

RESOLUTION NO. 21781

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Global Navigation Satellite System Equipment. Pursuant to the Tollway’s Invitation for Bid No. 17-0147R, the Tollway has determined that Cacioppe Communications Companies, Inc. (d.b.a. Topcon Solutions Store) is the lowest responsive and responsible bidder for Global Navigation Satellite System Equipment for an upper limit of compensation not to exceed \$114,240.00.

Resolution

The bid from Cacioppe Communications Companies, Inc. (d.b.a. Topcon Solutions Store) for the purchase of Global Navigation Satellite System Equipment is accepted. Contract No. 17-0147R is approved in an amount not to exceed \$114,240.00. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the 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:

A large black rectangular redaction box covering the signature of the Chairman.

Chairman

**STATE OF ILLINOIS
CONTRACT**

Illinois Tollway
Global Navigation Satellite System (GNSS) Equipment
#17-0147R

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)
10. ATTACHMENT A – MANDATORY REQUIREMENTS

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

**STATE OF ILLINOIS
CONTRACT**

Illinois Tollway
Global Navigation Satellite System (GNSS) Equipment
#17-0147R

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
 Global Navigation Satellite System (GNSS) Equipment
 #17-0147R

VENDOR

Vendor Name: Cagioppe Communications DBA Topcon Solutions Store	Address: 297 Commonwealth Dr. Carol Stream, IL. 60188
Signature: [Redacted]	Phone: 630-384-1234
Printed Name: Mark H. Roskin	Fax: 630-384-1240
Title: Survey Department Manager	Email: mroskin@topconsolutions.com
Date: 4/18/19	

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]	[Redacted] 7/12/19
Printed Name: Jose R. Alvarez	John Donato
Official's Title: Executive Director	Chief of Procurement
Approved as to Form and Constitutionality Legal Signature: [Redacted]	Date: 7-11-19
Legal Printed Name: Andrew Zernoffe	
Legal's Title: Assistant Attorney General	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- BidBuy Requisition Reference #: 19-557THA-STPOL-R-11795
- Project Title: Global Navigation Satellite System (GNSS) Equipment
- Contract #: 17-0147R
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Bid Reference #: 19-557THA-STPOL-B-2469
- BidBuy Bid Publication Date: As noted 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 requesting bids for Global Navigation Satellite System (GNSS) equipment, with both purchase and lease options, in order to assist Illinois State Police (ISP) District 15 in accident investigation and reconstruction. Each GNSS shall consist of a Global Positioning System (GPS) head unit (Topcon HiPer SR brand or approved equal), a fixed or adjustable story pole, a Data Collector, and meet all mandatory requirements detailed in Attachment A.

In order to be considered responsive, Bidder shall submit pricing for both the purchase and the leasing of the equipment. The Tollway shall select the option that is in the best interest of the Tollway. The GNSS Equipment shall be new and the latest manufacturer's model in production when the solicitation is issued.

1.2.1. Purchase and Lease Option: Throughout the initial term, the Vendor shall provide annual software maintenance and support and provide all software updates.

Vendor shall provide the most current and up to date technology and software available at the beginning of and throughout any renewal term to ensure the Tollway maintains compliance with the latest technology available.

1.2.2. As detailed in Attachment A, Mandatory Requirements, each GNSS shall consist of a GPS head unit with a fixed or adjustable story pole and shall include, but not be limited to the following:

- Topcon HiPer SR GPS head unit (or approved equal)
- Fixed or adjustable two-meter story pole with Shock Rating guarantee to withstand a two-meter fall when on the end of the story pole
- Equipment shall have at least 20 hours of battery operation life
- Integrated antenna equipped with Fence Antenna Technology
- Unit shall be network capable (having its own wireless number and data plan for data transmission)
- 226-Channel Vanguard Technology with universal tracking
- RTK (Real Time Kinematic) (L1+L2) Positioning Accuracy:
Horizontal: 10 mm + 1.0 ppm / Vertical: 15mm + 1.0 ppm
- 2 GB internal memory
- Unit shall provide up to 10Hz data update/output rate
- Equipment shall be rated IP67

1.2.3. GNSS mapping system Data Collector

- Topcon FC-5000 Field Controller equipped with Magnet field controller software or approved equal
- CPU shall be equipped with Intel Atom Z3745 Processor
- Unit shall operate on Windows 10 operating system
- Memory shall be 4 GB RAM, SD slot, user accessible
- Data Collector display shall be 7" sharp screen
- GPS shall include uBlox NEO M8M, with 72 Channels
- Unit shall have a minimum of an 8 (MG) megapixel camera with LED illumination
- Unit shall operate on Wireless Connectivity providing Bluetooth, Wi-Fi and Cellular connections
- Data Collector shall provide up to 15 hours of operating time (5 hours internal batteries, 10 hours with hot-swappable batteries)

The Bidder shall provide the manufacturer and model number of the unit being bid. Bidder shall acknowledge that they meet the bid requirements by checking "Met" or "Not Met" for each line item in Attachment A Mandatory Requirements and return the completed Attachment A with the bid. Failure to submit the completed Attachment A with the bid shall render the bid nonresponsive.

