

RESOLUTION NO. 21708

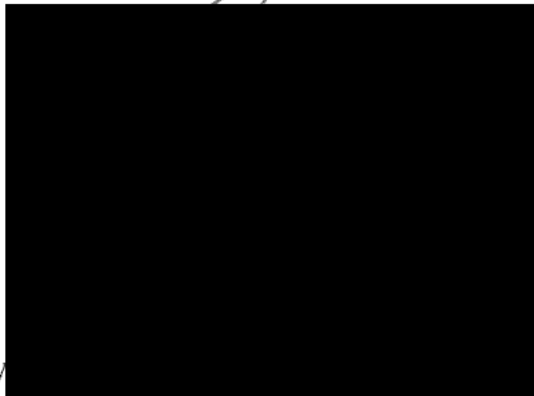
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Medium- and Heavy-Duty Truck Body Shop Repairs, Vehicle Painting, and Replacement Parts. Pursuant to the Tollway's Invitation for Bid No. 17-0018R, the Tollway has determined that Hillside Auto Body & Service, Inc. is the lowest responsive and responsible bidder for Medium- and Heavy-Duty Truck Body Shop Repairs, Vehicle Painting, and Replacement Parts for an upper limit of compensation not to exceed \$152,750.00.

Resolution

The bid from Hillside Auto Body & Service, Inc. for the purchase of Medium- and Heavy-Duty Truck Body Shop Repairs, Vehicle Painting, and Replacement Parts is accepted. Contract No. 17-0018R is approved in an amount not to exceed \$152,750.00. 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

Automotive Body Shop Repairs, Vehicle Painting, and Replacement Parts

#17-0018

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.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract 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)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**
10. **ATTACHMENTS:**
 - Group 1: Automobiles, SUVs, Vans, and Light-Duty Trucks Vendor Questionnaire.... Attachment A
 - Group 2: Medium- and Heavy-Duty Trucks Vendor Questionnaire..... Attachment B

**STATE OF ILLINOIS
CONTRACT**

Illinois Tollway

Automotive Body Shop Repairs, Vehicle Painting, and Replacement Parts

#17-0018

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
Automotive Body Shop Repairs, Vehicle Painting, and Replacement Parts
#17-0018

VENDOR

Vendor Name: Ward Auto Body, Inc.	Address: 9019 W. Grand Ave, River Grove, IL 60171
Signature: [REDACTED]	Phone: 708-453-8800
Printed Name: Randall G. Farina	Fax: 708-453-3053
Title: President	Email: wardauto@sbcglobal.net
Date: 12/27/2017	

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: [REDACTED]	Date: 4/24/18
Printed Name: Elizabeth Gorman	
Official's Title: Executive Director	
Approved as to Form and Constitutionality Legal Signature: [REDACTED]	Date: 4/12/18
Legal Printed Name: Robert Lane Tiffany Schafel	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [REDACTED]	Date: 4/19/18
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature: [REDACTED]	Date: 4/12/18
Legal Printed Name: Elizabeth M.S. Oplawski	
Legal's Title: Acting General Counsel	
Procurement Signature: [REDACTED]	Date: 4/22/18
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 17-104118
- Project Title: Automotive Body Shop Repairs, Vehicle Painting, and Replacement Parts
- Contract #: 17-0018
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- IPB Reference #: 22040287
- IPB Publication Date:
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. The Illinois Tollway is looking for vendors who share that commitment and will help meet that goal.
- 1.2. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Tollway is seeking a vendor to perform Automobile, Sport Utility Vehicle (SUV), Van, and Light-Duty Truck (Group 1) and Medium- and Heavy-Duty Truck (Group 2) full service crash repair and painting services. These repair services shall consist of body and frame repair and painting for all types and sizes of automobiles, SUV's, Vans, Light-, Medium-, and Heavy-Duty Trucks. Services may also include the repair, replacement, adjustment, and/or overhaul of minor and major components such as safety equipment, drivetrain, suspension, steering, electrical, interior and other areas damaged in a collision. Bidders may bid on one or both Groups of vehicles to be considered responsive. Bids shall only be accepted from vendors which have repair/services facilities located within forty miles of the Tollway's Central Shop located at 3460 South Finley Road, in Downers Grove, Illinois 60515, as detailed further in Section 1.5.
- 1.2.1. Services Required: As this contract is reactive to unexpected repairs, it is not possible to determine the absolute number of repairs that will be performed by the vendor annually. The Tollway estimates the total number of repairs for Group 1: Automobiles, SUVs, Vans, and Light-Duty Trucks, to be between 80 and 100 annually. The number of repairs for Group 2: Medium- and Heavy-Duty Trucks is expected to be between 20 and 30 annually.

The Tollway reserves the right to make mechanical repairs to Tollway vehicles at any time. The Tollway and the Vendor shall work together to determine the repairs that shall be performed by the Vendor and the repairs (if any) that shall be performed by the Tollway.

The following are examples (not all inclusive) of the types of vehicles to be repaired in each group:

Group 1 Automobiles, SUVs, Vans, and Light-Duty Trucks:

Ford Fusion
Ford Police Interceptor
Ford Explorer
Ford F-250 Pick-up
Ford F-250 with Utility Body
Ford F-350 Pick-up
Ford E-350 Commercial Van

Dodge Grand Caravan
Chevrolet Impala

Group 2 Medium- and Heavy-Duty Trucks (up to 40' in length, 13' high):

Ford F-350 with 10' Stake Body
Ford F-350 with Dry Van Body
Ford F-450 with Utility Body and Wheel Lift
Navistar 4300 with Flat Bed
Navistar 4400 with Aerial Lift
Navistar 4700 with Utility Body
Navistar 4900 Plow Truck with Dump Body
Navistar 7400 Plow Truck with Dump Body
Freightliner 108S Plow Truck with Dump Body

1.2.2. Table 1:

1.2.2.1 Table 1a: Vehicle Repair Labor Rates per Hour: The awarded contract shall be a time and materials contract. All body repair and painting, mechanical work, and frame repair and straightening work shall be performed at the hourly rates entered in Table 1a and agreed to as part of the contract bid award.

