

09/28/17

6.2/3

RESOLUTION NO. 21353



**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Aluminum Extrusions. Pursuant to the Tollway's Invitation for Bid No. 17-0136, the Tollway has determined that MDSolutions Inc. is the lowest responsive and responsible bidder for Aluminum Extrusions for an upper limit of compensation not to exceed \$558,442.54.

**Resolution**

The bid from MDSolutions Inc. for the purchase of Aluminum Extrusions is accepted. Contract No. 17-0136 is approved in an amount not to exceed \$558,442.54. 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  
Aluminum Extrusions  
Contract # 17-0136

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

Contractor uses Illinois Procurement Gateway Certifications and Disclosures?

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

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

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

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Aluminum Extrusions

Contract # 17-0136

VENDOR

Vendor Name: Click here to enter text. <i>MDO Solutions</i>	Address: Click here to enter text. <i>8225 Estates Parkway Plain City, OH 43064</i>
Signature:	Phone: Click here to enter text. <i>614-873-2222</i>
Printed Name: Click here to enter text. <i>Neil Lacy</i>	Fax: Click here to enter text. <i>614-873-2220</i>
Title: Click here to enter text. <i>Sales</i>	Email: Click here to enter text. <i>Neil@md-sols.com</i>
Date: <i>8-15-17</i>	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: : 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date: <i>11/5/18</i>
Printed Name: Greg Bedalov	
Official's Title: Executive Director	
Approved as to Form and Constitutionality	
Legal Signature:	Date: <i>11-13-2017</i>
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature:	Date: <i>11-20-17</i>
Finance Printed Name: Michael J. Cofsch	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature:	Date: <i>11/16/17</i>
Legal Printed Name: Elizabeth M. S. Oplawski	
Legal's Title: Acting General Counsel	
Procurement Signature:	Date: <i>11/5/18</i>
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

TOLLWAY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency Reference # 17-105730

Project Title Aluminum Extrusions

Contract # 17-0136

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

IPB Ref. # 22041057

IPB Publication Date:

Award Code: A

Subcontractor Utilization?  Yes  No

Subcontractor Disclosure?  Yes  No

Funding Source

Obligation #

Small Business Set-Aside?  Yes  No

Minority Owned Business?  Yes  No Percentage

Female-Owned Business?  Yes  No Percentage

Persons With Disabilities Owned Business?  Yes  No Percentage

Other Preferences?

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1. DESCRIPTION OF SUPPLIES AND SERVICES

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

1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Tollway is seeking a vendor to furnish and deliver its estimated requirements of aluminum extrusions, 12" wide, Type B, as specified herein.

This commodity will contribute to the fabrication of roadway signs throughout the various toll roads.

1.2.1. Material Requirements: All materials shall conform to the requirements of the specifications listed herein and shall be subject to random inspection and testing for compliance.

Aluminum sign panel extrusions Type B shown on Attachment A, Drawing shall conform to the requirements of American Society for Testing and Materials (ASTM) Designation: B-221, latest issue, Alloy 6063T-5.

Aluminum sign panels shall be flat and straight, and within commercial tolerances established by the aluminum association in their "Standards for wrought aluminum mill products."

The purchase of these 12" extrusions shall be made in the following estimated lengths and quantities throughout the term of the contract:

Length	Quantity	Total Linear Feet
6' 0'	52 Each	312 LF
6' 6"	31 Each	201.5 LF
7' 0"	19 Each	133 LF
8' 0"	36 Each	288 LF
9' 0"	82 Each	738 LF
9' 6"	4 Each	38 LF
10' 0"	105 Each	1050 LF
10' 6"	6 Each	63 LF
11' 0"	31 Each	341 LF
11' 6"	11 Each	126.5 LF
12' 0"	200 Each	2400 LF
12' 6"	46 Each	575 LF
13' 0"	16 Each	208 LF
13' 6"	13 Each	175.5 LF
14' 0"	102 Each	1428 LF
14' 6"	35 Each	507.5 LF
15' 0"	81 Each	1215 LF
15' 6"	16 Each	248 LF
16' 0"	767 Each	12,272 LF
16' 6"	68 Each	1122 LF
17' 0"	484 Each	8,228 LF
17' 6"	39 Each	682.5 LF
18' 0"	87 Each	1566 LF
18' 6"	5 Each	92.5 LF
19' 0"	107 Each	2033 LF
19' 6"	10 Each	195 LF