If a requirement is "Not Met," then bidder shall clarify why this requirement cannot be met.

1.2.4. Product Literature: When bidding substitute items, Bidders shall submit product literature for substituted items with the bid to be considered responsive, including complete descriptive literature, specifications, any license agreements and other pertinent data necessary for evaluation. Failure to submit the product literature with the bid may render the bid nonresponsive.

1.2.5. Brand Name or Equal: All of the items are specified by manufacturer and manufacturer's product number. Specifications are to establish standards of quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted where specified if the bidder can establish that they are equal to or better than those specified in quality, performance, design, and suitability for intended use. The Illinois Tollway's determination thereof shall be final.

The Illinois Tollway recognizes that differences in engineering design and methods may exist among manufacturers that do not significantly alter performance. The Illinois Tollway reserves the right to determine when such differences are acceptable substitutes to the contract specifications and may waive technical differences in the award of the bid when it is in the best interest of the Illinois Tollway to do so.

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

- Reject the GNSS Equipment and return it 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.
- Require the Vendor to conform the GNSS Equipment 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.
- 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 GNSS Equipment does 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 GNSS Equipment and which might not be visible through the routine inspection performed upon delivery.

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.

BB 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: 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.

1.3.1. Return of Leased Equipment: If GNSS equipment is leased, the Vendor shall pick-up the equipment after the lease is expired, at the Vendor's expense. The Illinois State Police shall schedule the return of equipment at a time convenient for both parties.

1.4. VENDOR / STAFF SPECIFICATIONS: The Vendor shall be the manufacturer or an authorized dealer/distributor of the proposed items or be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Vendor shall be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. The Tollway may require the bidder to submit a letter from the manufacturer which authorizes their distribution of this product.

1.4.1. Vendor shall provide annual software maintenance and support and provide all software updates available.

1.4.2. Vendor shall provide standard manufacturer warranty, and shall provide warranty loaner units, when necessary, and at no additional charge.

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

1.5. TRANSPORTATION AND DELIVERY: Delivery shall be FOB (Freight on Board) destination to the Illinois Tollway's Central Warehouse located at 4 S. 496 Naperville Road, in

Naperville, IL 60563, Monday through Friday, except State holidays, between 8:30 a.m. and 3:00 p.m. CDT.

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:

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

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.

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.

- Location where services will be performed: Carol Stream, IL
Value of services performed at this location: Carol Stream, IL
- Location where services will be performed: Carol Stream, IL
Value of services performed at this location: Carol Stream, IL

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 selected the option that is in the best interest of the Tollway. The estimated quantities of this contract shall be based on a lease period of two (2) years; prices shall remain firm for the term of the contract.

Pricing Schedule

The Tollway shall select the option that is in the best interest of the Tollway. Bidder shall respond to all lines below. Bidders shall submit product literature for substituted items with the bid to be considered responsive. Failure to submit the product literature for substituted items with the bid may render the bid nonresponsive.

Lease Option (Annual Basis)

Description	Quantity (each)	Cost to Lease Unit for Two (2) Year Initial Term	Extended Cost (Annual Cost per Unit x Quantity x Annual Multiplier)
GNSS Equipment, per specifications in Attachment A. Includes annual software maintenance and any software updates.	14	\$8,160.00	\$114,240.00
Lease Option Total			\$114,240.00

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its initial term is estimated at \$114,240.00. This value is approved by the Tollway's Board of

Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

- 2.3 **EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.
- 2.4 **DISCOUNT:** The State may receive a 0% 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: \$57,120.00 for first year of a 2 year lease

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:

If the contract is renewed, the price shall be according to the renewal compensation stated in this section. The prices are for informational purposes only and the award value shall be based on prices for the initial term only.