The Vendor shall remove and reinstall all emergency lighting or safety equipment required to make the repairs. The Vendor may be required to replace damaged emergency lighting or safety equipment if requested by the Tollway. All emergency lighting wiring and wire connections shall be approved by the Tollway.

1.2.2.2 Table 1b: Vehicle Repair Paint and Materials (Rates Per Hour): All paint and materials used in repairs shall be invoiced at a paint and materials per hour basis, per the automotive industry standard. The Vendor shall use paint compatible with the manufacturer's original finish and Original Equipment Manufacturer's (OEM) repair and repainting processes, where applicable. These services shall include, but are not limited to, prime, paint, and clear coat. Paint quality shall be equal to the original equipment manufacturer. The Tollway shall approve all finishes before processing payment to the Vendor. If the paint quality is not acceptable by the Tollway, the Vendor shall refinish the affected area immediately.

The Tollway shall be responsible for the replacement of non-factory graphics, striping, stenciling, such as State Police banners and Tollway vehicle decals.

1.2.3. Repair Parts (Tables 2 and 3):

1.2.3.1 Table 2: New OEM/Aftermarket Parts: When performing repairs, the Vendor shall use new parts which meet or exceed OEM standards. The use of new, remanufactured, aftermarket, or used parts shall be at the Tollway's discretion. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM performance and warranty standards. The Tollway reserves the right to provide new or used replacement parts to the vendor for use in repairing Tollway vehicles. The Tollway's contracted vendor for automotive glass replacement shall be used at the Tollway's discretion.

At the request of the Tollway, damaged parts which are replaced by the Vendor shall be kept for a minimum of fourteen (14) days for the purposes of inspection by the Tollway. If disposal prior to the fourteen (14) day period is desired, the Vendor shall contact the Tollway and request approval in writing for early disposal.

1.2.3.2 Table 3: Used Automotive Replacement Parts: When performing repairs, the Vendor may utilize LKQ Corporation's used parts at the Tollway's discretion. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM performance and warranty standards.

1.2.4. Table 4: Administrative Fee: In instances where the repair requires components or the vehicle to be sent to a third-party repair center 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 was properly repaired prior to returning the unit to the Tollway. For this service, the Tollway shall allow the Vendor to invoice the Tollway for the cost of the Third-Party repairs with an Administrative Fee not to exceed 10% (reference Pricing Section Tables 4) for said work only. The Third-Party invoice (or copy) shall be provided to the Tollway with the Vendors' invoice. The use of a third-party to perform work or repairs shall be approved by the Tollway prior to each occurrence.

1.2.5. Repair Estimates and Repair Approval: All work shall require an estimate prior to a repair being performed, at no additional cost to the Tollway. If requested by the Tollway, the Vendor shall work directly with the Tollway's contracted professional appraisal service provider to develop an estimate and the Tollway shall be responsible for payment of any charges to the Tollway's professional appraisal service. The bidder's estimate shall include both labor and parts estimates and shall be provided via e-mail to the Tollway's Fleet Manager within 48 hours of receipt of the vehicle, along with a minimum of two (2) digital photos showing the vehicle damage. If the 48 hour requirement is unable to be met, the Tollway's Fleet Manager shall be contacted at 630-241-6800 extension

3919, for approval of a time extension. An appropriate e-mail address shall be supplied to the awarded vendor.

The Vendor shall provide a detailed quote of all visible and routine repairs typical for the type of damage that requires repair. This written price quote shall be clear and legible and include the following: Tollway vehicle asset number, VIN, call number, start and estimated completion dates, labor hours, price per hour (contract price), and an itemized listing of replacement parts required to repair the vehicle. The quote shall provide the labor, material and parts pricing as outlined in Pricing Section 2.

No additional charges such as miscellaneous shop fees, environmental fees, disposal fees, etc., shall be billed to the Tollway. The Vendor shall receive written approval (in form of an e-mail) from the Tollway's Fleet Manager (or authorized designee) before any repairs are performed. Should additional unforeseen repairs arise related to the initial repair, the Vendor shall contact the Fleet Manager and provide an updated quote and receive the Tollway's written approval before any repairs continue. Immediately upon completion of the repairs, the vehicle shall be released to the Illinois Tollway. Under no circumstances shall an Illinois Tollway vehicle be held at a repair center while awaiting payment.

The Vendor shall follow the Inter-Industry Conference on Automotive Collision Repair (I-CAR- <https://www.i-car.com/>) repair procedures.

- 1.2.6. Warranty: Vendor shall offer a minimum warranty period of 12 months, 100% coverage, on parts and labor.

All painting shall be warranted against fading, peeling, or rusting for a period of two (2) years from the date of acceptance of the work by the Tollway (regardless of the contract status).

- 1.2.7. Insurance: In addition to the provisions set forth in Section 4.11 of this document, the Vendor shall provide the following coverages:

Garage Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.

Garage Liability Insurance: \$1,000,000 each occurrence and in the aggregate for the legal liability of franchised and non-franchised automobile, truck, truck-tractor, motorcycle, recreational vehicle, and trailer dealers for claims of bodily injury (BI) and property damage (PD) arising out of business operations.

1.2.8. 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. Services 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 five (5) 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.

1.2.9. Standards of Performance: The Vendor shall perform, or cause to be performed, all work required of it under the terms and conditions of the Contract with that degree of skill, care, and diligence normally exercised by an experienced vendor performing work in projects of a scope and magnitude comparable to this project. The Vendor shall use reasonable efforts to assure timely and satisfactory completion of the work. The Vendor shall at all times act in the best interest of the Tollway. The Vendor shall perform or cause to be performed, all work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Tollway.

The Vendor shall take every reasonable precaution to protect Tollway vehicles while in its possession. If the Vendor causes damage to Tollway vehicle, Vendor shall report it to the Tollway Fleet Manager immediately. The Vendor shall be responsible for any repairs for damage incurred while in possession of a Tollway vehicle. These repairs shall meet all standards established within this document.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.3. **MILESTONES AND DELIVERABLES:** Due to the critical nature of the work performed by Tollway vehicles, the repair center(s) shall place a high priority on completing the repairs to Tollway vehicles quickly and efficiently. The repair center(s) shall initiate repairs within 48 hours of acceptance of the repair quotation by the Tollway and work shall continue without interruption to ensure the repairs are completed in a timely manner acceptable to the Tollway. If the vendor expects a delay in repairing a vehicle for any reason, the vendor shall communicate with the Tollway's Fleet Manager immediately. Vendor shall submit itemized invoices within fifteen (15) days of each delivery to the Tollway. Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532.