Length	Quantity	Total Linear Feet
20' 0"	546 Each	10,920 LF
20' 6"	11 Each	225.5 LF
22' 0"	6 Each	132 LF
23' 0"	50 Each	1150 LF
24' 0"	250 Each	6,000 LF
25' 0"	50 Each	1250 LF
27' 0"	222 Each	5,994 LF
29' 0"	360 Each	10,440 LF
30' 0"	10 Each	300 LF
32' 0"	250 Each	8,000 LF
36' 0"	250 Each	9,000 LF
41' 0"	210 Each	8,610 LF
42' 0"	11 Each	462 LF
46' 0"	14 Each	644 LF
<b>Total Linear Feet:</b>		<b>99,366.50</b>

- 1.2.2. Preparation of Aluminum Extrusions: The aluminum extrusions shall be prepared in accordance with American Society for Testing and Materials (ASTM) B449-93, Class 2.
- Handling of the extrusions shall be done in such manner as to prevent any oil, grease, foreign agents, and contaminants from coming into contact with the metal. Gloves are to be used in the handling process to prevent possible contamination.
- 1.2.3. Drawing – Aluminum Extrusion: Please refer to Attachment A, Drawings, for the specification reference for this solicitation.
- 1.2.4. Quantities: It shall be expressly understood by the bidder that the estimated bid quantities specified in the contract documents are for the purpose of determining the lowest bid and to establish unit prices. The Tollway may, over the term of the Contract, place orders for more or fewer than the estimated quantities stated. The Tollway does not guarantee that any minimum number of quantities shall be ordered from the Vendor. Materials furnished under this contract shall be delivered in multiple deliveries as determined by the needs of the Illinois Tollway. The estimated quantities of this contract shall be based on a period of two (2) years; prices shall remain firm for the term of the contract. The decision to pre-order and hold any inventory rests solely with the Vendor.
- 1.2.5. Return of Goods: The Illinois Tollway may find it necessary to return materials purchased under the contract if they become unusable due to a change in requirement. The Vendor shall agree to credit the purchase price to the Illinois Tollway for any returned items obtained through the contract. It is understood and agreed that such returned items shall be clean, undamaged, and in a saleable condition. This return agreement shall be in effect for a period of ninety (90) days from the termination date of the contract even though the vendor does not hold the contract at the time the return is made.
- 1.2.6. Back orders: Electronic or written notification of backordered Aluminum Extrusions shall be sent immediately to the Tollway. For any back orders for materials manufactured prior to ordering that cannot be filled within ten (10) business days, the Tollway shall have the option of accepting or canceling the backorder or the Tollway may submit a request for a substitute.
- 1.2.7. Mis-shipments and Defective Merchandise: The Vendor shall be responsible for any incorrect or damaged shipments and defective merchandise. The Vendor shall make arrangements with

their common carrier or company personnel to pick-up any unacceptable materials within forty-eight (48) hours of notification.

The Vendor shall replace the incorrect, damaged or defective merchandise or issue a credit within ten (10) business days of the return. If the replacement merchandise or a credit is not received within ten (10) business days, the Tollway shall deduct the amount of the return from any outstanding invoice at the time of payment.

The Tollway shall not be subject to restocking charges due to Vendor error.

The Illinois Tollway shall not pay any restocking charges for incorrect, damaged, or defective items returned under the contract.

1.2.8. Right to Inspect/Reject Goods: The Illinois Tollway reserves the right to inspect the Aluminum Extrusions after delivery to determine whether the material meets the contract specifications. If within thirty (30) days of delivery, the Illinois Tollway determines that any of the material does not meet the contract specifications, the Illinois Tollway at its sole discretion may:

- o Reject the Aluminum Extrusions and return it / them to the Vendor at the Vendor's expense, at which time the Illinois Tollway's obligations to the Vendor as to the rejected goods shall become null and void.

