIC PRATHER
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? **No**



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 Show only flagged items.

Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	11/17/2016
STATUS	Accepted
BUSINESS NAME	Patson Inc., dba: TransChicago Truck Group DBA TransChicago Truck Group
POINT OF CONTACT	ERIC PRATHER
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	199	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 102148-00 EXP: 11/1/2017	

E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	
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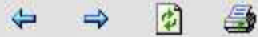
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[Settings »](#)
[Help & Support »](#)
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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	11/17/2016
STATUS	Accepted
BUSINESS NAME	Patson Inc., dba: TransChicago Truck Group DBA TransChicago Truck Group
POINT OF CONTACT	ERIC PRATHER
FLAG FORM	Add Flag

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F. Certifications

1. 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.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE 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 THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING

BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80

Yes

5. 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

Yes

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE 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. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

7. 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. 30 ILCS 500/50-10.5

Yes

8. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

9. 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. 30 ILCS 500/50-12

Yes

10. 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

Yes

11. 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

Yes

12. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

13. VENDOR CERTIFIES THAT IF IT HIRES 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 WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES THAT IT WILL NOT RETAIN 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

Yes

15. 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

Yes

16. 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

Yes

17. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

18. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, 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 PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

N/A

20. 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

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

22. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

23. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

24. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

25. 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, E-11

Yes

26. 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

Yes

27. 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

Yes

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 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 WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS 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.

Yes

30. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR 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)

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

15695

Additional Information

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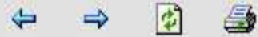
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[Site Visits](#)
[Registrations](#)

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System Vendor Number:
20081606


[Home](#)
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[Search »](#)
[Vendors](#)
[Certified Vendors](#)
[Users](#)
[Outreach Campaigns](#)
[Search Results »](#)
[Reporting »](#)
[Create »](#)
[Tools »](#)
[Settings »](#)
[Help & Support »](#)
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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	11/17/2016
STATUS	Accepted
BUSINESS NAME	Patson Inc., dba: TransChicago Truck Group DBA TransChicago Truck Group
POINT OF CONTACT	ERIC PRATHER
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 70

No business operations to disclose.

Additional Information

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- Reviews
- Certifications
- Site Visits
- Registrations

Patson Inc., dba: TransChicago Truck Group, DBA TransChicago Truck Group

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- [View »](#)
- [Search »](#)
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 - [Certified Vendors](#)
 - [Users](#)
 - [Outreach Campaigns](#)
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- [Reporting »](#)
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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	11/17/2016
STATUS	Accepted
BUSINESS NAME	Patson Inc., dba: TransChicago Truck Group DBA TransChicago Truck Group
POINT OF CONTACT	ERIC PRATHER
FLAG FORM	Add Another Flag

reviewing
 Added by Andrew Shackelford on 11/15/2016 ([Delete](#))

I. Financial Disclosures & Conflicts of Interest

- A. IDENTIFY THE APPLICABLE ENTITY TYPE.
- Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**
-
- B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?
- No
-
- C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST
- Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)**
-
1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?
- Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)**

Document	Status
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List of individuals or entities meeting one or more of the listed thresholds.

Attached by ERIC PRATHER on 11/10/2016

PATSON INC - OWNERSHIP (DOCX, 127.04 KB)

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: 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 BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

No

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE 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?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE 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?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY

WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

[Refresh List](#) after attaching file(s)

[Customer Support](#)

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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-TRA12675921-00

DATE: 08/01/17

O.B.: DELIVERED	CONTRACT PURCHASE ORDER	AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU
CONTRACT: 160150	PATSON INC dba TRANSCHICAGO TRUCK GROUP 776 N YORK ST ELMHURST, IL 60126-1356	SHIP TO: ADM
EF. CPO:		MARK FOR: ADM/MCKINNIS
ENDOR EL.#: 1-630-279-0600		SUBJECT
ERMS: NET 30		FREIGHTLINER TRUCK REPAIR
DELIVER BY: 07/31/19		

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001			1	EA	FREIGHTLINER TRUCK REPAIR THE TOLLWAY'S REQUIREMENT OF FREIGHTLINER TRUCK REPAIR FOR THE PERIOD OF: 08/01/17 THROUGH 07/31/19 ***** AS PER ALL SPECIFICATIONS OF ISTHA CONTRACT NUMBER: 16-0150 ***** AS APPROVED BY BOARD RESOLUTION# 21292 DATE JUNE 22, 2017 -----NEED#835660----- 01-0000-67-43-220	209640.00000	209640.00
						TOTAL		\$209640.00

CMS CONTRACT NUMBER:

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

25-17

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

B [Redacted] 7.24.2017 AUTHORIZED AGENT

THA - Toll Highway Authority

P.O. Date: 3/14/2019

Purchase Order

Purchase Order Number
19-557THA-ENGP-P-7391

Master Contract? N
Contract/Ob # 16-0150

V
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R

Vendor Number: V00003136
Patson Inc., dba: TransChicago Truck Group
776 N. York
Elmhurst, IL 60126
null
null

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See Item Level Address
See Item Level Address
Various, IL 00000
US
Email: Various@Illinois.gov
(000) 000-0000

B
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Contract Administrator
PO Box 3094
Lisle, IL 60532-8094
US
Email:
(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 08/01/2017	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15 Contract End Date 07/31/2021
---	--

Item # 1
Class-Item 928-47
Labor Rate per hour

Quantity	Unit Price	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Freight	Total Cost
800 00	\$ 141 95	EA	0 00 %	\$ 0 00		\$ 0 00	\$ 0 00	\$ 113,560 00

Item # 2
Class-Item 928-86
Freightliner OEM Parts

Quantity	Unit Price	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Freight	Total Cost
1 00	\$ 110,000 00	EA	20 00 %	-\$ 22,000 00		\$ 0 00	\$ 0 00	\$ 88,000 00

Item # 3
 Class-Item 928-87

Third Party Repairs

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 8,080.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 8,080.00

Item # 4
 Class-Item 928-87

Two (2) Year Renewal to increase the dollar limit by \$100,000.00 from \$209,640.00 to 309,640.00.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100,000.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 309,640.00

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: Rutha Redmond

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: Jose R. Alvarez

Title: Executive Director

Designee Signature: 

Printed Name: John Donato

Title: Chief of Procurement

Date: 7/26/19

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-7391
--

V E N D O R	Vendor Number: V00003136 Patson Inc., dba: TransChicago Truck Group 776 N. York Elmhurst, IL 60126 null null
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S H I P T O	
B I L L T O	

VENDOR INSTRUCTIONS:
 PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

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

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

Shipping Method: Shipping Terms: Solicitation (Bid) No : N/A Contract Begin Date: 08/01/2017 Contract End Date: 07/31/2021	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O : 15
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PO Administrative Changes: (see Change Order tab for additional detail) Custom Field: Custom Field changed from "1" to "" Custom Field: Custom Field changed from "2" to "0" Custom Field: Custom Field changed from "2019" to "2017" Custom Field: Custom Field changed from "7/31/2019" to "07/31/2021" Custom Field: Custom Field changed from "Y" to "" Custom Field: Custom Field changed from "8/1/2019" to "" Custom Field: Custom Field changed from "" to "08/01/2017" Custom Field: Custom Field changed from "" to "07/31/2021" Custom Field: Custom Field changed from "209640 00" to "309640 00" Contact Instructions changed from "" to "Anthony Catezone 630/241-6800 Extension 4622" Confidential Flag changed from "No" to "Yes"
--

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 100,000.00

APPROVED

By: Rutha Redmond

Phone#: (630) 241-6800

BUYER