- 1.4. VENDOR / STAFF SPECIFICATIONS:** The Vendor shall have experience performing the repairs outlined in this contract for a minimum of eight (8) years, and upon request of the Tollway shall provide proof thereof. Vendor shall provide a minimum of two (2) current letters of endorsement from major automobile or truck collision insurance companies on insurance company letterhead stating Vendor is endorsed or recommended to perform such repairs, at time of bid. Failure to provide the insurance company endorsements shall result in the disqualification of a bid.

The Tollway maintains a high standard and expectation level with all vendors. Vendor shall adhere to the standard levels expected by the Tollway and outlined herein. The Vendor shall perform all repairs according to each vehicle's Original Equipment Manufacturer's (OEM) recommended repair techniques.

The Vendor shall maintain clean, modern facilities with all the tools and equipment necessary to perform automobile body repair services as required by this contract. The Tollway reserves the right to perform an inspection of the Vendor's facilities and to inspect work performed by the Vendor as part of the bid review process and any time during the term of the contract. The Tollway shall use this inspection as a means for determining vendor compliance with specifications noted herein. The acceptability of the size, location, and overall functionality of the service facility and quality of the repairs shall be determined by the Tollway in consideration of the contract requirements. The Tollway's decision on the inspection results and specification compliance shall be final.

- 1.4.1. The Vendor's personnel shall be professionally trained with the capability of repairing all vehicle types in either Group 1 or 2. The Vendor awarded Group 2 shall also be trained on the repair of fiberglass body components. If new materials are introduced by the vehicle manufacturers and the Tollway purchases any vehicles manufactured with these new materials, the vendor shall have their staff professionally trained on the repair and refinishing techniques of the new materials.

The Vendor's technicians shall be professionally trained on the safe removal and installation of any Rapid Safety Deployment Systems (air bags). The Vendor shall be capable of providing all repairs required to ensure a vehicle is road-ready.

The Vendor shall employ an adequate number of qualified automotive body technicians with experience in all aspects of automotive body repairs. A minimum of two (2) automotive body technicians employed by the vendor shall be National Institute for Automotive Service Excellence (ASE) certified in painting and crash repair. The Tollway shall require proof of certification after contract award. Vendor shall provide proof of certification within 60 days after contract award. Failure to provide the required ASE certifications may result in

termination of the contract or suspension of the contract until the certifications are provided.

The Vendor's painters shall have completed the Vendor's paint supplier's paint application training courses. The Tollway shall require proof of certification of these training courses after contract award.

1.4.2. The Vendor's facility shall include all OSHA, EPA, state and federally compliant spray booths and work areas, the Vendor shall provide the following:

- Spray-in bed liners
- Paintless dent repair (PDR) work
- Frame repair (cars and light-duty trucks), to include unibody and full frame measuring and straightening system
- Air conditioning repair (evacuating, recycling, and recharging)
- Air bag repair
- Anti-lock braking system (ABS) replacement/repair
- Preparing and finishing miscellaneous items
- The Vendor providing Medium- and Heavy-Duty Truck repair shall have access to a truck frame straightening system either in-house or through a third party. Any cost incurred for frame straightening shall be included in the Vendor's Labor Hourly Rate.

1.5. TRANSPORTATION AND DELIVERY: The Tollway shall deliver all vehicles to the Vendor's facility located within forty (40) miles of the Tollway's Central Shop located at 3460 South Finley Road, in Downers Grove, Illinois. The maximum distance any bidder can be from the Tollway's Central Shop located at 3460 South Finley Road, Downers Grove, Illinois is forty (40) miles.

1.5.1. While a vehicle is waiting to be repaired, the Vendor shall provide secure vehicle storage. Vehicle storage shall be in a safe and secure location, and there shall be no storage charges assessed to the Tollway. The vehicle shall be covered and secured to keep out rain, snow and rodents.

1.5.2. Prior to providing repaired vehicles to the Tollway, the vehicle(s) shall be thoroughly cleaned (exterior and interior) and shall be free of dirt, road grime, body shop dust, and other foreign material.

1.5.3. Upon delivery or receipt of a repaired vehicle, all work shall be inspected by the Fleet Manager (or designee) before acceptance. Improperly repaired vehicle(s) shall be picked up by the Vendor for proper repair and returned to the Tollway when the repair is complete. All returned work shall be completed at the Vendor's expense according to industry standards and the requirements of this contract.

1.6. SUBCONTRACTING:

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

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

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

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

- Subcontractor Name: n/a

Amount to Be Paid: n/a

Address: n/a

Description of Work: n/a

- Subcontractor Name: n/a

Amount to Be Paid: n/a

Address: n/a

Description of Work: n/a

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

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

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

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR:

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

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

- Location where services will be performed: Ward Auto Body, Inc.,
9019 Grand Ave, River Grove, IL 60171
- Value of services performed at this location: \$255,600.00

- Location where services will be performed: n/a
- Value of services performed at this location: n/a

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract. The Tollway is providing information in the tables below for the purpose of determining a low bidder for each type and Group of vehicles. Vendor shall bid on all items within each Group and does not have to bid on both Groups in order to be considered responsive. Failure to bid on all items within each Group shall result in a disqualified bid. The estimated quantities of this contract shall be based on a period of five (5) years; prices shall remain firm for the term of the contract.

As the Tollway does not know the potential bidder's labor rate, parts discount or mark-up rates, or the number of repairs to be performed under this contract; the estimated quantities in all tables are to provide the Tollway dollar values used to establish a contract. 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.

Group 1 – Automobile, SUV, Van, and Light-Duty Trucks

Bidders shall complete Table 1, Lines 1 through 3, to provide a Labor hourly rate. Bidders shall complete all Lines in Table 1a to be considered responsive. All body repair and painting, mechanical work, and frame repair and straightening work shall be performed at the hourly rates entered in Table 1a.

