

RESOLUTION NO. 21683

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Drug and Alcohol Testing Services. Pursuant to the Tollway's Invitation for Bid No. 17-0059, the Tollway has determined that OOTW, Inc. (d.b.a. InOut Labs) is the lowest responsive and responsible bidder for Drug and Alcohol Testing Services for an upper limit of compensation not to exceed \$354,525.00.

Resolution

The bid from OOTW, Inc. (d.b.a. InOut Labs) for the purchase of Drug and Alcohol Testing Services is accepted. Contract No. 17-0059 is approved in an amount not to exceed \$354,525.00. 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

Drug and Alcohol Testing Services Contract 17-0059
Bid Buy Bid Reference # 19-557THA-ADMIN-B-3176

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

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)

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

Drug and Alcohol Testing Services Contract 17-0059

Bid Buy Bid Reference # 19-557THA-ADMIN-B-3176

VENDOR

Vendor Name: OOTW Inc. dba InOut Labs	Address: 6449 Dempster St., Morton Grove, IL 60053
Signature: [Redacted]	Phone: 847-657-7900
Printed Name: Timothy N. Thoeleck Jr.	Fax: 847-410-8650
Title: President	Email: tim@inoutlabs.com
Date: November 15, 2018	

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: 12/27/18
Printed Name: Elizabeth Gorman	
Official's Title: Executive Director	
Approved as to Form and Constitutionality	
Legal Signature: [Redacted]	Date: 12-20-2018
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [Redacted]	Date: 12-27-18
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature: [Redacted]	Date: 12/26/18
Legal Printed Name: Elizabeth M.S. Oplawski	
Legal's Title: Acting General Counsel	
Procurement Signature: [Redacted]	Date: 12.27.2018
Procurement Printed Name: John Donato <i>Deputy Roger Nondorf</i>	
Procurement's Title: Chief of Procurement	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- BidBuy Requisition Reference #: 19-557THA-ADMIN-R-13078
- Project Title: Drug and Alcohol Testing Services
- Contract #: 17-0059
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Bid Reference #: 19-557THA-ADMIN-B-3176
- BidBuy Bid Publication Date: As published in BidBuy
- 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:
- Women 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(s) to administer Drug and Alcohol Testing services for its existing employees. Testing locations shall be within a thirty (30) mile driving distance of each Illinois Tollway location listed in each Zone bid, as listed in Section 1.5. Driving distance shall be verified through an online map service, such as Google Maps, MapQuest, or equivalent.

The Illinois Tollway requires the Vendor to fully comply with all state and federal requirements and regulations governing drug and alcohol testing. The Vendor shall be required to perform an average of between 500 and 650 tests each year. Vendor shall provide all management, supervision, quality control personnel, equipment and supplies for all the required services, including but not be limited to the following:

- Drug and alcohol testing (Department of Transportation (DOT) and non-DOT):
 - Random testing;
 - Reasonable suspicion;
 - Post-Accident;
 - Follow- up drug and alcohol testing;
 - Fit for duty;
 - Return to duty.
- Split Specimen;
- Quarterly Training;
- Expert Witness;
- Litigation Package;
- Mobile testing unit (random, on-site drug testing, optional).

1.2.1. Drug and Alcohol Testing (DOT and Non-DOT): All drug and alcohol testing shall be conducted by certified personnel as further detailed in Section 1.4. Testing shall include, but not be limited to the following types: Random Testing Off-Site / On-Site, Reasonable Suspicion Off-Site / On-Site, Post-Accident Off-Site / On-Site, Follow-Up Drug and Alcohol Testing Off-Site / On-Site, Fit for Duty, and Return to Duty. Testing shall be conducted according to the following guidelines:

1.2.1.1 Current DOT Requirements for Urine Drug/Breath Alcohol:

- Per Health and Human Services (HHS) / DOT guidelines 5-panel urine drug / breath alcohol screen

- For positive results only, the following shall also be required:
 - Gas-Chromatography / Mass Spectrometry (GC-MS);
 - Nanograms per milliliter (ng/mL) number.

1.2.1.2 Current Non-DOT Requirements for Urine Drug/Breath Alcohol:

- 5-panel drug test with the following panels: THC, Opiates, Amphetamines, Cocaine, and PCP;
- Breath alcohol screen follows DOT guidelines, no blood test required.

1.2.1.3 Random Testing Off-Site / On-Site: The Vendor shall maintain a management information system capable of determining “random selection” of sites employees for drug and alcohol testing. The results of the selection process shall be provided to the Illinois Tollway designated representative in a timely fashion so that the Illinois Tollway may schedule drug and alcohol testing on a quarterly basis. All results from the drug and alcohol testing process shall be available to the Illinois Tollway designated representative through password-protected internet access, fax confirmation or email, disk, or chain of custody paper file.

1.2.1.4 Collection Sites: A Department of Health and Human Services, National Institute on Drug Abuse (DHHS-NIDA) <http://www.nida.nih.gov/nidahome.html> approved laboratory shall be used for all drug/alcohol testing analysis. Proof thereof is preferred at time of bid and must be provided prior to contract award (Refer to Checklist B.20). The Vendor shall provide a list of DOT testing sites that shall be within a 30 mile driving distance of each Location listed in each of the Zones outlined in Section 1.5 (refer to Checklist B.24). List shall include a contact person, phone number, fax number, and address of the collection site. If locations are not able to be verified prior to contract award, the vendor may be deemed non-responsive. This list shall be provided with the bid. (Refer to Checklist B.19 and Attachment A: Collection Site Location Form).

- Primary Sites: An updated list of primary sites, which shall include a contact person, phone number, fax number, and address, shall be provided to the Tollway’s designated representative on a quarterly basis, or upon Tollway request.

- Alternate Sites: The Tollway operates on a 24 hours per day, 7 days per week basis. The Vendor shall develop an adequate number of collection sites to provide “alternate” or “back-up” services for additional random testing, reasonable suspicion, post-accident, and follow-up drug and alcohol testing. Testing services shall be available for each location and identified to the Tollway’s designated representative. The Vendor shall provide an updated list of the alternate collection sites to the Tollway’s designated representative on a quarterly basis, or upon Tollway request. All alternate testing sites shall meet all of the criteria outlined in this contract. The Illinois Tollway has the right to increase the number of alternate sites at any time. All information regarding alternate sites shall be provided to the Tollway’s designated representative under the same criteria as all initial tests.

1.2.1.5 Office Hours:

- Regular office hours shall include a minimum of 8 hours during the period from 7:00 a.m. to 7:00 p.m. CDT, Monday through Friday. The Vendor may provide additional hours and days at no additional cost to the Tollway. Fees for each test shall include but are not limited to: administrative cost, testing fees, DOT-certified personnel, and any laboratory costs.
- After-hours rates shall include all other hours not defined above, including overnight, weekend, and holiday hours. Fees for each test shall include but are not limited to administrative cost, testing fees, DOT-certified personnel, any laboratory costs, and emergency room costs.

1.2.1.6 Testing Equipment: The Vendor shall have two evidential breath testing (EBT) devices and calibration equipment listed on the Conformed Products List which meets the requirements of the National Highway Traffic Safety Association (NHTSA) <http://www.nhtsa.gov/>. This list can be found in <https://www.transportation.gov/odapc/approved-evidential-breath-testing-devices>. The EBT shall have the ability to print results in triplicate with date, time, sequential test number, and the name and serial number for the specific EBT test used for the test. Daily calibration of the EBT shall be performed and records kept in accordance with the Omnibus Transportation Employee Testing Act of 1991 <http://www.dot.gov/ost/dapc/> and amended.