Leasing - Year 1 Renewal Option

Description	Quantity (each)	Annual Cost per Unit	Extended Cost (Annual Cost per Unit x Quantity)
GNSS Equipment, per specifications in Attachment A. Includes annual maintenance and any software updates.	14	\$4,080.00	\$57,120.00
Lease Renewal Year 1 Option Total			\$57,120.00

MR
7/2/19

Leasing - Year 2 Renewal Option

Description	Quantity (each)	Annual Cost per Unit	Extended Cost (Annual Cost per Unit x Quantity)
GNSS Equipment, per specifications in Attachment A. Includes annual maintenance and any software updates.	14	\$4,080.00	\$57,120.00
Lease Renewal Year 2 Option Total			\$57,120.00

MR
7/2/19

Leasing - Year 3 Renewal Option

Description	Quantity (each)	Annual Cost per Unit	Extended Cost (Annual Cost per Unit x Quantity)
GNSS Equipment, per specifications in Attachment A. Includes annual maintenance and any software updates.	14	\$4,080.00	\$57,120.00
Lease Renewal Year 3 Option Total			\$57,120.00

MR
2/2/19

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 \$137,088.00 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 7/25/2019 to 7/24/2021. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

MP

7/2/19

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 three (3) 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

 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.

Attachment A

Mandatory Requirements

**ILLINOIS TOLLWAY
ATTACHMENT A
MANDATORY REQUIREMENTS**

GLOBAL NAVIGATION SATELLITE SYSTEM EQUIPMENT MANDATORY MINIMUM REQUIREMENTS

The Bidder is required to provide the manufacturer and model number of the unit being bid. Bidder shall acknowledge that they meet the bid requirements by checking "Met" or "Not Met" for each line item in Attachment A and return the completed Attachment A with the bid. Failure to submit the completed Attachment A with the bid shall render the bid nonresponsive.

If a requirement is "Not Met," then bidder shall clarify why this requirement cannot be met. If the bid does not meet all of the minimum requirements, the bid may be considered non-responsive.

Global Positioning System (GPS) head unit (Topcon HiPer SR brand or approved equal) with a fixed or adjustable story pole

	Topcon HiPer SR brand GPS head unit or approved equal	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
Make: Topcon		
Model: HiPer SR		
If "Not Met" please explain:		
1	Fixed or adjustable story pole with Shock Rating guarantee to withstand a two-meter fall when on the end of the story pole	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
2	GNSS unit battery life shall last at least 20 hours	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
3	Integrated antenna equipped with Fence Antenna Technology	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		

**ILLINOIS TOLLWAY
ATTACHMENT A
MANDATORY REQUIREMENTS**

4	Unit shall be Network capable (having its own wireless number and data plan for data transmission)	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
5	Unit shall include 226-Channel Vanguard Technology with Universal Tracking	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
6	RTK (Real Time Kinematic) (L1+L2) Positioning Accuracy: Horizontal: 10 mm + 1.0 ppm / Vertical: 15mm + 1.0 ppm	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
7	2 GB internal memory	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
8	Unit shall provide up to 10Hz data update/output rate	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
9	GNSS equipment shall be rated IP67	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
10	Vendor shall provide annual maintenance and support with any software updates, as they become available	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		

**ILLINOIS TOLLWAY
ATTACHMENT A
MANDATORY REQUIREMENTS**

11	Vendor shall provide standard manufacturer warranty, and shall provide warranty loaner units, when necessary, and at no additional charge.	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		

GNSS mapping system Data Collector (Topcon FC-5000 Field Controller equipped with Magnet field controller software or approved equal)		
	GNSS mapping system Data Collector (Topcon FC-5000 Field Controller equipped with Magnet field controller software or approved equal)	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
Make: <u>Topcon</u>		
Model: <u>FC-5000</u>		
If "Not Met" please explain:		
1	CPU shall be equipped with Intel Atom Z3745 Processor	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
2	Unit shall operate on Windows 10 operating system	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
3	Memory shall be 4 GB RAM, SD slot, user accessible	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met

**ILLINOIS TOLLWAY
ATTACHMENT A
MANDATORY REQUIREMENTS**

If "Not Met" please explain:		
4	Data Collector display shall be 7" sharp screen	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
5	GPS shall include uBlox NEO M8M, with 72 Channels	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
6	Unit shall have a minimum of an 8 MG (megapixel) camera with LED illumination	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
7	Unit shall operate on Wireless Connectivity providing Bluetooth, Wi-Fi and Cellular connections	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		
8	Data Collector shall provide up to 15 hours of operating time (5 hours internal batteries, 10 hours with hot-swappable batteries)	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
If "Not Met" please explain:		

**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: Cacioppe Communications

Business Name: Cacioppe Communications d/b/a Topcon Solutions Store

Taxpayer Identification Number: 

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: 2/26/2019

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

The following business operations are disclosed to comply with the above cited law:

Click here to enter text.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME
of
CACIOPPE COMMUNICATIONS COMPANIES, INC.