Group 1 - Table 1a: Vehicle Repair Labor Rates Per Hour

Line #	Type of Work	Estimated Hours	Vendor's Labor Hourly Rate	Total Labor Cost (Estimated Hours x Hourly Rate)
1	Body Repair and Painting	1,000	\$ 36.00	\$ 36,000.00
2	Mechanical Work (suspension, drivetrain, etc.)	500	\$ 48.00	\$ 24,000.00
3	Frame Repair and Straightening	200	\$ 48.00	\$ 9,600.00
Total Table 1a (Lines 1 through 3)				\$ 69,600.00

Bidders shall provide an Hourly Paint and Materials Rate in Line 4. Bidders shall complete Line 4 in Table 1b to be considered responsive. The hourly material cost shall include all refinishing materials including, but not limited to; sanding materials, body fillers, glues, sealants, primers, and paints required to complete vehicle repairs. All paint and materials used in repairs shall be invoiced at a paint and materials per hour basis, per the automotive industry standard.

Group 1 - Table 1b: Vehicle Repair Paint and Materials Rates Per Hour

Line #	Type of Work	Estimated Hours	Vendor's Paint and Materials Hourly Rate	Bid Amount (Estimated Hours x Hourly Rate)
4	Paint and Painting Related Materials	900	\$ 26.00	\$ 23,400.00
Total Table 1b (Line 4)				\$ 23,400.00

Group 1 - Table 2: New OEM/Aftermarket Parts Pricing

This contract includes a "Discount Sharing Program" for the replacement part component of the pricing schedules below. Bidders shall complete Tables 2a and 2b in order to provide pricing on new Original Equipment Manufacturer (OEM) parts and new aftermarket replacement parts. The Discount Sharing Program details are as follows:

The bidder determines the amount of discount sharing they are willing to offer the Tollway. The bidder shall share the amount of discount they receive from any manufacturers' list price for replacement parts provided to the Tollway under this contract.

For example only: Bidder is willing to share 50% of their discount with the Tollway. In this example, the bidder is providing a part to the Tollway that has a list price of \$1.00. The vendor receives a 20% (.20) manufacturer's discount from their supplier on this part. Since the bidder and the Tollway both receive 50% of the discount, the bid price would be the list price minus 50% of the discount, or $\$1.00 - (50\% \text{ of } \$0.20)$, or $\$1.00 - \$0.10 = \$0.90$.

Bid Pricing Calculation Steps:

Bidders shall provide a price quotation by completing the Pricing Table(s) below for the line items they are bidding on. Complete the Pricing Table(s) as follows:

Parts Pricing Table

1) Enter the Discount Sharing Percentage in box "(C)".

2) Multiply the Estimated Dollar Amount of Replacement Parts, box "(A)", the Hypothetical Manufacturer's Discount "(B)", and the Bidder's Discount Sharing Percentage "(C)" to arrive at Tollway Discount Amount "(D)".

3) To obtain the Total Parts Cost, box "(E)", subtract the Tollway Discount Amount, box "(D)" from the Estimated Dollar Amount of Replacement Parts, box "(A)".

Note: Box "(B)" in the Parts Pricing Tables includes a **hypothetical** discount . This discount percentage is added to the tables by the Tollway only for the sole purpose of completing the calculation in the bid document. **The awarded Vendor shall determine these figures with each replacement parts manufacturer when completing the invoices for all Tollway work.**

Please note any dollar amounts and the **hypothetical** manufacturer's discount indicated in the tables are solely for the purposes of determining low bid and the award amount may be more or less than the actual amount listed.

Group 1 - Table 2a: New OEM Parts Pricing

Line #	Parts Type: New	Estimated Dollar Amount of New Replacement Parts at Manufacturer's List Price (A)	Hypothetical Manufacturer's Discount (B)	Bidder's Discount Sharing Percentage (C)	Tollway Discount Amount (D) (A x B x C)	Total New Parts Cost (E) (A - D)
5	Original Equipment Manufacturer Replacement Parts	\$85,000.00	1%	20 %	\$170 ⁰⁰ \$17,000.00	\$84,830 ⁰⁰ \$68,000.00
Total Table 2a:						\$68,000.00

84,830⁰⁰ RF

Group 1 - Table 2b: New Aftermarket Parts Pricing

Line #	Parts Type: New	Estimated Dollar Amount of New Aftermarket Replacement Parts at Manufacturer's List Price (A)	Hypothetical Manufacturer's Discount (B)	Bidder's Discount Sharing Percentage (C)	Tollway Discount Amount (D) (A x B x C)	Total New Aftermarket Parts Cost (E) (A - D)
6	Keystone Automotive Operations Inc. New Aftermarket Parts	\$70,000.00	1%	20%	\$1,400.00 \$14,000.00	\$68,600.00 \$56,000.00
Total Table 2b:						\$56,000.00

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Group 1 - Table 3: Used Automotive Replacement Parts

Bidders shall complete Table 3 in order to provide pricing information for supplying Used Automotive Replacement Parts. The Tollway requires a formal pricing structure that establishes used replacement part pricing and allows the Tollway to verify contract compliance with used part pricing. Bidders shall complete Table 3, to be considered responsive.

To complete Table 3, the bidder shall provide a percent "mark up" over the price provided to the bidder, and for any Used Automotive Replacement Parts provided to the Tollway. A copy of the invoice for each used part provided to the vendor for the Tollway shall accompany the invoice for the repairs.

For Percent Mark-Up: To complete the Table below, the Bidder shall add the "Dollar Amount of Percent Mark-up" to the "Estimated Dollar Amount" and place the product of the calculation in the "Extension" box.

For example: \$29,000.00 (Estimated Dollar Amount) x 1% (Percent Mark-Up) = \$290.00 (Dollar Amount of Percent Mark-Up). To obtain the "Extension," perform the following calculation: \$29,000.00 (Estimated Dollar Amount) + \$290.00 (Dollar Amount of Percent Mark-Up) = \$29,290.00 (Extension).