- 1.2.1.7 Website: The Vendor shall provide a website to provide drug and alcohol screening data that includes but is not limited to: chain of custody form number, name, donor identification (name, employee donor, employee identification number, and/or social security number), and name of technician, reason for collection, results, collection site, and comments/remarks.
- 1.2.2. Split Specimen: DOT's alcohol and drug testing regulations require all tests be performed using a "split specimen" or "split sample" collection process. Vendors may be asked to split a specimen into two from an initial urine specimen. One specimen is used for the initial screen and, if the test is a positive, the second specimen (split) is used for a confirmation test. If positive, the employee being tested may request the split specimen to be tested. The confirmation test may be performed at a different laboratory.
- 1.2.3. Training (Quarterly): The Tollway desires on-site training to assist in the recognition and the notification process for testing. This shall be done quarterly for the Tollway's managers and supervisors. Additionally, the Tollway desires the Vendor to make available educational literature or training literature on drug and alcohol abuse and testing.
- 1.2.4. Expert Witness: Vendors shall provide experts on an as-needed basis to be used as "expert testimony" regarding all aspects of the drug testing program. Vendor shall make litigation services available for five (5) years after the termination of the agreement. Experts shall include but not limited to the Medical Review Officer (MRO) or Medical Examiner (ME). The MRO or ME under all conditions of this contract, shall serve as the Illinois Tollway expert in the drug and alcohol testing process and be available to testify in any arbitration case relating to this testing which occurred during the term of this contract, even if the case is heard after the expiration of the contract. Each MRO or ME shall be familiar with current case law and federal regulations. This is an in-person testimony. This includes preparation and the actual testimony. Vendors' experts may be asked to write down a detailed plan of a scientific or medical experiment, treatment, or procedure as a sworn statement.
- 1.2.5. Litigation Package: The Vendor shall provide litigation and arbitration testimony as needed by preparing a litigation package that the Illinois Tollway's legal staff may utilize to defend any case testing positive for drugs and/or alcohol and/or other controlled substances during the term of this contract.
- 1.2.6. Mobile Unit for Drug and Alcohol Testing (Optional): The Illinois Tollway is a 24 hour, seven (7) days a week operation and has 39 maintenance sites and plazas. While the intent is to utilize the vendor's facilities throughout the term of this

contract, there may arise occasions when on-site testing is required due to extenuating circumstances. Therefore, the Tollway is seeking pricing for a mobile unit which would arrive at the scene and provide the services as described herein. This option may potentially be utilized throughout the entire term of the contract as needs arise; however the Tollway requests pricing be submitted on a basis of one (1) each occurrence per zone during the term of the contract. Bidders are not required to bid this option. Award of mobile unit option shall be made in the best interest of the Tollway.

The mobile unit shall have private room(s), be air-conditioned and heated, and function independently of any Tollway electrical or water sources. There shall be a minimum of two (2) certified personnel in each mobile unit, if mobile unit is provided. This unit shall comply with federal and state standards which are applicable to drug and alcohol testing. The Tollway has the right to inspect the mobile unit and require corrective measures if the mobile unit is found unacceptable as a mobile medical facility.

- 1.2.7. Mandatory Requirements: Bidders, as part of their response, shall review the Mandatory Requirements Compliance Matrix (Attachment B), indicate capability of performing each item by checking "Will Comply", and submit it with the bid. Failure to submit the completed matrix, or failure check "Will Comply" to each item, shall deem the bid non-responsive.

1.2.7.1 Service Level Agreements: Bidder shall provide Service Level Agreements (SLAs) that include, but are not limited to, uptime, information accuracy, help desk response time, system patching, and termination of access rights, upon request, no later than three (3) business days after request.

1.2.7.2 Security: Bidder shall provide details of their Security program to include, but not limited to, policies, access rights review, timely termination, remote access provisions, patching program, encryption (storage, transmission) and network/ systems monitoring, upon request, no later than three (3) business days after request.

1.2.7.3 Confidentiality: Bidder shall provide details on how they ensure only personnel with a need to know have access to Tollway data. In addition, the Bidder can provide details of how they comply with the Illinois State Personal Information Protection Act (815 ILCS530) and Identity Protection Act (5 ILCS179), upon request, no later than three (3) business days after request.

1.2.7.4 Incident Response: Bidder shall provide their Incident Response plan that includes, but not limited to, detailed procedures on detecting, reporting,

communications, containing, restoring and preventing recurrence, upon request, no later than three (3) business days after request.

1.2.7.5 Liability: Bidder shall provide a detailed response in regards to a security incident occurrence. This shall include the response time and restitutions to agency which may include, but is not limited to financial compensation and credit monitoring, upon request, no later than three (3) business days after request.

1.2.7.6 Breach Disclosure: Bidder shall inform the Tollway within four (4) hours of declaring that a security breach has occurred. The bidder shall provide the Tollway with updates regarding the breach and containment status as needed.

1.2.7.7 Business Continuity: Bidder shall provide details of their business continuity program including, but not limited to, backup and restoration processes. The Bidder may need to provide this information no later than three (3) business days after request.

1.2.7.8 Log and Audit Trails: Bidder shall provide details on their logging process to include, but not limited to, logging of admin access, change management and other security related events, upon request. The Bidder may need to provide this information no later than three (3) business days after request. Bidder shall maintain records and audit trails for a minimum of one (1) year.

1.2.7.9 Compliance Requirements: Bidder shall provide the data center's applicable compliance requirements and framework used to manage the Tollway's data (i.e. SAS, ISO-27001, PCI). The Bidder may need to provide this information no later than three (3) business days after request.

1.2.7.10 End of Service Support: Bidder shall provide a detailed response on delivery of contract files to the agency at the end-of-service period with data file format and time period for distribution of these files. Files shall contain detailed employee information, including but not limited to name, date of test, where test was administered, and results of test.

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. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm

for the term of the contract. The decision to pre-order and hold any inventory in relation to testing services 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.

1.2.10. Safety: The Vendor and its suppliers shall perform the services in a safe and responsible manner. In the performance of the scope of work, the vendor shall shield all interior areas near the work area as required to protect Tollway personnel and property. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements of the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.

1.2.11. Additional Insurance Provision: In addition to the coverages outlined in section 4.11, the Vendor shall provide and maintain the following:

Medical Professional Liability: \$2,000,000 each occurrence and \$2,000,000 general aggregate coverage.

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:

1.3.1 Reports:

1.3.1.1 Reporting: A monthly report shall be generated containing sites tested, number of tests, positive tests, and names of personnel administering tests. Reporting to the Electronic Code of Federal Regulations shall be the responsibility of the Medical Review Officer (MRO) for any positive drug and alcohol tests within forty-eight (48) hours as per the Commercial Driver's License Drug and Alcohol Clearinghouse- Subpart G (<https://www.ecfr.gov/cgi->

[bin/retrieveECFR?gp=1&ty=HTML&h=L&mc=true&=PART&n=pt49.5.382](#)) for any violations that occurred on or after January 4, 2020. All mandated record maintenance and retention shall comply with 49 CFR Part 40 as amended and is the sole responsibility of the Vendor. The Vendor shall allow access to these records to the Illinois Tollway's designated representative in a timely fashion throughout the entire retention period.

1.3.1.2 MRO/ME-supplied Reports: The MRO shall supply copies of all laboratory reports.

1.3.2 Forms: Vendor shall provide the Tollway with an adequate supply of pre-printed chain of custody forms and other required forms. The vendor shall notify the Tollway when additional forms shall be requested.

1.3.3 Recordkeeping:

1.3.3.1 All data and information provided to the Illinois Tollway shall be handled with the utmost privacy and shall be transmitted to the Illinois Tollway via the Vendor's confidential password-protected internet access, fax confirmation or email, disk, or chain of custody paper file. Vendor shall maintain the confidentiality of participants' personal information in accordance with federal, state, and any other applicable confidentiality regulations for drug and alcohol testing and results.

1.3.3.2 Vendor shall maintain and make available, through secure internet access, data that is updated on a daily basis verifying the date, time, and location where each specimen was collected; the results; and whether or not the participant complied with all required procedures, including, but not limited to, failure to provide a specimen.

1.3.3.3 To ensure the Illinois Tollway has full access to all collected data, Vendor shall include and provide any necessary hardware, software, and/or electronic data accessibility and assure compatibility with existing Illinois Tollway hardware and software.

1.3.3.4 The Vendor shall cooperate with the Illinois Tollway in quality checks to ensure that all procedures are uniform and chain-of-custody is ensured. Vendor shall utilize appropriate internal (e.g., test call-ins, record audits, off-site computer backups, etc.) and external (e.g., random checks of collection sites, control specimens routed through courier service to laboratory, etc.) quality controls and provide the Illinois Tollway with quarterly reports of all quality control testing and results of that testing.

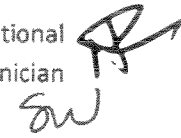
1.3.3.5 Vendor shall provide a detailed inventory of all services and supplies that are invoiced in the pricing table paid by the Tollway. Vendor shall identify collection sites, industry laboratory protocol, and standards and assure that these standards are maintained.

1.3.3.6 Vendor shall cooperate with the Tollway in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State, during the contract and any renewal term(s).

1.3.3.7 The Vendor shall follow up and correct all errors, and notify the Illinois Tollway of the correct information within three (3) business days of discovery. Additionally, the Vendor shall be available for a debriefing regarding any errors.

1.4. VENDOR / STAFF SPECIFICATIONS: "Vendor" shall refer to Vendor or Vendor's Subcontractor who is performing the testing as described herein. The Vendor shall be available for face-to-face meetings upon request. The Vendor shall ensure all staff receives periodic training in order to maintain current required certifications. The Vendor shall provide the Illinois Tollway access to copies of current certifications for all personnel, including any and all subcontracted personnel at the testing and/or collection sites as outlined herein. Vendor shall provide any changes to the certifications to the Tollway within five (5) working days of such change. At a minimum, Vendor and related staff shall meet the following requirements:

1.4.1. Vendor's staff shall have a minimum of five (5) years of experience in the provision of drug and alcohol testing services and Vendor's personnel shall have experience dealing with issues, objectives, and services detailed in Section 1.2. Vendor's staff shall be licensed and/or certified professionals or otherwise appropriately credentialed in their field of expertise as required by any state or federal regulations to perform services requested. Certifications, licenses, accreditations, and requirements are preferred at time of bid, but shall be provided to the Tollway prior to award of contract, no later than forty-five (45) days after bid opening.