- o Require the Vendor to conform the Aluminum Extrusions to contract specifications. This work shall be performed properly, within time limits established by the Illinois Tollway, and at no cost to the Illinois Tollway.

- o Retain any monies due to the Vendor, the reasonable value of the rejected material, replacement parts, workmanship, or services based upon the contract price.

If within one (1) year after receipt the Illinois Tollway discovers that the Aluminum Extrusions do not meet contract specifications, the Illinois Tollway may request that the Vendor replace the units or affected components to conform to contract specifications, at no charge to the Illinois Tollway. This provision applies to non-conformities discovered while repairing or maintaining the Aluminum Extrusions and which might not be visible through the routine inspection performed upon delivery.

1.3. **MILESTONES AND DELIVERABLES**: Deliveries shall be made within thirty (30) working days after receipt of an order. Vendor shall submit itemized invoices within fifteen (15) days of each delivery to the Tollway. Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532.

1.4. **VENDOR / STAFF SPECIFICATIONS**: N/A

1.5. **TRANSPORTATION AND DELIVERY**: The Illinois Tollway shall place orders at a minimum of 25,000 linear feet or greater. Delivery shall be freight on board (F.O.B.) Destination to the following location: Illinois Tollway Sign Shop (at the Naperville Warehouse), 4 S. 496 Naperville Road, in Naperville, IL 60563, Monday through Friday, 7:00 a.m. to 1:00 p.m. CDT, except State holidays.

1.5.1. **Packaging**: The panels shall be blocked and banded for ease of the site unloading in 300 to 600 pound packages.

1.5.2. Notification: The Illinois Tollway Sign Shop shall notify the vendor when materials are needed. The Illinois Tollway Sign Shop shall be notified three (3) business days prior to the actual date of delivery at (630) 241-6800, extension 3330 or 3331. No deliveries shall be made without this advance notice. Deliveries may be in multiple shipments throughout the duration of this contract.

## 1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized?  Yes  No

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

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

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

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

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

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of

Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

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

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

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

- Location where services will be performed: Click here to enter text  
Value of services performed at this location: Click here to enter text
- Location where services will be performed: Click here to enter text  
Value of services performed at this location: Click here to enter text:

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Pricing shall be submitted in the following format: The Tollway is providing the vendor information in the table below for the purpose of determining a low bidder. Vendor shall bid on all items in order to be considered responsive. Failure to bid on all items shall result in a disqualified bid. The estimated quantities of this contract shall be based on a period of two (2) years; prices shall remain firm for the term of the contract.

Description	Estimated Quantities	Unit Of Measure	Unit Price	Total Amount (Estimated Quantity X Unit Price)
Extrusion, Aluminum 12" Wide, Type B  (Refer to Section 1.2.1. for lengths and estimated quantities of each)	99,367.00	Linear Feet	\$ 5.62	\$ 558,442.54
Total Bid:				\$ 558,442.54

ML NW 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 \$558,442.54. 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 Click here to enter text % discount for payment within Click here to enter text days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1 Vendor's Price for the Initial Term: ~~Click here to enter text~~ \$558,442.54 SW

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: Bid prices shall remain fixed throughout the first twenty-four (24) months of the initial Contract term. For each twelve (12) month anniversary thereafter, annual price adjustments of the Contract pricing may be made after receipt of a written request from the Vendor. A written request for an annual price adjustment must be made no later than sixty (60) calendar days before the



expiration of the initial Contract term and each subsequent twelve (12)-month renewal period.

The annual price adjustment is subject to acceptable performance by the Vendor and contingent upon the Tollway's Board of Directors' approval for the procurement of goods or services provided for in this Contract. If the Vendor does not request a price adjustment within such sixty (60) calendar-day period, the Vendor will not be entitled to a price adjustment for the upcoming year. Annual requests for price adjustments shall be based on the Producer Price Index ("PPI") for "Metals and metal products, Extruded aluminum rod, bar, and other extruded shapes," Series ID: WPU10250162, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") found at <http://www.bls.gov>, although this URL is subject to change. (To access the data, click on Data Tools; under Data Retrieval Tools, click on Series Report. Under Series ID, enter WPU10250162, click next, click Retrieve Data. Should the BLS discontinue the commodity code listed above, the next higher level index shall be used to calculate the price adjustment.