Group 1 - Table 3: Used Automotive Replacement Parts Pricing

Line #	Parts Type: Used	Estimated Dollar Value for Used Automotive Parts	Percent Mark-up from Price	Dollar Amount of Percent Mark-up from Price (Estimated Dollar amount x Percent Mark-up)	Extension (Estimated Usage + Dollar Amount of Percent Mark-up for Used Automotive Parts)
7	LKQ Corporation Used Automotive Replacement Parts	\$25,000	+ 10 %	\$ 2,500.00	\$ 27,500.00
Total Table 3					\$ 27,500.00

Administrative Fee

Calculate the "Dollar Value of Administrative Fee" by multiplying the "Estimated Usage" and "Percentage Amount" used as the Administrative Fee. Then add the Dollar Amount of the Administrative Fee to the Estimated Usage to arrive at the Extension. For example $\$1,000 \times 1\% = \10 . $\$1,000 + \$10 = \$1,010.00$, the Extension.

Table 4 - Administrative Fee

Line #	Description	Estimated Usage	Administrative Fee (Percentage Amount)	Dollar Amount of Administrative Fee (Estimated Usage x Administrative Fee)	Extension (Estimated Usage + Dollar Amount of Administrative Fee)
8	Third Party Repair Administration Fee per Occurrence (refer to Section 1.2.4):	\$1,000	10 %	\$ 100.00	\$ 1,100.00
Total Table 4					\$ 1,100.00

Group 1 - Automobile/SUV/Van and Light-Duty Truck Bid Summary	
Total Table 1a	\$ 69,600.00
Total Table 1b	\$ 23,400.00
Total Table 2a	\$ 68,000.00 84,830 ^{RT}
Total Table 2b	\$ 56,000.00 69,860 ^{RT}
Total Table 3	\$ 27,500.00
Total Table 4	\$ 1,100.00
Group 1 Grand Total (Tables 1 through 4)	\$ 245,600.00 276,290 ^{RT}

Group 2: Medium- and Heavy-Duty Trucks

Bidders shall complete Table 1a, Line 1, to provide Labor and Material Rate hourly rate. Bidders shall complete Table 1, Lines 1 and 2 to be considered responsive. All body repair and painting, mechanical work, and frame repair and straightening work shall be performed at the hourly rates entered in Table 1a.

Group 2 - Table 1a: Vehicle Repair Labor Rates per Hour

Line	Type of Work	Estimated Hours	Vendor's Labor Hourly Rate	Total Labor Cost (Estimated Hours x Hourly Rate)
1	All Medium- and Heavy-Duty Truck Body Repairs, Straightening, and Refinishing. Awarded vendor shall have access to a truck frame straightening system either in-house or through a third party.	1,000	\$	\$
Total Table 1a (Line 1)				\$

Bidders shall provide an Hourly Paint and Materials Rate in Line 2. Bidders shall complete Line 2 in Table 1b to be considered responsive. The hourly material cost shall include all refinishing materials including, but not limited to; sanding materials, body fillers, glues, sealants, primers, and paints required to complete vehicle repairs. All paint and materials used in repairs shall be invoiced at a paint and materials per hour basis, per the automotive industry standard.

Group 2 - Table 1b: Vehicle Repair Paint and Materials (Rates per Hour)

Line	Type of Work	Estimated Hours	Vendor's Paint and Materials Hourly Rate	Bid Amount (Estimated Hours x Hourly Rate)
2	Paint and Painting Related Materials	500	\$	\$
Total Table 1b (Line 2)				\$

Group 2 - Table 2: New OEM Parts Pricing

This contract includes a "Discount Sharing Program" for the replacement part component of the pricing schedules below. Bidders shall complete Table 2 in order to provide pricing on new Original Equipment Manufacturer (OEM) parts and new aftermarket replacement parts. The Discount Sharing Program details are as follows:

The bidder determines the amount of discount sharing they are willing to offer the Tollway. The bidder shall share the amount of discount they receive from any manufacturers' list price for OEM replacement parts provided to the Tollway under this contract.

For example only: Bidder is willing to share 50% of their discount with the Tollway. In this example, the bidder is providing a part to the Tollway that has a list price of \$1.00. The bidder receives a 20% (.20) manufacturer's discount from their supplier on this part. Since the bidder and the Tollway both receive 50% of the discount, the bid price would be the list price minus 50% of the discount, or $\$1.00 - 50\% \text{ of } \0.20 , or $\$1.00 - \$0.10 = \$0.90$.

Bid Pricing Calculation Steps:

Bidders must provide a price quotation by completing the Pricing Table(s) below for the line items they are bidding on. Complete the Pricing Table(s) as follows:

Parts Pricing Table

- 1) Enter the Discount Sharing Percentage in box "(C)".
- 2) Multiply the Estimated Dollar Amount of Replacement Parts, box "(A)", the Hypothetical Manufacturer's Discount "(B)", and the Bidder's Discount Sharing Percentage "(C)" to arrive at Tollway Discount Amount "(D)".
- 3) To obtain the Total Parts Cost, box "(E)", subtract the Tollway Discount Amount, box "(D)" from the Estimated Dollar Amount of Replacement Parts, box "(A)".

Note: Box "(B) in the Parts Pricing Tables includes a **hypothetical** discount . This discount percentage is added to the tables by the Tollway only for the sole purpose of completing the calculation in the bid document. **The awarded Vendor shall determine these figures with each replacement parts manufacturer when completing the invoices for all Tollway work.**

Please note any dollar amounts and the **hypothetical** manufacturer's discount indicated in the tables are solely for the purposes of determining low bid and the award amount may be more or less than the actual amount listed.

Group 2 - Table 2: New OEM Parts Pricing

Line #	Parts Type: New	Estimated Dollar Amount of New Replacement Parts at Manufacturer's List Price (A)	Hypothetical Manufacturer's Discount (B)	Bidder's Discount Sharing Percentage (C)	Tollway Discount Amount (D) (A x B x C)	Total New Parts Cost (E) (A - D)
3	Original Equipment Manufacturer Replacement Parts	\$55,000.00	1%	%	\$	\$
Total Table 2a:						\$

Group 2 - Table 3: Used Medium- and Heavy-Duty Truck Parts Pricing

Bidders shall complete Table 3 in order to provide pricing information for supplying Used Automotive Replacement Parts for Medium- and Heavy-Duty Trucks. The Tollway requires a formal pricing structure that establishes used replacement part pricing and allows the Tollway to verify contract compliance with used part pricing. Bidders shall complete Table 3, Line 4 to be considered responsive.