1.4.2. The Vendor shall provide a Medical Review Officer (MRO), an Occupational Safety and Health Medical Examiner (ME), and Breath ~~Blood~~ Alcohol Technician (BAT). All other personnel shall have all necessary current certifications. 

1.4.2.1 Medical Review Officer (MRO) and Occupational Safety and Health Medical Examiner (ME): The MRO/ME shall have at least five years' experience performing MRO/ME functions and demonstrate successful experience in litigation and arbitration proceedings. The MRO/ME shall

be available to perform all required services, which include the verification of all drug and alcohol tests as well as to conduct face-to-face fit for duty examination, in a timely manner. The MRO and ME shall be licensed. The MRO shall be certified by American Association of Medical Review Officers (AAMRO) <http://www.aamro.com> or Medical Review Officers Certification Council (MROCC) <http://www.mrocc.com>.

- The MRO/ME shall be available to interview employees tested for drug and alcohol use by telephone, teleconference, and in person to determine their fitness for duty. The MRO/ME shall also be available to meet on a regular basis with other pertinent Tollway personnel.
- It is the responsibility of the MRO staff to regularly update the Illinois Tollway on changes in drug and alcohol testing procedures and the necessity to make any changes in the program to meet the guidelines established by the Omnibus Transportation Employee Testing Act of 1991 and amended.
- The MRO/ME shall be available to conduct medical examinations.
- The Vendor shall designate a representative to act as liaisons to ensure smooth coordination of services between Vendor and the Illinois Tollway.
- Vendor shall provide documentation that the MRO or ME staff participate in regular MRO and ME refresher courses as well as participation in Certified Medical Examiner (CME) activities related to MRO or ME functions upon the Tollway's request.
- The Vendor shall coordinate billing for the services of the MRO or ME.

1.4.2.2. Breath Alcohol Technician (BAT): A certified BAT shall conduct all alcohol testing. The BAT shall be certified to operate an Evidential Breath Test (EBT) device which meets NHTSA requirements. The Vendor shall ensure that all staff receives periodic training in order to maintain current required certifications.

The Vendor shall be or become a member of a qualified collector registry for BAT and drug screeners, which shall be updated every six months. The Vendor shall be a member prior to award of the contract and shall furnish proof upon the Tollway's request no more than forty-five (45) days after bid opening.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Laboratory testing sites shall be within thirty (30) miles driving distance of each Location listed in each Zone bid. Vendor shall arrange testing services so that no participant shall travel more than 30 miles from an Illinois Tollway location listed in the respective zone. Following is a list of locations by Zone:

Zone 1				
Site	Address	Mile Post	Interstate	City
PLZ-41	163 rd Street	Milepost 5.5	I-294	Markham
M-01	127 th Street	Milepost 12.5	I-294	Alsip
PLZ-36	82 nd Street	Milepost 20.0	I-294	Justice
PLZ-39	83 rd Street (Mainline)	Milepost 20.0	I-294	Justice
M-02	22 nd Street	Milepost 30.0	I-294	Hillside
PLZ-35	Cermak Road (Mainline)	Milepost 30.0	I-294	Hillside
PLZ-43	Interstate 80 Westbound	Milepost 5.0 Spur	I-80	Hazel Crest
PLZ-45	Interstate 80 Eastbound	Milepost 5.0 Spur	I-80	Hazel Crest
Zone 2				
Site	Address	Mile Post	Interstate	City
PLZ-33	Irving Park Rd (Mainline)	Milepost 39.0	I-294	Schiller Park
PLZ-29	Touhy Avenue (Mainline)	Milepost 41.5	I-294	Park Ridge
M-03	Touhy Avenue	Milepost 42.0	I-294	Park Ridge
PLZ-24	Eden's Spur	Milepost 53.5	I-94	Deerfield
M-04	Rt. 132 (Grand Avenue)	Milepost 69.5	I-94	Gurnee
PLZ-21	Waukegan (Mainline)	Milepost 73.5	I-94	Wadsworth
PLZ-19	River Road (Mainline)	Milepost 0.5	I-90	Park Ridge
PLZ-17	Devon Avenue (Mainline)	Milepost 1.5	I-90	Des Plaines
M-05	Route 53 (Rohlwing Road)	Milepost 11.0	I-90	Arlington Heights
M-16	Biesterfield Rd. & I-290	I-290 exit 4	I-290	Elk Grove

Zone 3				
Site	Address	Mile Post	Interstate	City
PLZ-51	York Road (Mainline)	Milepost 138	I-88	Oak Brook
M-08	Naperville Road	Milepost 127.5	I-88	Naperville
M-14	3450 Finley Road	Milepost 21.9	I-355	Downers Grove
PLZ-73	Army Trail Road (Mainline)	Milepost 29.8	I-355	Addison
PLZ-75	A/B North Avenue	Milepost 28	I-355	Lombard
PLZ-61	Annex Aurora	Milepost 117.5	I-88	North Aurora
PLZ-52	Meyers Road	Milepost 135	I-88	Oakbrook
PLZ-89	Annex Boughton Road	Milepost 14.4	I-355	Bolingbrook
PLZ-99	Annex Spring Road	Milepost 3.5	I-355	Lockport
Zone 4				
Site	Address	Mile Post	Interstate	City
M-11	Annie Glidden Road	Milepost 91.5	I-88	DeKalb
M-12	Route 26	Milepost 54.0	I-88	Dixon
PLZ-69	Route. 26	Milepost 54.0	I-88	Dixon
Site	Address	Mile Post	Interstate	City
PLZ-09	Elgin (Mainline)	Milepost 25.0	I-90	Elgin
M-06	Route 20	Milepost 36.5	I-90	Hampshire
PLZ-07	Marengo (Mainline)	Milepost 41.0	I-90	Marengo
PLZ-05	Belvidere Road (Mainline)	Milepost 55.5	I-90	Belvidere
M-07	Route 20	Milepost 63.5	I-90	Rockford
PLZ-01	South Beloit (Mainline)	Milepost 75.5	I-90	South Beloit
PLZ-66	Annie Glidden Road	Milepost 93	I-88	De Kalb
Central Warehouse	4 S. 496 Naperville Road		I-88	Naperville
Central Administration	2700 Ogden Avenue		I-355	Downers Grove

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

We subcontract some specimen collections, MRO and lab analysis. Total value is less than \$50,000 per year for this contract, so answered this question "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: *NA*

Amount to Be Paid: *NA*

Address: *NA*

Description of Work: *NA*

- Subcontractor Name: *NA*

Amount to Be Paid: *NA*

Address: *NA*

Description of Work: *NA*

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: *Specimen collection takes place in various locations in Illinois*
Value of services performed at this location: *Varies*
- Location where services will be performed: *(Lab analysis takes place in Lenexa, Kansas*
Value of services performed at this location: *Varies*

*MRO office is located in Denver, CO
Program Administrator (InOut Labs) is located in Morton Grove, Illinois.*

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: The Tollway is providing the vendor information in the table below for the purpose of determining a low bidder. The pricing section consists of four (4) Zones. Vendors may bid on one (1), all, or any variation of zones, but shall bid on all items within a zone to be considered responsive. If the State issues an award, the award will be made to the Responsive and Responsible Bidder who submits the lowest bid per Zone, or by lowest total bid of all Zones, whichever is in the best interest of the Tollway. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm for the term of the contract.