All price adjustment calculations shall be based upon the latest version of the PPI available at the time of the price adjustment. The effective date of an adjustment shall be the first day of the renewal term. If the PPI data is not available for any month of the final three (3) full months of the annual Contract period, the average of the PPI data for the most recent three (3) full months preceding the anniversary of the Contract shall be used in computing the price adjustment. The adjusted Contract price will be determined by performing the following calculation: the original Contract price(s) shall be multiplied by the index percent change and then rounded to two (2) decimal places. The index percent change shall be calculated by subtracting the base period index value from the average index value of the last full three (3) months of the annual Contract period available at the time of the price adjustment and then the result shall be divided by the base period index value. The base period index value for the first allowable price increase is the index value for the start date of the initial term of the Contract and for all subsequent allowable price increase(s). The adjusted Contract price(s) may be higher or lower than the original Contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement shall be calculated in the same manner. In no case shall any price increase for the renewal period exceed 4% of the previous price.

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

2.6

**MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$670,131.05 during the initial term without a formal amendment.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of two (2) years, anticipated as March 1, 2018 to February 28, 2020. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

#### 3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of two (2) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

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

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

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

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



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

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

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

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

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

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

**This statement must be imprinted on the invoice or an attachment attesting to the following statement:**

Invoice# \_\_\_\_\_ Invoice Date \_\_\_\_\_  
"The Seller, \_\_\_\_\_ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

\_\_\_\_\_  
Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

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

Send invoices to:

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

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

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

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

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

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

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

**4.10 INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State 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 submitted to the Tollway for acceptance. All coverages must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

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

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

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

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

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

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

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint 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 subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).



- 4.17 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.20 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 **SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

**4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.



5. STATE SUPPLEMENTAL PROVISIONS

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

5.1 TOLLWAY SUPPLEMENTAL PROVISIONS:

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

5.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.2.1 Order of Precedence:

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

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

5.2.2 Agents and Employees:

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

5.2.3 Publicity:

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

5.2.4 Consultation:

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

5.2.5 Third Party Beneficiaries:

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

5.2.6 Successors in Interest:

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

### 5.2.7 Vendor's Termination Duties:

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

- 5.2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;
- 5.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;
- 5.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
- 5.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

### 5.2.8. Inspector General:

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

## 5.3 OVERTIME:

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

#### 5.4 VENUE AND ILLINOIS LAW:

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

- 5.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.
- 5.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are deleted.
- 5.4.3 The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.5 and 4.29 concerns the Tollway being an appropriated agency, it does not apply.
- 5.4.4 The invoice submission deadline included in the second sentence of above paragraph 4.1.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is stricken. However, the remainder of the paragraph remains in effect.