To complete Line 4, Table 3, the bidder shall provide a percent "**mark up**" over the bidder's price for any used automotive replacement parts provided to the Tollway. A copy of the invoice for each used part provided to the vendor for the Tollway shall accompany the invoice for the repairs.

For Percent Mark-Up: To complete the Table below, the Bidder shall add the "Dollar Amount of Percent Mark-up" to the "Estimated Dollar Amount" and place the product of the calculation in the "Extension" box.

For example: \$29,000.00 (Estimated Dollar Amount) x 1% (Percent Mark-Up) = \$290.00 (Dollar Amount of Percent Mark-Up). To obtain the "Extension," perform the following calculation: \$29,000.00 (Estimated Dollar Amount) + \$290.00 (Dollar Amount of Percent Mark-Up) = \$29,290.00 (Extension).

Group 2 - Table 3: Used Medium- and Heavy-Duty Truck Parts Pricing

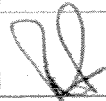
Line #	Parts Type: Used	Estimated Dollar Value for Used Truck Parts	Percent Mark-up from Price	Dollar Amount of Percent Mark-up from Price (Estimated Dollar amount x Percent Mark-up)	Extension (Estimated Usage + Dollar Amount of Percent Mark-up for Used Truck Parts)
4	Used Automotive Replacement Parts	\$5,000	+ %	\$	\$
Total Table 3					\$

Third-Party Administrative Fee

Calculate the "Dollar Value of Administrative Fee" by multiplying the "Estimated Usage" and "Percentage Amount" used as the Administrative Fee. Then add the Dollar Amount of the Administrative Fee to the Estimated Usage to arrive at the Extension. For example \$1,000 x 1% = \$10. \$1,000 + \$10 = \$1,010.00, the Extension

Table 4 – Third-Party Administrative Fee

Line #	Description	Estimated Usage	Administrative Fee (Percentage Amount)	Dollar Amount of Administrative Fee (Estimated Usage x Administrative Fee)	Extension (Estimated Usage + Dollar Amount of Administrative Fee)
5	Third Party Repair Administration Fee per Occurrence (refer to Section 1.2.4):	\$5,000	%	\$	\$
Total Table 4					\$

Group 2 – Medium- and Heavy-Duty Truck Bid Summary	
Total Table 1a	\$ No Bid
Total Table 1b	\$ No Bid
Total Table 2	\$ No Bid
Total Table 3	\$ No Bid
Total Table 4	\$ No Bid
Group 2 Grand Total (Tables 1 through 4)	\$ No Bid 

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 for its initial term is estimated at \$276,290.00. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

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

2.4 DISCOUNT: The State may receive a N/A % discount for payment within N/A 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: \$276,290.00

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.


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. **Illinois Tollway's Formula for Determining Renewal Compensation:**
No price increase shall be allowed for the renewal term for Groups 1 and 2, Table 1.

- 2.5.2.2. The percents discount or mark-up bid in Groups 1 and 2, Tables 2, 3, and 4, Parts Pricing and Administrative Fee 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 / mark-ups from Groups 1 and 2, Tables 2, 3, and 4, Parts Pricing and Administrative Fee shall then be applied to the new price list(s).
- 2.5.2.3. Vendor's Price for Renewal(s): Refer to Sections 2.5.2.1 and 2.5.2.2 above.

2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$331,548.00 without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. **TERM AND TERMINATION**

3.1  **TERM OF THIS CONTRACT:** This contract has an initial term of five (5) years, anticipated as May 1, 2018 to April 30, 2023. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

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. 30 ILCS 500/20-60

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.

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

See attached BidBuy Purchase Order

BB For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

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. 30 ILCS 500/20-120.

- 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 AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any 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. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

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 has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. 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. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.
- B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:
1. Commercial General Liability: limits of liability of not less than \$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: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
 3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of

not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies 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. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

All deductibles or self-insured retentions must be declared and accepted by the Illinois Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for the review of and approval by the Illinois Tollway. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 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 subcontractor's 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.
- Agency 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 inapplicable to this contract.

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 inapplicable to this contract. 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.

Illinois Tollway
Attachment B – Group 2: Medium- and Heavy-Duty Trucks
Vendor Questionnaire

The bidder is required to complete and return with their bid the following Vendor Questionnaire and note any deviations from the specifications. The Tollway has the right to fully inspect the Vendor's facility(s) for specification compliance. Facilities not meeting the specifications and any Tollway accepted deviations from specifications shall be rejected. Facilities shall meet all applicable State and Federal regulations.

The specifications outlined in this document are intended to ensure the Vendor maintains facilities that are suited for the tasks described in this solicitation. The Tollway reserves the right to review each bid to determine if any specification differences have a significant impact on the facilities' capability, reliability, or cost-effectiveness. The Tollway's determination of contract specification compliance and acceptable specification deviations shall be final.

1. Address of vendor location(s) that will be servicing the Tollway:

2. How many miles is the closest vendor facility to the Tollway's Central Shop facility: _____

3. Total number of bays that can be used to repair Tollway vehicles: _____

4. Technicians:

Number of technicians available to repair Tollway vehicles: _____

Number of ASE-certified technicians: _____

Number of I-CAR-certified technicians: _____

5. What is the bidder's primary paint refinishing brand: _____

6. Vendor shall identify if they possess the following equipment:

**Illinois Tollway
Attachment B – Group 2: Medium- and Heavy-Duty Trucks
Vendor Questionnaire**

Number of Spray Booths and Length and Height of Each:

Spray Booth:	Length:	Height:
Spray Booth:	Length:	Height:
Spray Booth:	Length:	Height:
	Length:	Height:
	Length:	Height:
	Length:	Height:

Truck Frame Machine:	Yes___	No___
Paint Mixing System:	Yes___	No___
Spot Welder:	Yes___	No___
Welder for Boron Steel:	Yes___	No___
Aluminum Welder:	Yes___	No___
A/C Recovery/Charging Station:	Yes___	No___

**STATE OF ILLINOIS
FORMS A**

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG). Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: Hillside Auto Body & Service, Inc.	Phone: 847-253-0183
Street Address: 120 W. University Drive	Email: markb@hillside towing.net
City, State Zip: Arlington Heights, IL 60004	Vendor Contact: Mark Balek

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Do Business in Illinois.....	3.
Standard Certifications	4.
State Board of Elections.....	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest.....	7.
Taxpayer Identification Number	8.