Zone 1

Line #	Description	Estimated Usage for 1 year	Unit of measure	Unit Price	Annual Extension (Estimated Quantity x Unit Price)	Three Year Extension (Annual Extension x 3 years)
1	5 Panel Drug Test (each test) Office hours	150	EA	\$ 48	\$ 7200	\$ 21,600
2	Alcohol Test (each test) Office hours	150	EA	\$ 45	\$ 6750	\$ 20,250
3	5 Panel Drug Test (each test) After Office Hours	75	EA	\$ 68(A)	\$ 5100	\$ 15,300
4	Alcohol Test (each test) Electronic Breath Transfer (EBT) After Office Hours	75	EA	\$ 45 (A)	\$ 3375	\$ 10,125
5	Split Specimen	50	EA	\$ 0 (E)	\$ 0	\$ 0
6	Training (quarterly)	4	EA	\$ 750 (B)	\$ 3000	\$ 9000
7	Expert Witness	5	EA	\$ 275/hr (C)	\$ 1375	\$ 4125
8	Litigation Package	80	HR	\$35/\$500 ea(D)	\$ 2800	\$ 8400
Grand Total Zone 1:						\$ 88,800

Zone 2

Line #	Description	Estimated Usage x 12 months	Unit of measure	Unit Price	Annual Extension (Estimated Quantity x Unit Price)	Three Year Extension (Annual Extension x 3 years)
1	5 Panel Drug Test (each test) Office hours	100	EA	\$ 48	\$ 4800	\$ 14,400
2	Alcohol Test (each test) Office hours	100	EA	\$ 42	\$ 4200	\$ 12,600

3	5 Panel Drug Test (each test) After Office Hours	75	EA	\$ 68(A)	\$ 5100	\$ 15,300
4	Alcohol Test (each test) Electronic Breath Transfer (EBT) After Office Hours	75	EA	\$ 45(A)	\$ 3375	\$ 10,125
5	Split Specimen	50	EA	\$ 0 (E)	\$ 0	\$ 0
6	Training (quarterly)	4	EA	\$ 750(B)	\$ 3000	\$ 9000
7	Expert Witness	5	EA	\$275/hr (C)	\$ 1375	\$ 4125
8	Litigation Package	80	HR	\$ 35/\$500 ea(D)	\$ 2800	\$ 8400
Grand Total Zone 2:						\$ 73,950

Zone 3

Line #	Description	Estimated Usage for 1 year	Unit of measure	Unit Price	Annual Extension (Estimated Quantity x Unit Price)	Three Year Extension (Annual Extension x 3 years)
1	5 Panel Drug Test (each test) Office hours	150	EA	\$ 56	\$ 8400	\$ 25,200
2	Alcohol Test (each test) Office hours	150	EA	\$ 45	\$ 6750	\$ 20,250
3	5 Panel Drug Test (each test) After Office Hours	75	EA	\$ 76(A)	\$ 5700	\$ 17,100
4	Alcohol Test (each test) Electronic Breath Transfer (EBT) After Office Hours	75	EA	\$ 45(A)	\$ 3375	\$ 10,125
5	Split Specimen	50	EA	\$ 0	\$ 0	\$ 0
6	Training (quarterly)	4	EA	\$ 750(B)	\$ 3000	\$ 9000
7	Expert Witness	5	EA	\$275/hr (C)	\$ 1375	\$ 4125
8	Litigation Package	80	HR	\$ 35/\$500 ea(D)	\$ 2800	\$ 8400
Grand Total Zone 3:						\$ 94,200

NOTES:

Unless indicated otherwise, all test fees include collection fee, shipping, lab analysis, confirmation testing and MRO review.

(A) After hours collection services are subcontracted to a 3rd party on-site collector. Those fees are billed at \$150 per hour portal to portal (2 hr minimum), plus any testing conducted.

(B) Live Training is \$75 per person (min. 10). Includes handout material and meets DOT requirements. Web based training is \$29 per person.

(C) MRO Hearing Preparation and Expert Testimony. Travel is \$2500/day. (at cost)

(D) Lab Litigation Package \$500 each. MRO Litigation Package \$35 each. (at cost). The MRO Litigation Package is the one included in the total.

(E) As defined in 1.2.2, all confirmation testing is included. If a verified positive result is challenged by a donor, and it is requested that a split specimen be tested at another lab as per 49 CFR Part 40 §40.175, this is charged at cost at \$150. This situation is rare.

Zone 4

Line #	Description	Estimated Usage for 1 year	Unit of measure	Unit Price	Annual Extension (Estimated Quantity x Unit Price)	Three Year Extension (Annual Extension x 3 years)
1	5 Panel Drug Test (each test) Office hours	150	EA	\$ 58	\$ 8700	\$ 26,100
2	Alcohol Test (each test) Office hours	150	EA	\$ 48	\$ 7200	\$ 21,600
3	5 Panel Drug Test (each test) After Office Hours	75	EA	\$ 78(A)	\$ 5850	\$ 17,550
4	Alcohol Test (each test) Electronic Breath Transfer (EBT) After Office Hours	75	EA	\$ 48(A)	\$ 3600	\$ 10,800
5	Split Specimen	50	EA	\$ 0(E)	\$0	\$ 0
6	Training (quarterly)	4	EA	\$ 750(B)	\$ 3000	\$ 9000
7	Expert Witness	5	EA	\$275/hr (C)	\$ 1375	\$ 4125
8	Litigation Package	80	HR	\$ 35/\$500 ea(D)	\$ 2800	\$ 8400
Grand Total Zone 4:						\$ 95,575

OPTIONAL

Mobile Unit Services are options that may or may not be purchased for the Drug and Alcohol Testing Services being offered by the Vendor; these services may be utilized in addition to the services utilized above. The Tollway estimates that the usage of these services would be one (1) occurrence per year during the term of the contract. Bidders are not required to bid this option. Bid award for Mobile Unit shall be made in the best interest of the State. The award shall be based on the service that best suits the needs of the Tollway.

Line #	Description	Estimated Usage per Year	Unit of measure	Unit Price	Annual Extension (Estimated Usage x Unit Price)	Three Year Extension (Annual Extension x 3 years)
1	Zone 1 Mobile Unit	1	EA	\$	\$	\$
2	Zone 2 Mobile Unit	1	EA	\$	\$	\$
3	Zone 3 Mobile Unit	1	EA	\$	\$	\$
4	Zone 4 Mobile Unit	1	EA	\$	\$	\$
Total Optional Mobile Unit:						\$ NO BID

No mobile unit available, but scheduled on-site testing is available at all locations. Fees available on request.

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 \$ 354,525. 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: \$354,525

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 will be allowed for the renewal term.

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

Handwritten initials: RJ and SW

MAXIMUM AMOUNT: Vendor's compensation for (services) under this Contract shall not exceed \$ 400,000 during the initial term without a formal amendment.

Handwritten note: \$425,430.00

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of three (3) years, anticipated as January 1, 2019 to December 31, 2021. 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.

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:	Contract Administrator
Address:	PO Box 3094
City, State Zip	Lisle, IL 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:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Toll Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.
- 4.11 INSURANCE:** The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation 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 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 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.
- 4.21 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.
- 4.22 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.
- 4.23 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.

4.24 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.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. 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.

4.25.2. 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.

4.25.3. 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.

4.26 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.

4.27 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.
- Tollway Specific Terms and Conditions
- Other (describe)

5.1 TOLLWAY SUPPLEMENTAL PROVISIONS:

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

5.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.2.1 Order of Precedence:

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

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

5.2.2 Agents and Employees:

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

5.2.3 Publicity:

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

5.2.4 Consultation:

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

5.2.5 Third Party Beneficiaries:

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

5.2.6 Successors in Interest:

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

5.2.7 Vendor's Termination Duties:

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

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

- 5.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;
 - 5.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
 - 5.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
 - 5.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.
- 5.2.8. Inspector General:
The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

5.3 OVERTIME:

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

5.4 VENUE AND ILLINOIS LAW:

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

- 5.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.
- 5.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are 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 A
COLLECTION SITE LOCATIONS**

Bidder shall provide a list of testing sites that shall be within thirty (30) miles of each Location listed in each of the Zones bid, outlined in section 1.4. List shall include a location with full address at time of bid. This is so the agency can verify the location of the primary collection sites. Contact person, phone number, and fax number may be provided at a later date. If locations for the primary collection sites are not able to be verified prior to contract award, the bidder may be found non-responsive. Attach additional sheets as necessary.

***See attached. All sites equipped to perform
DOT Urine and Breath Alcohol Tests***

Zone Bid: _____

Primary Collection Site: _____

DOT Testing Site: Yes No

Address: _____

Contact: _____

Phone Number: _____

Fax Number: _____

Days and Hours of Operation:

Day:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours:							

Alternate Collection Site: _____

DOT Testing Site: Yes No

Address: _____

Contact: _____

Phone Number: _____

Fax Number: _____

Days and Hours of Operation:

Day:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours:							

**ILLINOIS TOLLWAY
ATTACHMENT B
MANDATORY REQUIREMENTS COMPLIANCE MATRIX**

Bidders, as part of their response, shall review the Mandatory Requirements Compliance Matrix (Attachment B), indicate capability of performing each item by checking "Will Comply", and submit it with the bid. Failure to submit the completed matrix, or failure check "Will Comply" to each item, shall deem the bid non-responsive.