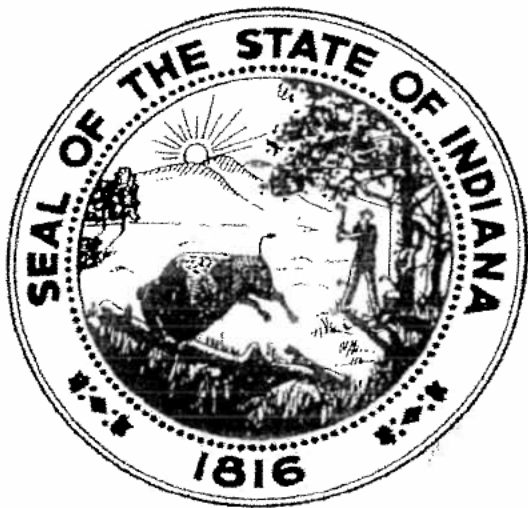
I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

**TOPCON SOLUTIONS STORE
POSITIONING SOLUTIONS COMPANY**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, January 15, 2016.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 15, 2016.



Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10450

Topcon Solutions Store
297 COMMONWEALTH DRIVE
CAROL STREAM IL 60188

Information for this business last updated on:
Friday, March 10, 2017

Certificate produced on Friday, March 10, 2017 at 11:00 AM



THA - Toll Highway Authority

P.O. Date: 5/10/2019

4100112406

Purchase Order

Purchase Order Number
18-557THA-STPOL-P-8537
Master Contract? N
Contract/Ob #:

V E N D O R	Vendor Number: V00007202
	Cacioppe Communications Co Inc
	297 Commonwealth Dr.
	Carol Stream, IL 60188
	mroskin@topcon.com (630) 384-1234

S H I P T O	Ship To - CA
	2700 Ogden Avenue
	Central Administration
	Downers Grove, IL 60515
	US Email: (630) 241-6800

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

VENDOR INSTRUCTIONS:
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

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

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

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 18-557THA-PROCU-B-4287 Contract Begin Date: 07/25/2019 Contract End Date: 07/24/2021	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15
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Item # 1
Class-Item 961-64

Lease Option - Global Navigation Satellite System Equipment for a two (2) year initial term. GNSS Equipment, per specifications in Attachment A. Includes annual software maintenance and any software updates. Pricing shall be based on Quantity x Unit Cost for Final Extension.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
14.00	\$ 8,160.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 114,240.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 114,240.00

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

OFFICIAL SIGNATURES:

Vendor Name: _____

Vendor
Signature: _____

Printed Name: _____


Title: _____

Phone #: _____

Email: _____

Date: _____

State of Illinois Agency or Other Purchasing Entity Procuring State Agency or Entity: **Illinois State Toll Highway Authority**

Official
Signature: 

Printed Name: John Donato

Title: Chief of Procurement

Designee Signature: _____

Printed Name: _____

Title: _____

Date: 7/12/19

Legal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____

Using Agency Funding Source: _____

Detailed Expenditure Object Code: _____

Approp. Acct Code: _____

Award Code: _____

Original Proc. Method: _____

Subcontractors Disclosed: _____

Subcontractors Utilized: _____

APPROVED

By: Mary Hart

Phone#: (630) 241-6800

BUYER

THA - Toll Highway Authority

Internal Number: 1

Vendor Change Order #1

Purchase Order Number
18-557THA-STPOL-P-8537

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Vendor Number: V00007202
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Carol Stream, IL 60188
mroskin@topcon.com
(630) 384-1234

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PO Administrative Changes: (see Change Order tab for additional detail)
Custom Field: Custom Field changed from "06/01/2019" to "07/25/2019"
Custom Field: Custom Field changed from "05/31/2021" to "07/24/2021"
Custom Field: Custom Field changed from "06/01/2021" to "07/25/2021"
Custom Field: Custom Field changed from "06/01/2019" to "07/25/2019"
Custom Field: Custom Field changed from "05/31/2021" to "07/24/2021"

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL:

APPROVED

By: Mary Hart

Phone#: (630) 241-6800

BUYER