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

- 1.1. Name of Business (official name and DBA)
Hillside Auto Body & Service, Inc.
- 1.2. Business Headquarters (address, phone and fax)
200 E. Palatine Road, Arlington Heights, IL 60004
847-253-0183
847-253-1658
- 1.3. If a Division or Subsidiary of another organization provide the name and address of the parent
N/A
- 1.4. Billing Address
200 E. Palatine Road
Arlington Heights, IL 60004
- 1.5. Name of Chief Executive Officer
N/A
President- James A. Balek, Jr.
Vice President- Mark Balek
- 1.6. Company Web Site Address
N/A
- 1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
S-Corporation
- 1.8. Length of time in business
98 Years (became a corporation in 1987)
- 1.9. Annual Sales for Offeror's most recently completed fiscal year
[Click here to enter text.](#)
- 1.10. Show number of full-time employees, on average, during the most recent fiscal year
16

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) Yes

1.11.2. Female (30 ILCS 575/2(A)(2) & (4)) Yes

1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes

1.11.4. Disadvantaged (49 CFR 26) Yes

1.11.5. Veteran (30 ILCS 500/45-57) Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

- 2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Hillside Auto Body & Service, Inc.

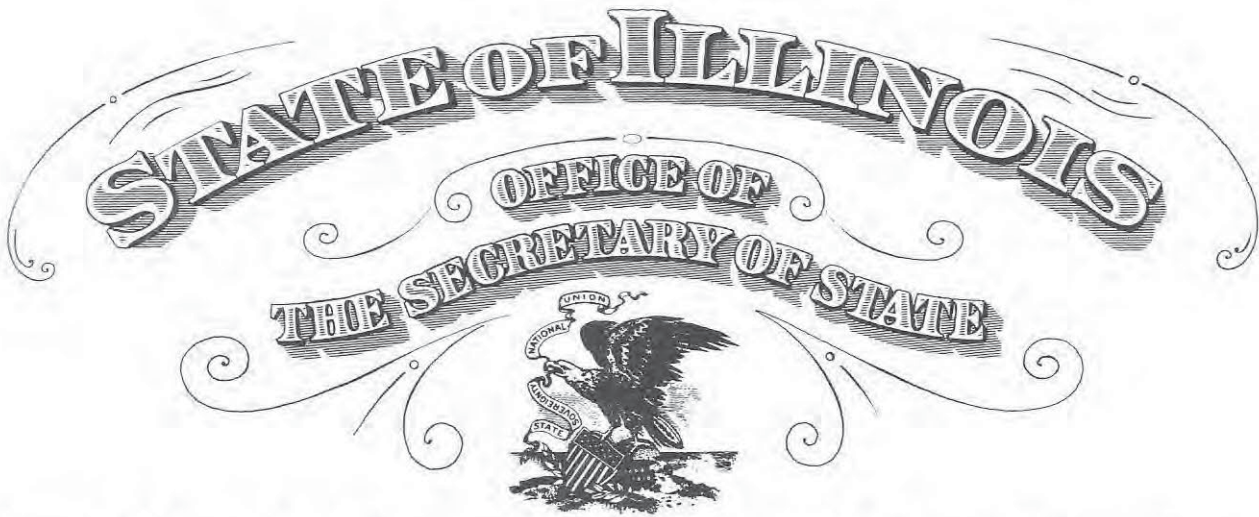
(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 12394200 Expiration Date: Applied for Renewal.

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: 01/07/18.
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

File Number

5425-545-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

HILLSIDE AUTO BODY & SERVICE, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 21, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of NOVEMBER A.D. 2017 .

Jesse White

SECRETARY OF STATE

Authentication #: 1733402302 verifiable until 11/30/2018

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

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

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

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
 - 4.20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

- 4.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 4.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

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

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

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

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

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

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

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



Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 33546

Hillside Auto Body & Services, Inc.

200 E. Palatine Rd

Arlington Heights, IL 60004 IL 60004

Information for this business last updated on:

Wednesday, July 29, 2015

Certificate produced on Sunday, January 07, 2018 at 5:42 PM



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:
- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
 - the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

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

[Click here to enter text.](#)

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Medium and Heavy Duty Truck Body Shop Repairs, Vehicle Painting, and Replacement Parts
Illinois Procurement Bulletin Number	19-557THA-ENGRD-B-3526
Contract Number	17-0018R
Vendor Name	Hillside Auto Body & Service, Inc.
Doing Business As (DBA)	N/A
Disclosing Entity	Hillside Auto Body & Service, Inc.
Disclosing Entity’s Parent Entity	N/A
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
James Balek, Jr.		50%	Click here to enter text.
Mark Balek		50%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
James Balek, Jr.		50%	Click here to enter text.
Mark Balek		50%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: James Balek, Jr., Mark Balek

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: James Balek, Jr., Mark Balek

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Please provide the name of the person or entity for which responses are provided: James Balek, Jr., Mark Balek, Hillside Auto Body & Service, Inc.

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

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

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Yes No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Illinois Toll Highway	THA Towing and Road Services for Tollway Vehicles and Equipment	Contract	\$58,362	15-0004R
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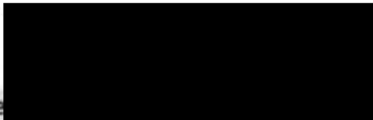
Please explain the procurement relationship: Renewed in August 2017; Hillside provides light, medium, and heavy duty towing services for vehicles owned by the Illinois Toll Highway Authority and Illinois State Police District 15.

STEP 9 SIGN THE DISCLOSURE

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

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

Name of Disclosing Entity: Hillside Auto Body & Service, Inc.