No.	Description	Mandatory Compliance Requirements	Response
1	Service Level Agreements	Bidder shall provide Service Level Agreements (SLAs) that include, but are not limited to, uptime, information accuracy, help desk response time, system patching, and termination of access rights upon request.	<input checked="" type="checkbox"/> Will Comply
2	Security	Bidder shall provide details of their Security program to include, but not be limited to, policies, access rights review, timely termination, remote access provisions, patching program, encryption (storage, transmission) and network/ systems monitoring upon request.	<input checked="" type="checkbox"/> Will Comply
3	Confidentiality	Bidder shall provide details on how they ensure only personnel with a need to know have access to Tollway data. In addition, the Bidder can provide details of how they comply with the Illinois State Personal Information Protection Act (815 ILCS530) and Identity Protection Act (5 ILCS179) upon request.	<input checked="" type="checkbox"/> Will Comply
4	Incident Response	Bidder shall provide their Incident Response plan that includes, but not limited to, detailed procedures on detecting, reporting, communications, containing, restoring and preventing recurrence upon request.	<input checked="" type="checkbox"/> Will Comply
5	Liability	Bidder shall provide a detailed response in regards to a security incident occurrence. This shall include the response time and restitutions to agency which may include, but is not limited to financial compensation, credit monitoring, etc. upon request.	<input checked="" type="checkbox"/> Will Comply
6	Breach Disclosure	Bidder shall inform the Tollway within four (4) hours of declaring that a security breach has occurred. The bidder shall provide the Tollway with updates regarding the breach and containment status as needed.	<input checked="" type="checkbox"/> Will Comply

**ILLINOIS TOLLWAY
ATTACHMENT B
MANDATORY REQUIREMENTS COMPLIANCE MATRIX**

No.	Description	Mandatory Compliance Requirements	Response
7	Business Continuity	Bidder shall provide details of their business continuity program including, but not limited to, backup and restoration processes upon request.	<input checked="" type="checkbox"/> Will Comply
8	Log & Audit Trails	Bidder shall provide details on their logging process to include, but not limited to, logging of admin access, change management and other security related events upon request. Bidder shall maintain records and audit trails for a minimum of one (1) year.	<input checked="" type="checkbox"/> Will Comply
9	Compliance Requirements	Bidder shall provide the data center's applicable compliance requirements and framework used to manage the Tollway's data (i.e. SAS, ISO-27001, PCI).	<input checked="" type="checkbox"/> Will Comply
10	End of Service Support	Bidder shall provide a detailed response on delivery of contract files to the agency at the end-of-service period with data file format and time period for distribution of these files. Files shall contain detailed employee information, such as name, date of test, where test was administered, and results of test.	<input checked="" type="checkbox"/> Will Comply

Attachment A: Illinois Tollway Drug and Alcohol Collection Sites - Proposed by InOut Labs

Site	Address	Mile Post	Interstate	City	Collection Site	Hours
PLZ-41	163 rd Street	Milepost 5.5	1-294	Markham	Back To Health Chiropractic Medical Center 12647 South Justine Street Calumet Park IL 60827 7084892225 Fax 708-489-2610 Dr. Wilburn	MON-THU 9:00AM-5:00PM FRI 9:00AM-12:00PM
M-01	127 th Street	Milepost 12.5	1-294	Alsip	Back To Health Chiropractic Medical Center 12647 South Justine Street Calumet Park IL 60827 7084892225 Fax 708-489-2610 Dr. Wilburn	MON-THU 9:00AM-5:00PM FRI 9:00AM-12:00PM
PLZ-36	82 nd Street	Milepost 20.0	1-294	Justice	Workright Occupational Health Services 6555 S. Willow Springs Rd Countryside II 60525 7085794900 Fax 708-579-4901 (all locations) Rich Durante	MON-FRI 7:00AM-7:00PM
PLZ-39	83 rd Street (Mainline)	Milepost 20.0	1-294	Justice	Workright Occupational Health Services 6555 S. Willow Springs Rd Countryside II 60525 7085794900 Fax 708-579-4901 (all locations) Rich Durante	MON-FRI 7:00AM-7:00PM
M-02	22 nd Street	Milepost 30.0	1-294	Hillside	Workright Occupational Health Services 6555 S. Willow Springs Rd Countryside II 60525 7085794900 Fax 708-579-4901 (all locations) Rich Durante	MON-FRI 7:00AM-7:00PM
PLZ-35	Cermak Road (Mainline)	Milepost 30.0	1-294	Hillside	Workright Occupational Health Services 6555 S. Willow Springs Rd Countryside II 60525 7085794900 Fax 708-579-4901 (all locations) Rich Durante	MON-FRI 7:00AM-7:00PM
PLZ-43	Interstate 80 Westbound	Milepost 5.0 Spur	Jan-80	Hazel Crest	Back To Health Chiropractic Medical Center 12647 South Justine Street Calumet Park IL 60827 7084892225 fax 708-489-2610 Dr. Wilburn	MON-THU 9:00AM-5:00PM FRI 9:00AM-12:00PM

Attachment A: Illinois Tollway Drug and Alcohol Collection Sites - Proposed by InOut Labs

Site	Address	Mile Post	Interstate	City	Collection Site	Hours
PLZ-45	Interstate 80 Eastbound	Milepost 5.0 Spur	I-80	Hazel Crest	Back To Health Chiropractic Medical Center 12647 South Justine Street Calumet Park IL 60827 7084892225 fax 708-489-2610 Dr. Wilburn	MON-THU 9:00AM-5:00PM FRI 9:00AM-12:00PM
PLZ-33	Irving Park Rd (Mainline)	Milepost 39.0	I-294	Schiller Park	Allia Drug Testing 7036 West Belmont Avenue Chicago IL 60634 7083202334 Fax 7083202413 Alfonso Arce	M-Th 8am - 4 pm F 8am - 3 pm
PLZ-29	Touhy Avenue (Mainline)	Milepost 41.5	I-294	Park Ridge	InOut Labs 6449 Dempster St Morton Grove, IL 60053 847-657-7900 fax 847-410-8650 Tim Thoelecke	MON-THURS 8:30-5:30 FRI 8-4
M-03	Touhy Avenue	Milepost 42.0	I-294	Park Ridge	InOut Labs 6449 Dempster St Morton Grove, IL 60053 847-657-7900 fax 847-410-8650 Tim Thoelecke	MON-THURS 8:30-5:30 FRI 8-4
PLZ-24	Eden's Spur	Milepost 53.5	I-94	Deerfield	Epic Urgent Care - 770 East Dundee Road Palatine IL 60074 7087337750 Fax 708 745 3308 Jennifer Minnici	Mon - Fri 9:00am - 7:00pm Saturday 9:00am - 2:00pm
M-04	Rt. 132 (Grand Avenue)	Milepost 69.5	I-94	Gurnee	ARCPoint Labs - 1659 Northwind Boulevard Libertyville IL 60048 8474850808 Fax: 224-433-6015 Steve Slater - Debra manager	Mon-Fri 8:30AM - 5:00PM
PLZ-21	Waukegan (Mainline)	Milepost 73.5	I-94	Wadsworth	ARCPoint Labs - 1659 Northwind Boulevard Libertyville IL 60048 8474850808 Fax: 224-433-6015 Steve Slater - Debra manager	Mon-Fri 8:30AM - 5:00PM

Attachment A: Illinois Tollway Drug and Alcohol Collection Sites - Proposed by InOut Labs

Site	Address	Mile Post	Interstate	City	Collection Site	Hours
PLZ-19	River Road (Mainline)	Milepost 0.5	I-90	Park Ridge	InOut Labs 6449 Dempster St Morton Grove, IL 60053 847-657-7900 fax 847-410-8650 Tim Thoelecke	MON-THURS 8:30-5:30 FRI 8-4
PLZ-17	Devon Avenue (Mainline)	Milepost 1.5	I-90	Des Plaines	True Test Labs Of Elk Grove Village 2256 Landmeier Road Elk Grove Village IL 60007 8472583966 Mike Gammel	Mon- Fri 8:30-4:30
M-05	Route 53 (Rohwing Road)	Milepost 11.0	I-90	Arlington Heights	Epic Urgent Care - 770 East Dundee Road Palatine IL 60074 7087337750 Fax 708 745 3308 Jennifer Mineci	Mon - Fri 9:00am - 7:00pm Saturday 9:00am - 2:00pm
M-16	Blesterfield Rd. & I-290	1-290 exit 4	1-290	Elk Grove	True Test Labs Of Elk Grove Village 2256 Landmeier Road Elk Grove Village IL 60007 8472583966 Mike Gammel	Mon- Fri 8:30-4:30
PLZ-51	York Road (Mainline)	Milepost 138	Jan-88	Oak Brook	Workright Occupational Health Services 6555 S. Willow Springs Rd Countryside Il 60525 7085794900 Fax 708-579-4901 (all locations) Rich Durante	MON-FRI 7:00AM-7:00PM
M-08	Naperville Road	Milepost 127.5	I-88	Naperville	Premier Occupational Health - Bolingbrook 550 E Boughton Road Bolingbrook Il 60440 6309720733 Fax 630-972-0749 Sandra Martinez	MON-FRI 7:00AM-7:00PM SAT 9:00AM-2:00PM
M-14	3450 Finley Road	Milepost 21.9	1-355	Downers Grove	Premier Occupational Health - Bolingbrook 550 E Boughton Road Bolingbrook IL 60440 6309720733 Fax 630-972-0749 Sandra Martinez	MON-FRI 7:00AM-7:00PM SAT 9:00AM-2:00PM
PLZ-73	Army Trail Road (Mainline)	Milepost 29.8	1-355	Addison	Physician's Immediate Care 335 E. Army Trail Road Glendale Heights, IL 60139 Phone: (630) 735-1400 Fax: (847) 285-1635	Monday - Friday: 7:30 AM - 8:00 PM Saturday - Sunday: 8:00 AM - 4:00 PM