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

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

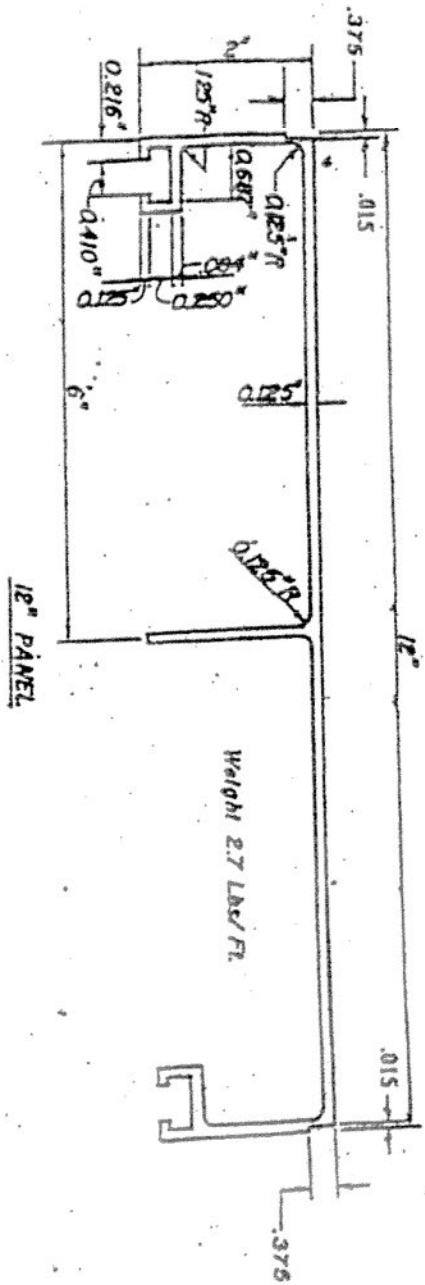
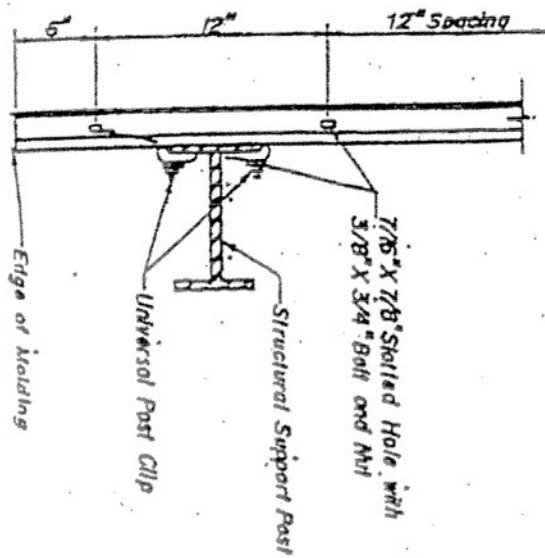
Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant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

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

ILLINOIS TOLLWAY  
 ATTACHMENT A  
 12" ALUMINUM EXTRUSION, TYPE B

SPECIFICATIONS

DRAWING - ALUMINUM EXTRUSION  
TYPE B SIGN PANEL EXTRUSION



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**MDSOLUTIONS INC.**

System Vendor Number: **20107430**

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### Vendor Registration

TYPE	<b>State of Illinois Vendor Registration</b>
DESCRIPTION	<b>Register to do business with the State of Illinois</b>
DATE SUBMITTED	<b>2/22/2019</b>
STATUS	<b>Accepted</b>
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	<b>IPG-0295150</b>
REVIEWER	<b><u>Derek Cima</u></b>
DATE REVIEWED	<b>2/25/2019</b>
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	<b>2/25/2020</b>
FLAG FORM	<b><u>Add Flag</u></b>

### Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	<b>No</b>
REGISTERING AS A	<b>Prime Contractor</b>

### Entity Information

BUSINESS NAME	<b>MDSOLUTIONS INC.</b>
CONTACT FOR THIS SUBMISSION	<b><u>Sheetal Bajoria (change contact)</u></b>
PRIMARY CONTACT EMAIL	<b><u>govt_sales@md-signs.com</u></b>
PHONE	<b>614-873-2222</b>

FAX	
COMPANY EMAIL	govt_sales@md-signs.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	8225 Estates Parkway Plain City, OH 43064 <a href="#">[edit address]</a>

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### Current Vendor Certifications

Type	Effective	Renewal	Organization
MBE	3/2/2017	3/2/2020	State of Illinois Central Management Services

### Forms

View	Form Name	Flagged
<a href="#">View</a>	A - B. Business Information & Additional Information	
<a href="#">View</a>	C. Small Business Set-Aside Program	
<a href="#">View</a>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
<a href="#">View</a>	F - G. Certifications & Board of Elections	
<a href="#">View</a>	H. Iran Disclosure	
<a href="#">View</a>	I. Financial Disclosure & Conflicts of Interest	

### NIGP Codes

NIGP 320	FASTENERS: BOLTS, NUTS, PINS, RIVETS, SCREWS, etc. (INCL, PACKAGING, STRAPPING AND TYING EQUIPMENT AND SUPPLIES)
NIGP 32075	Strapping, Seals, Banding and Tools and Equipment
NIGP 55004	Beads, Glass, Sign and Stripe
NIGP 55012	Clamps and Bolts, U-Type, Large, For Highway Signs
NIGP 55045	Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)
NIGP 55085	Traffic Signal Poles, Standards, and Brackets
NIGP 57044	Posts, Steel: Delineator Markers, Mile Markers, etc.