Signature 

Date: 12/31/18

Printed Name: Mark Balek

Title: Vice President

Phone Number: 847-253-0183

Email Address: markb@hillside towing.net



Information for:

- Voters
- Candidates
- Committees
- Businesses
- Reporters
- Educators
- L.E.O.'s



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Business Registration Detail

Hillside Auto Body & Services, Inc.

200 E. Palatine Rd
 Arlington Heights, IL 60004, IL 60004
Last Activity: 7/29/2015 8:37:22 PM
Business Status: Active
[View Business Status History](#)

Affiliate List

<p>Mark Balek 1712 N. Clarence Avenue Arlington Heights, IL 60004</p>
<p>James A. Balek 1561 N. Evergreen Arlington Heights, IL 60004</p>
<p>Barbara Balek 1561 N. Evergreen Arlington Heights, IL 60004</p>
<p>Hillside Transportation, L.L.C. 200 E. Palatine Road Arlington Heights, IL 60004</p>

[View Full Affiliate List](#)

100 Most Recent Activities

<p>1/7/2018 5:42:38 PM Certificate Produced</p>
<p>7/29/2015 8:40:13 PM Certificate Produced</p>
<p>7/29/2015 8:37:22 PM Barbara Balek added as an affiliated person.</p>
<p>7/29/2015 8:36:46 PM Hillside Transportation, L.L.C. added as an affiliated entity.</p>
<p>7/29/2015 8:35:10 PM James Balek added as an affiliated person.</p>
<p>7/29/2015 8:34:45 PM</p>

[View Full Activity List](#)

Search For Contributions

How accurate is this match?

Match contributions for:

Entire Business

Match contributions by:

By Name

Business Only, No Affiliates

By Address

By Name and Address
(Both must match)

Search

[Illinois Amber Alert](#) • [National Center for Missing and Exploited Children](#) • [Privacy Statement](#) • [Freedom of Information Act](#)

**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: Mark Balek

Business Name: Hillside Auto Body & Service, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number



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:



Date: 10/31/18

THA - Toll Highway Authority

P.O. Date: 1/14/2019

4100111530

Purchase Order

Purchase Order Number
19-557THA-ENGRD-P-6138
Master Contract? N
Contract/Ob #:

V E N D O R	Vendor Number: V00012862
	Hillside Auto Body & Service, Inc.
	120 W. UNIVERSITY DRIVE
	ARLINGTON HEIGHTS, IL 60004
	cbalek@hillside towing.net (847) 253-0183

S H I P T O	Ship To - CA
	2700 Ogden Avenue
	Central Administration
	Downers Grove, IL 60515
	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.

B I L L T O	Contract Administrator
	PO Box 3094
	Lisle, IL 60532-8094
	US Email: (630) 241-6800

Shipping Method:	Freight Terms:
Shipping Terms:	Payment Terms: NA
Solicitation (Bid) No.: 19-557THA-ENGRD-B-3526	Delivery Calendar Day(s) A.R.O.: 15
Contract Begin Date: 02/15/2019	Contract End Date: 02/14/2024

Item # 1
Class-Item 928-19

Table 1a - Vehicle Repair Labor Rates per Hour

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1000.00	\$ 75.00	HR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 75,000.00

Item # 2
Class-Item 928-19

Table 1b - Vehicle Repair Paint and Materials (Rates per Hour)

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
500.00	\$ 25.00	HR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 12,500.00

Item # 3
 Class-Item 928-19

Table 2 - New OEM Parts Pricing

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
55000.00	\$ 0.00	EA	10.00 %	\$ 0.00		\$ 0.00	\$ 54,450.00	\$ 54,450.00

Item # 4
 Class-Item 928-19

Table 3 - Used Medium- and Heavy-Duty Truck Parts Pricing

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
5000.00	\$ 0.00	EA	15.00 %	\$ 0.00		\$ 0.00	\$ 5,750.00	\$ 5,750.00

Item # 5
 Class-Item 928-19

Table 4 - Third Party Repair Administration Fee per Occurrence

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
5000.00	\$ 0.00	EA	1.00 %	\$ 0.00		\$ 0.00	\$ 5,050.00	\$ 5,050.00

TAX: \$ 0.00
 FREIGHT: \$ 65,250.00
 TOTAL: \$ 152,750.00

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: _____

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

Illinois State Toll Highway Authority

Official Signature: 

Printed Name: John Donato


Title: Chief of Procurement

Designee Signature: _____

Printed Name: _____

Title: _____

Date: 2/13/19

Legal Signature: 

Printed Name: Andrew Zeranke

Title: AAG

Date: 2-11-19

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: _____

APPROVED

By: Mary Hart

Phone#: (630) 241-6800

BUYER

THA - Toll Highway Authority

Internal Number: 2

Vendor Change Order #2

Purchase Order Number

19-557THA-ENGRD-P-6138

V E N D O R	Vendor Number: V00012862 Hillside Auto Body & Service, Inc. 120 W. UNIVERSITY DRIVE ARLINGTON HEIGHTS, IL 60004 cbalek@hillsidetowing.net (847) 253-0183
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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.: 19-557THA-ENGRD-B-3526 Contract Begin Date: 02/15/2019 Contract End Date: 02/14/2024	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 "02/01/2019" to "02/15/2019"
 Custom Field: Custom Field changed from "01/31/2024" to "02/14/2024"

TAX:	\$ 0.00
FREIGHT:	\$ 65,250.00
TOTAL:	

APPROVED

By: Mary Hart
 Phone#: (630) 241-6800

BUYER

THA - Toll Highway Authority

Internal Number: 1

Vendor Change Order #1

Purchase Order Number
19-557THA-ENGRD-P-6138

V E N D O R	Vendor Number: V00012862
	Hillside Auto Body & Service, Inc.
	120 W. UNIVERSITY DRIVE
	ARLINGTON HEIGHTS, IL 60004
	cbalek@hillsidetowing.net
	(847) 253-0183

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.: 19-557THA-ENGRD-B-3526
Contract Begin Date: 02/15/2019 Contract End Date: 02/14/2024

Freight Terms:
Payment Terms: NA
Delivery Calendar Day(s) A.R.O.: 15

TAX: \$ 0.00
 FREIGHT: \$ 130,500.00
 TOTAL:

APPROVED

By: Mary Hart
 Phone#: (630) 241-6800
 BUYER