Attachment A: Illinois Tollway Drug and Alcohol Collection Sites - Proposed by InOut Labs

Site	Address	Mile Post	Interstate	City	Collection Site	Hours
PLZ-75	A/B North Avenue	Milepost 28	1-355	Lombard	Physician's Immediate Care 335 E. Army Trail Road Glendale Heights, IL 60139 Phone: (630) 735-1400 Fax: (847) 285-1635	Monday - Friday: 7:30 AM - 8:00 PM Saturday - Sunday: 8:00 AM - 4:00 PM
PLZ-61	Annex Aurora	Milepost 117.5	I-88	North Aurora	Physician's Immediate Care 2853 Kirk Road Aurora, IL 60502 (Directions) Phone: (630) 423-3030 Fax: (630) 800-1201	Monday - Friday: 7:30 AM - 8:00 PM Saturday - Sunday: 8:00 AM - 4:00 PM
PLZ-52	Meyers Road	Milepost 135	I-88	Oakbrook	Workright Occupational Health Services 6555 S. Willow Springs Rd Countryside II 60525 7085794900 Fax 708-579-4901 (all locations) Rich Durante	MON-FRI 7:00AM-7:00PM
PLZ-89	Annex Boughton Road	Milepost 14.4	1-355	Bolingbrook	Premier Occupational Health - Bolingbrook 550 E Boughton Road Bolingbrook IL 60440 6309720733 Fax 630-972-0749 Sandra Martinez	MON-FRI 7:00AM-7:00PM SAT 9:00AM-2:00PM
PLZ-99	Annex Spring Road	Milepost 3.5	1-355	Lockport	Chicagoland Drug Testing 32 Uno Circle Joliet IL 60435 8157440738 fax 8157255864 Marcia Smith	MON-FRI 8:00AM-5:00PM
M-11	Annie Glidden Road	Milepost 91.5	I-88	Dekalb	Physician's Immediate Care 2496 Dekalb Ave Sycamore IL 60178 8157541122 fax: (815) 787-3678 Corp office Renee or Erica 815-654-2300	Monday - Friday: 8:00 AM - 8:00 PM Saturday - Sunday: 7:30 AM - 4:00 PM
M-12	Route 26	Milepost 54.0	I-88	Dixon	Physician's Immediate Care 1672 S Galena Ave Dixon, IL 61021 Phone: (815) 564-2663 Fax (815) 677-9899 corp office Renee or Erica 815-654-2300	Monday - Friday: 7:30 AM - 8:00 PM Saturday - Sunday: 8:00 AM - 4:00 PM

Attachment A: Illinois Tollway Drug and Alcohol Collection Sites - Proposed by InOut Labs

Site	Address	Mile Post	Interstate	City	Collection Site	Hours
PLZ-69	Route: 26	Milepost 54.0	I-88	Dixon	Physician's Immediate Care 1672 S Galena Ave Dixon, IL 61021 Phone: (815) 564-2663 Fax: (815) 677-9899 corp office Renee or Erica 815-654-2300	Monday - Friday: 7:30 AM - 8:00 PM Saturday - Sunday: 8:00 AM - 4:00 PM
PLZ-09	Elgin (Mainline)	Milepost 25.0	I-90	Elgin	Physician's Immediate Care 2490 Bushwood Drive Elgin, IL 60124 (Directions) Phone: (224) 293-5200 Fax: (847) 428-2432 corp office Renee or Erica 815-654-2300	Monday - Friday: 7:30 AM - 8:00 PM Saturday - Sunday: 7:30 AM - 4:00 PM
M-06	Route 20	Milepost 36.5	I-90	Hampshire	Advocate Sherman 2320 Royal Blvd Elgin IL 60123 2247834427 Fax 224-783-4443 Deanna Kick 224-783-4427	MON-FRI 7:00AM-10:30PM SAT, TUE, SUN 7:30AM-5:00PM
PLZ-07	Marengo (Mainline)	Milepost 41.0	I-90	Marengo	Physicians Immediate Care 1663 Belvidere Road Belvidere IL 61008 8155440040 (815) 544-0048 corp office Renee or Erica 815-654-2300	PHYS MON-FRI 7:30AM- 8:00PM; SAT-SUN 7:30AM-2:00PM
PLZ-05	Belvidere Road	Milepost 55.5	I-90	Belvidere	Any Lab Test Now 6254 E Riverside Blvd Loves Park IL 61111 8153978370 fax 8153951459 Sela Bhalavat	MON-FRI 8:00AM-6:00PM SAT 8:00AM-1:00PM
M-07	Route 20	Milepost 63.5	I-90	Rockford	Any Lab Test Now 6254 E Riverside Blvd Loves Park IL 61111 8153978370 fax 8153951459 Sela Bhalavat	MON-FRI 8:00AM-6:00PM SAT 8:00AM-1:00PM
PLZ-01	South Beloit (Mainline)	Milepost 75.5	I-90	South Beloit	Any Lab Test Now 6254 E Riverside Blvd Loves Park IL 61111 8153978370 fax 8153951459 Sela Bhalavat	MON-FRI 8:00AM-6:00PM SAT 8:00AM-1:00PM

Attachment A: Illinois Tollway Drug and Alcohol Collection Sites - Proposed by InOut Labs

Site	Address	Mile Post	Interstate	City	Collection Site	Hours
PLZ-66	Annie Glidden Road	Milepost 93	I-88	De Kalb	Physician's Immediate Care 2496 Dekalb Ave Sycamore IL 60178 8157541122 fax: (815) 787-3678 Corp office Renee or Erica 815-654-2300	Monday - Friday: 8:00 AM - 8:00 PM Saturday - Sunday: 7:30 AM - 4:00 PM
Central Warehouse	4 S. 496 Naperville Road		I-88	Naperville	Premier Occupational Health - Bolingbrook 550 E Boughton Road Bolingbrook IL 60440 6309720733 Fax 630-972-0749 Sandra Martinez	MON-FRI 7:00AM-7:00PM SAT 9:00AM-2:00PM
Central Administration	2700 Ogden Avenue		I-355	Downers Grove	Workright Occupational Health Services 6555 S. Willow Springs Rd Countryside II 60525 7085794900 Fax 708-579-4901 (all locations) Rich Durante	MON-FRI 7:00AM-7:00PM

CERTIFICATE
of TRAINING

This certifies that
SUZANNE MARCUS

Has successfully completed the
BREATH ALCOHOL TECHNICIAN TRAINING COURSE

held on June 8, 2017

PROFICIENT IN THE OPERATION OF THE JUPITER
ALCOVISOOR EVIDENTIAL BREATH TESTING DEVICE,
DRY GAS EXTERNAL CALIBRATION CHECK &
CALIBRATIONS
CERTIFICATE EXPIRES IN

June 8, 2017

DATE

INSTRUCTOR/CERTIFIED BAT TRAINER

CERTIFICATE
of TRAINING

This certifies that

AILEEN PAYOYO

Has successfully completed the

BAT/EBT TECHNICIAN TRAINING COURSE

held on February 16, 2018

PROFICIENT IN THE OPERATION OF THE JUPITER
ALCOVISOE EVIDENTIAL BREATH TESTING DEVICE,
DRY GAS EXTERNAL CALIBRATION CHECK &
CALIBRATIONS.