NIGP 57045	Posts, Metal, Other Than Steel
NIGP 57058	Sign Blanks, Aluminum
NIGP 801	Signs, Sign Materials, Sign Making Equipment, and Related Supplies
NIGP 80100	SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES
NIGP 80109	Blanks, Sign, Metal (See 801-71, 89, and 97 for other Sign Blanks)
NIGP 80112	Brackets and Holders, Sign
NIGP 80130	Posts, Standards, Supports, and Expansion Plugs
NIGP 80140	Sign Faces
NIGP 80150	Sign Material, Reflective, Die Cut, (See 550-45 for Reflective Sheeting for other than Signs)
NIGP 80160	Signs: Construction, Including Roll-Up Type Message Signs
NIGP 80187	Signs, Overhead, Traffic
NIGP 80196	Signs, Traffic, Solar Powered, LED, Flashing, Programmable

### Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

Document	Status
<a href="#">MDSOLUTIONS INC. 2.25.19 - IPG Application Review Sheet.pdf</a>	PDF, 867.15 KB <a href="#">Delete</a> <a href="#">Edit Info</a> Attached by Derek Cima on 2/25/2019

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

### Signature

SIGNATURE                      Sheetal Bajoria  
 TITLE                              President  
 ORGANIZATION                MDSOLUTIONS INC.  
 SIGNATURE DATE              2/22/2019



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**MDSOLUTIONS INC.**

System Vendor Number: **20107430**

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### Vendor Registration

FORM NAME	<b>A - B. Business Information &amp; Additional Information</b>
DESCRIPTION	<b>Complete section A and B, in order to submit this form.</b>
DATE SUBMITTED	<b>2/22/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>MDSOLUTIONS INC.</b>
POINT OF CONTACT	<b><u>Sheetal Bajoria</u></b>
FLAG FORM	<b><u>Add Flag</u></b>

### A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	<b>Prime Contractor only- All Forms A-I must be completed.</b>	70
2. NAME OF CEO/BUSINESS OWNER	<b>Sheetal Bajoria</b>	70
3. ANNUAL SALES/GROSS RECEIPTS	<b>7845581</b>	70
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	<b>03/11/2003</b>	70
5. IN WHAT ILLINOIS COUNTY (IES) ARE YOU CONDUCTING BUSINESS?	<b>Not answered.</b>	70
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	<b>Sheetal Bajoria</b>	70
CONTACT PERSON TITLE	<b>President</b>	
CONTACT PERSON PHONE	<b>614-873-2222</b>	
CONTACT PERSON EMAIL	<b>sheetal@md-signs.com</b>	

### B. Additional Information

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

**Business Enterprise Program (BEP) / Veterans Business Program (VBP)**

### Additional Information

STAFF ATTACHED FILE(S)

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**MDSOLUTIONS INC.**

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#### Vendor Registration

FORM NAME	<b>C. Small Business Set-Aside Program</b>
DESCRIPTION	<b>Complete the Small Business Set-Aside Program form</b>
DATE SUBMITTED	<b>2/22/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>MDSOLUTIONS INC.</b>
POINT OF CONTACT	<b><u>Sheetal Bajoria</u></b>
FLAG FORM	<b><u>Add Flag</u></b>

#### C. Small Business Set-Aside Program

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

#### Additional Information

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**MDSOLUTIONS INC.**

System Vendor Number: **20107430**

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### Vendor Registration

FORM NAME	<b>D - E. Department of Human Rights (DHR) &amp; Authorized to do Business in Illinois</b>
DESCRIPTION	<b>Complete section D and E, in order to submit this form.</b>
DATE SUBMITTED	<b>2/22/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>MDSOLUTIONS INC.</b>
POINT OF CONTACT	<b><u>Sheetal Bajoria</u></b>
FLAG FORM	<b><u>Add Flag</u></b>