CERTIFICATE EXPIRES 2/15/23

February 16, 2018

DATE

INSTRUCTOR/CERTIFIED BAT TRAINER



C E R T I F I C A T E
of T R A I N I N G

This certifies that
TIMOTHY N THOLECKE JR

BREATH ALCOHOL TECHNICIAN TRAINING COURSE

held on December 13, 2017

PROFICIENT IN THE OPERATION OF THE JUPITER
ALCOVISOE EVIDENTIAL BREATH TESTING DEVICE,
DRY GAS EXTERNAL CALIBRATION CHECK &
CALIBRATIONS.
CERTIFICATE EXPIRES IN 5 YEARS

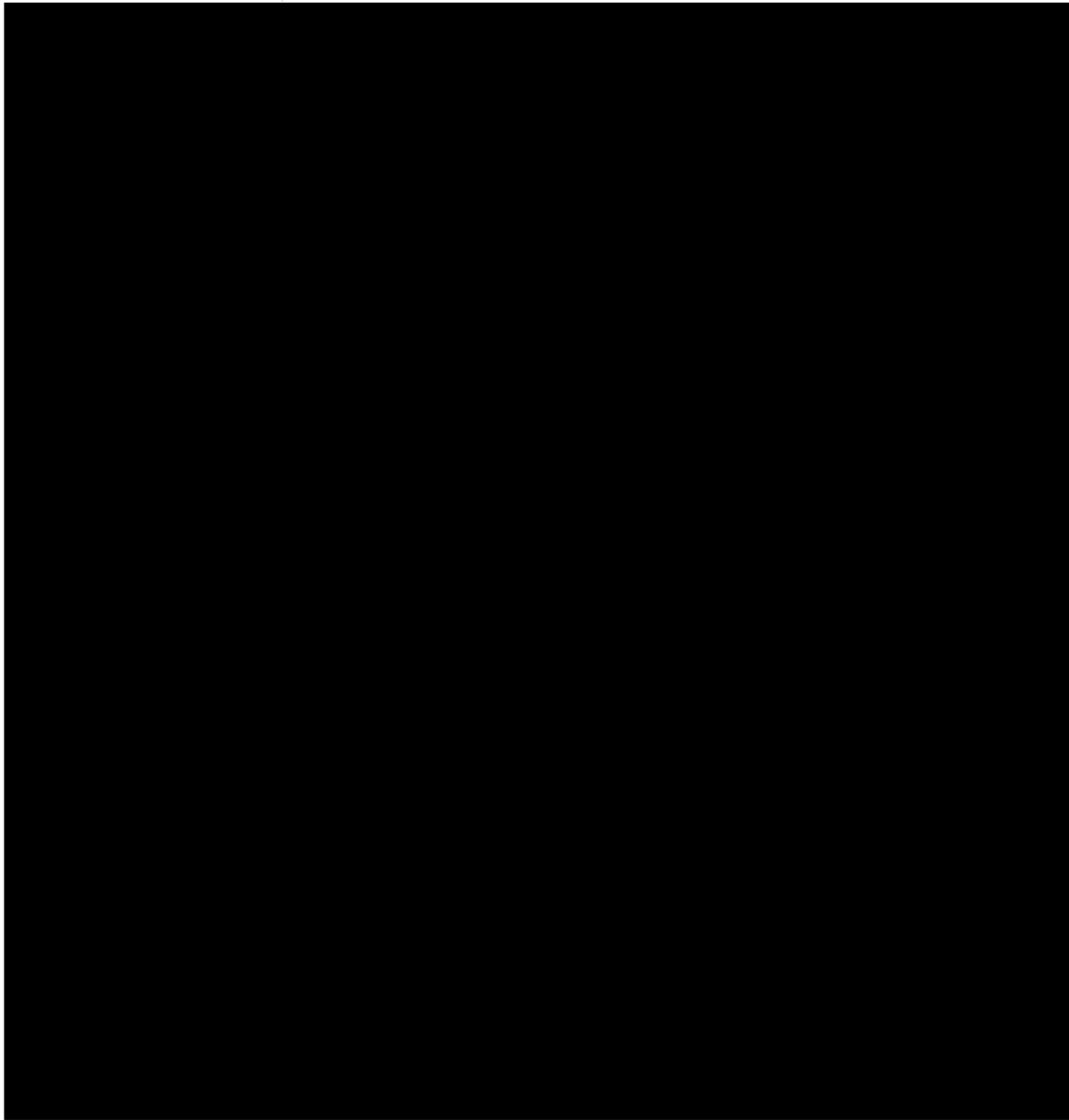
December 13, 2017
DATE

INSTRUCTOR/CERTIFIED BAT TRAINER



David R. Nahin, M.D.

Chief Medical Review Officer



Melissa Sabus

Our team

Janelle Jaworski,

Previous page

M.D.

additional two-year period on August 17, 2018.

It is determined that the National Cancer Institute Council of Research Advocates is in the public interest in connection with the performance of duties imposed on the National Cancer Institute and National Institutes of Health by law, and that these duties can best be performed through the advice and counsel of this group.

Inquiries may be directed to Claire Harris, Acting Director, Office of Federal Advisory Committee Policy, Office of the Director, National Institutes of Health, 6701 Democracy Boulevard, Suite 1000, Bethesda, Maryland 20892 (Mail) Stop Code 4875, harrisc@nih.gov or Telephone (301) 496-2123.

Dated: September 26, 2018.
Melanie J. Pantaja,
Program Analyst, Office of Federal Advisory Committee Policy.

[FR Doc. 2018-21372 Filed 10-1-18; 8:45 am]
BILLING CODE 4140-01-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Substance Abuse and Mental Health Services Administration

Current List of HHS-Certified Laboratories and Instrumented Initial Testing Facilities Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies

AGENCY: Substance Abuse and Mental Health Services Administration, HHS.

ACTION: Notice.

SUMMARY: The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and instrumented initial testing facilities (IITF) currently certified to meet the standards of the Mandatory Drug Testing for Federal Workplace Drug Testing Programs (Mandatory Guidelines).

A notice listing all currently HHS-certified laboratories and IITFs is published in the **Federal Register** during the first week of each month. If any laboratory or IITF certification is suspended or revoked, the laboratory or IITF will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any laboratory or IITF has withdrawn from the HHS National Laboratory Certification Program (NLCIP) during the past month, it will be listed at the end and will be omitted from the monthly listing thereafter.

This notice is also available on the internet at <http://www.samhsa.gov/workplace>.

FOR FURTHER INFORMATION CONTACT:

Charles Lodićo, Division of Workplace Programs, SAMHSA/CSAP, 5600 Fishers Lane, Room 16N02C, Rockville, Maryland 20857; 240-276-2600 (voice).

SUPPLEMENTARY INFORMATION: The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and instrumented initial testing facilities (IITF) currently certified to meet the standards of the Mandatory Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the **Federal Register** on April 11, 1988 (53 FR 11970), and subsequently revised in FR 129908; September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); April 23, 2010 (75 FR 22809); and on January 23, 2017 (82 FR 7920).

The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71. The "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended in the revisions listed above, requires strict standards that laboratories and IITFs must meet in order to conduct drug and specimen validity tests on urine specimens for federal agencies.

To become certified, an applicant laboratory or IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a laboratory or IITF must participate in a quarterly performance on-site inspections.

Laboratories and IITFs in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A HHS-certified laboratory or IITF must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA), which attests that it has met minimum standards. In accordance with the Mandatory Guidelines dated January 23, 2017 (82 FR 7920), the following HHS-certified laboratories and IITFs meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

HHS-Certified Instrumented Initial Testing Facilities

DynaCare, 6628 50th Street NW, Edmonton, AB Canada T6B 2N7, 780-

784-1190 (Formerly: Gamma-DynaCare Medical Laboratories)

HHS-Certified Laboratories

ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 844-486-9226

Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130 (Formerly: Kroil Laboratory Specialists, Inc.; Scientific Testing Laboratories, Inc.; Kroil Scientific Testing Laboratories, Inc.)

Baptist Medical Center-Toxicology Laboratory, 11401 I-30, Little Rock, AR 72209-7056, 501-202-2783 (Formerly: Forensic Toxicology Laboratory Baptist Medical Center) Clinical Reference Laboratory, Inc., 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917

Cordant Health Solutions, 2617 East L Street, Tacoma, WA 98421, 800-442-0438 (Formerly: STERLING Reference Laboratories) DrugScan, Inc., 200 Precision Road, Suite 200, Horsham, PA 19044, 800-235-4890

DynaCare*, 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630 (Formerly: Gamma-DynaCare Medical Laboratories) ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662-236-2609

Laboratory Corporation of America Holdings, 7207 N Gessner Road, Houston, TX 77040, 713-856-8288/800-800-2387

Laboratory Corporation of America (Formerly: Roche Biomedical Laboratories, Inc.; CompuChem Laboratories, Inc.; CompuChem Testing Services, Inc.; CompuChem (Formerly: LabCorp Occupational Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group) Holdings, 1120 Main Street, Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042/800-233-6339 (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center)

LabOne, Inc. d/b/a Quest Diagnostics,
10101 Renner Blvd., Lenexa, KS
66219, 913-888-3927/800-873-8845
(Formerly: Quest Diagnostics
Incorporated; LabOne, Inc.; Center for
Laboratory Services, a Division of
LabOne, Inc.)