### D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	<b>11</b>	<input checked="" type="checkbox"/>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	<b>My business is not required to have a DHR Number because we had fewer than 15 employees at all times within the past year.</b>	<input checked="" type="checkbox"/>

### E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	<b>Yes, registered and in good standing with the Illinois Secretary of State</b>	<input checked="" type="checkbox"/>
---	--	-------------------------------------

**Additional Information**

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**MDSOLUTIONS INC.**

System Vendor Number: **20107430**

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### Vendor Registration

FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	<b>Complete section F - G, in order to submit the form.</b>
DATE SUBMITTED	<b>2/22/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>MDSOLUTIONS INC.</b>
POINT OF CONTACT	<b><u>Sheetal Bajoria</u></b>
FLAG FORM	<b><u>Add Flag</u></b>

### F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 78

**Yes**

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 78

**N/A**

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 78

**Yes**

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 78

**Yes**

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

**Yes**

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

**Yes**

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

**Yes**

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

**Yes**

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

**Yes**

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

**Yes**

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

**Yes**

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

**Yes**

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

**Yes**

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG

ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

**Yes**

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

**Yes**

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

**Yes**

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

**N/A**

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**N/A**

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**



24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A

## G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

MDSolutions

## Additional Information

STAFF ATTACHED FILE(S)

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MDSOLUTIONS INC.

System Vendor Number: 20107430

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#### Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	2/22/2019
STATUS	Accepted
BUSINESS NAME	MDSOLUTIONS INC.
POINT OF CONTACT	<a href="#">Sheetal Bajoria</a>
FLAG FORM	<a href="#">Add Flag</a>

#### H. Iran Disclosure

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

No business operations to disclose.

#### Additional Information

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**MDSOLUTIONS INC.**

System Vendor Number: **20107430**

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### Vendor Registration

FORM NAME	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
DESCRIPTION	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
DATE SUBMITTED	<b>2/22/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>MDSOLUTIONS INC.</b>
POINT OF CONTACT	<b><u>Sheetal Bajoria</u></b>
FLAG FORM	<b><u>Add Flag</u></b>

### I. Financial Disclosures & Conflicts of Interest

- A. IDENTIFY THE APPLICABLE ENTITY TYPE. 70
- Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**
- B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 70
- No**
- C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 70
- Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)**
1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 70
- Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)**

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Sheetal Bajoria on 2/22/2019

**IPG Percentage of Ownership and Distributive Income Form****(1).docx (DOCX)**

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

**Yes**

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

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

**Not applicable - For-Profit Entity**

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

**No**

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

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

**No**

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

**No**

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

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - I answered No in Questions 5-8**

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

**No**

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

**No**

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

**No**

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

**No**

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

**No**

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

**No**

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

**No**

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

**No**

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

**No**

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

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

No

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

No

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

No

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

No

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

FINANCE COPY

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

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

CP-MDS10077191-0

PAGE 1 OF

DATE: 03/01/18

F.O.B.: DELIVERED	CONTRACT PURCHASE ORDER	AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU
CONTRACT: 170136	MD SOLUTIONS 8225 ESTATES PARKWAY PLAIN CITY, OH 43064	SHIP TO: CSS
REF. CPO:		MARK FOR: CSS/A. SMITH
VENDOR		SUBJECT ALUMINUM EXTRUSIONS
TEL #: 866-637-6588		
TERMS: NET 30		
DELIVER BY: 02/28/20		

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001			1	EA	ALUMINUM EXTRUSIONS THE TOLLWAY'S ESTIMATED REQUIREMENT OF ALUMINUM EXTRUSIONS FOR THE PERIOD OF: 3/1/2018 THROUGH 2/28/2020, AS PER ALL SPECIFICATIONS OF ISTHA CONTRACT #17-0136 AS APPROVED BY BOARD RESOLUTION #21353, DATED SEPTEMBER 28, 2017. -----NEED # 854306----- 50-9945-65-12-061	558442.54000	558442.5
							TOTAL	\$558442.5

CMS CONTRACT NUMBER:

*LM 1-9-18*

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

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
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ACCOUNTS PAYABLE

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

*1-9-2018*  
[Redacted Signature]