MedTox Laboratories, Inc., 402 W.
County Road D, St. Paul, MN 55112,
651-636-7466/800-832-3244
Legacy Laboratory Services—MetroLab,
1225 NE 2nd Ave., Portland, OR
97232, 503-413-5295/800-950-5295
Minneapolis Veterans Affairs Medical
Center, Forensic Toxicology
Laboratory, 1 Veterans Drive,
Minneapolis, MN 55417, 612-725-
2088, Testing for Veterans Affairs
(VA) Employees Only
National Toxicology Laboratories, Inc.,
1100 California Ave., Bakersfield, CA
93304, 661-322-4250/800-350-3515
One Source Toxicology Laboratory, Inc.,
1213 Genoa-Red Bluff, Pasadena, TX
77504, 888-747-3774 (Formerly:
University of Texas Medical Branch,
Clinical Chemistry Division; UTMB
Pathology-Toxicology Laboratory)
Pacific Toxicology Laboratories, 9348
DeSoto Ave., Chatsworth, CA 91311,
800-328-6942 (Formerly: Centinela
Hospital Airport Toxicology
Laboratory)
Pathology Associates Medical
Laboratories, 110 West Cliff Dr.,
Spokane, WA 99204, 509-755-8991/
800-541-7891x7
Phamatech, Inc., 15175 Innovation
Drive, San Diego, CA 92128, 888-
635-5840
Quest Diagnostics Incorporated, 1777
Montreal Circle, Tucker, GA 30084,
800-729-6432 (Formerly: SmithKline
Beecham Clinical Laboratories;
SmithKline Bio-Science Laboratories)
Quest Diagnostics Incorporated, 400
Egypt Road, Norristown, PA 19403,
610-631-4600/877-642-2216
(Formerly: SmithKline Beecham
Clinical Laboratories; SmithKline Bio-
Science Laboratories)
Redwood Toxicology Laboratory, 3700
Westwind Blvd., Santa Rosa, CA
95403, 800-255-2159
U.S. Army Forensic Toxicology Drug
Testing Laboratory, 2490 Wilson St.,
Fort George G. Meade, MD 20755-
5235, 301-677-7085, Testing for
Department of Defense (DoD)
Employees Only

Charles P. LoDico,
Chemist.

[FR Doc. 2018-21345 Filed 10-1-18; 8:45 am]

BILLING CODE 4162-20-P

* The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998.

DEPARTMENT OF HOMELAND SECURITY

Coast Guard

[USCG-2017-0894]

RIN 1625-ZA37

Update to the 2016 National Preparedness for Response Exercise Program (PREP) Guidelines

AGENCY: Coast Guard, DHS.

ACTION: Notice of availability of the 2016.1 PREP Guidelines.

SUMMARY: The Coast Guard announces the availability of the final 2016.1 National Preparedness for Response Exercise Program (PREP) Guidelines. The Coast Guard publishes this notice on behalf of the Preparedness for Response Exercise Program Compliance, Coordination, and Consistency Committee (PREP 4C). The PREP 4C includes representatives from the Coast Guard under the Department of Homeland Security, the Environmental Protection Agency, the Pipeline and Hazardous Materials Safety Administration under the Department of Transportation, and the Bureau of Safety and Environmental Enforcement under the Department of the Interior.

DATES: The 2016.1 PREP Guidelines are effective on October 1, 2018.

ADDRESSES: To view the 2016.1 PREP Guidelines, as well as documents mentioned in this notice as being available in the docket, go to <http://www.regulations.gov>, type "USCG-2017-0894" and click "Search." Then click the "Open Docket Folder."

FOR FURTHER INFORMATION CONTACT: For information about the 2016.1 PREP Guidelines, call Mr. Jonathan Smith, Office of Marine Environmental

Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with the HHS' NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (**Federal Register**, July 16, 1996) as meeting the minimum standards of the Mandatory Guidelines published in the **Federal Register** on January 23, 2017 (82 FR 7920). After receiving DOT certification, the laboratory will be included in the monthly list of HHS-certified laboratories and participate in the NLCP certification maintenance program.

Response Policy, Coast Guard, telephone 202-372-2675; Mr. Troy Swackhammer, Office of Emergency Management, Regulations Implementation Division, Environmental Protection Agency, telephone 202-564-1966; Mr. John Caplis, Oil Spill Preparedness Division, Bureau of Safety and Environmental Enforcement, telephone 703-787-1364; and Mr. Eddie Murphy, Office of Pipeline Safety, Department of Transportation, telephone 202-366-4595.

SUPPLEMENTARY INFORMATION:

I. Abbreviations

BSEE Bureau of Safety and Environmental Enforcement
CFR Code of Federal Regulations
EPA Environmental Protection Agency
FR Federal Register
HSEEP Homeland Security Exercise and Evaluation Program
IMT Incident Management Team
MSEL Master Scenario Event List
PREP Preparedness for Response Exercise Program
PREP 4C PREP Compliance, Coordination, and Consistency Committee
QI Qualified Individual
RAC Remote Assessment and Consultation
SMFF Salvage and Marine Firefighting
TTX Tabletop exercise

II. Background

On December 22, 2017, the Coast Guard, on behalf of the Preparedness for Response Exercise Program Compliance, Coordination, and Consistency Committee (PREP 4C), published for public comment a draft update to the 2016 PREP Guidelines in the **Federal Register** (82 FR 60693). We referred to the draft update as the "2016.1 PREP Guidelines." On February 26, 2018, the Coast Guard published for public comment (83 FR 8290) an economic analysis of the potential deregulatory savings that may result from the draft update. During the 2 public comment periods, we received 11 comments. One commenter submitted an identical comment three times. Therefore, the docket reflects 13 submissions. All comments are posted on <http://www.regulations.gov> under docket number USCG-2017-0894. Below are our responses to the public comments and a discussion of the changes made as a result of the public comments.

III. Summary of Comments and Changes

Of the 11 comment submissions received over the 2 comment periods, 9 addressed the proposed reduction to the Remote Assessment and Consultation (RAC) drill frequency. Four of these submissions were generally

**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: Timothy N Thoelecke Jr.

Business Name: OOTW, Inc. dba InOut Labs

Taxpayer Identification Number:

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

or

Employer Identification Number [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: 11/2/18

PRESIDENT

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 19-557THA-ADMIN-B-3176 Procurement/Contract #: 17-0059

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: 20520307 IPG Expiration Date: 10/5/2019

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). Yes No

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

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
NA		

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois DCFS	Oral Fluid Instant/Rapid Drug Test Kits	Ongoing. Orig. 6/3018. Extended to 12/31/18	\$19,925	# 18-0105
NA				

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: OOTW, Inc. dba InOut Labs

Phone: 847-657-7900

Street Address: 6449 Dempster St.

Email: tim@inoutlabs.com

City, State, Zip: Morton Grove, IL 60053

Vendor Contact: Tim Thoelecke

Signature



Date: 11/2/18

Printed Name: Timothy N Thoelecke Jr.

Title: President



Information for:

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



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Business Registration Detail

OOTW, Inc.

6449 Dempster St.
Morton Grove, IL 60053

Last Activity: 10/24/2017 2:48:54 PM

Business Status: Active

[View Business Status History](#)

Affiliate List

<p>Timothy N. Thoeleck 1301 Hawthorne Lane Glenview, IL 60025</p>
--

[View Full Affiliate List](#)

100 Most Recent Activities

10/24/2017 2:49:34 PM

Certificate Produced

10/24/2017 2:48:54 PM

Timothy Thoeleck added as an affiliated person.

10/24/2017 2:47:26 PM

OOTW, Inc. added as a Business.

[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](#)

RUN DATE: 05/12/2017
RUN TIME: 10:25

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
PURCHASING
PURCHASE REQUISITION

REPORT: SMPOR
PAGE: 4

NEED NUMBER 853393
FUND ACCOUNT 01
OLD PROJECT NUMBER
C.P. NUMBER.....
REQUESTING LOCATION ... ADM ADMINISTRATION
REQUISITIONER LENAHAN
SHIP TO ADM
VENDOR'S INVOICE

NEED C.P. PROJ ACCT ITEM DESCRIPTION / ESTIMATED LAST ORDER LAST ORD ** FILL IN **
LINE NUMBER NO. CC NO. NUMBER QTY U/M COMMENTS UNIT COST EMERG NUMBER DATE ORDER NUMBER

1 0000 34 50001 0999999 000001 EA DRUG & ALCOHOL TESTING 135,000.00000 NO
DRUG & ALCOHOL TESTING
DRUG & ALCOHOL TESTING SV
CC FOR THE TOLLWAY'S ESTI
MATED REQUIREMENTS FOR PR
E-EMPLOYMENT, RANDOM, PCS
I-ACCIDENT AND REASONABLE
SUSPICION. TO INCLUDE MO
BILE TESTING UNIT TO BE A
AVAILABLE FOR TESTING
ACCIDENT AND REASONABLE
SUSPICION INCIDENTS AFTER
HOURS WHEN THERE IS NO T
ESTING FACILITY IN THE AR
EA. CONTRACT FOR A PERIOD
OF 3 YEARS TO BEGIN 1-1-
2020 THRU 12-31-2023
A TWO YEAR RENEWAL OPTIO
N. INITIAL CONTRACT 3 YEA
RS AT AN ESTIMATED \$45,00
0.00 PER YEAR

NEED 853393 Approved BY: GREG BEDALOV 05/11/2017
NEED 853393 Approved BY: DEBBIE ALLEN 05/08/2017