

RESOLUTION NO. 21383

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Transponder Fulfillment Services. Pursuant to the Tollway's State Use Request No. 17-0172, which has been evaluated and approved by the State Use Committee, the Tollway has determined that Ada S. McKinley Community Services, Inc., a State Use Vendor, is the best qualified to provide Transponder Fulfillment Services for an upper limit of compensation not to exceed \$6,000,000.00.

Resolution

The utilization of the State Use Program for Transponder Fulfillment Services from Ada S. McKinley Community Services, Inc. is accepted. Contract No. 17-0172 is approved in an amount not to exceed \$6,000,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman



STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Transponder Fulfillment Services

#17-0172

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 if applicable the 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. **SUPPLEMENTAL PROVISIONS**
6. **FORMS A or FORMS B**
7. **TAXPAYER IDENTIFICATION NUMBER PAGE**
8. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**
9. **ATTACHMENTS:**
EXHIBIT 1 - 2018 PRICING TABLE
EXHIBIT 2 - 2019 PRICING TABLE
EXHIBIT 3 - 2020 PRICING TABLE

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

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Transponder Fulfillment Services

#17-0172

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

Transponder Fulfillment Services

#17-0172

VENDOR

Vendor Name: Ada S. McKinley Community Services, Inc.	Address: 1359 W. Washington, Blvd. Chicago, IL 60617
Signature: [Redacted]	Phone: (312)554-0600
Printed Name: Jamal Malone	Fax: (312)554-0293
Title: CEO	Email: jmalone@adasmckinley.org
Date: December 15, 2017	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: : 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature: [Redacted]	Date: 12/28/17
Printed Name: Greg Bedalov	
Official's Title: Executive Director	
Approved as to Form and Constitutionality Legal Signature: [Redacted]	Date: 12-28-2017
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [Redacted]	Date: 12/27/17
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature: [Redacted]	Date: 12/27/17
Legal Printed Name: Elizabeth M.S. Oplawski	
Legal's Title: Acting General Counsel	
Procurement Signature: [Redacted]	Date: 12/28/17
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 17-106597
- Project Title: Transponder Fulfillment Services
- Contract #: 17-0172
- Procurement Method (IFB, RFP, Small Purchase, etc.): State Use
- IPB Reference #: 22041426
- IPB Publication Date:
- Award Code: H
- 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:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1 SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway's electronic tolling program (I-PASS) issues patrons a transponder device to conveniently charge toll transactions. Transponders associated with fulfillment services are ordered by contacting the Illinois Tollway's customer service center and via the Illinois Tollway's website's ecommerce system. The Illinois Tollway requires, and Vendor agrees to provide the services as set forth below.

1.1.2 I-Pass Transponder Management

1. Program, test, and distribute I-PASS transponders. The vendor is responsible for procuring the necessary peripherals to program, test and distribute the I-PASS transponders. These include but are not be limited to label writers and bar code scanners.
2. Transponder orders need to be fulfilled and shipped within five (5) days of application approval (phone, web, and fax).
3. Vendor shall order, handle, test, return and dispose of transponders. The Tollway will provide the tag tester equipment.
 - a) If transponder tests bad and is under warranty, vendor shall test the transponder again to create a master file on the tag tester system. The warranty status will be part of the system functionality.
 - b) Transponders still under warranty are sent to the Manufacturer for credit, along with a CD copy of the bad transponder files from the tag tester unit.
 - c) Transponders that test good are put back into inventory for future distribution.
 - d) Update I-PASS Inventory database with correct inventory location.
 - e) If transponder tests bad and is not under warranty, update the I-PASS Inventory database with the correct inventory location.
 - f) Disposal of bad/scrap transponders (transponders out of warranty and tested bad (see Section e above) through an approved vendor. The standard is established by the Environmental Protection Agency ("EPA") for disposal of lithium batteries. Vendor is responsible for following the guidelines set forth by the EPA. The Vendor is also responsible for updating the I-PASS Inventory database with the correct status to reflect the disposal once completed.
4. Maintain transponder equipment in secured area and manage the inventory control program.
5. Initial and subsequent inventory of transponders will be provided by the Tollway.
6. Manage the automated reorder system provided in the I-PASS system for inventory.
7. Reconcile inventory to physical counts, which should be performed at least monthly. Daily inventory reports should be available to the Tollway upon request.
Daily reconciliation of CSR inventory is mandatory.
8. Transponder programming will be required on a minimal basis. Programming is required for certain vehicle classes and changes to default settings. The Tollway will provide the tag programming equipment.

1.1.3 I-Pass Account Management: The vendor shall be responsible for updating customer addresses and/or other contact information in the database.

1.1.4 Proactive Swap-out Program: The Tollway will replace transponders that have reached the end of their expected service life. The Tollway routinely mails Replacement Program Letters to I-PASS customers with outdated transponders. This program consists of a three-phased approach.

1.1.4.1 Phase 1 – On a monthly basis the Tollway will identify eligible I-PASS accounts and their associated transponders and mail the customer letters.

1.1.4.2 Phase 2: The dedicated Fulfillment Account Manager is responsible for monitoring and working the Commercial Replacement Queue in the system. During this phase, the customers are contacted by phone, updates are performed to the I-PASS accounts and case status, emails may need to be sent to the customers, replacements are performed and new transponders are mailed.

1.1.4.3 Phase 3: Plan for, provide and manage project and operational staffing to meet minimal service performance standards (KPIs):

1. Provide 24 hour response to Tollway key management personnel inquiries.
2. Secure and manage data and documents for term of contract. All data and documents are property of the Tollway. (See retention requirements below).
3. Develop and implement business rules, policies and procedures for Vendor staff.
4. Report on staffing, work activities, customer contacts, incidents, and complaints.
5. Comply with all applicable state and federal regulations.
6. Procure and manage materials and supplies for the operations. All costs for such materials will be paid for by the Vendor.

Note:

- Retention requirements are five (5) years, for all correspondence for new account applications and terminated accounts documentation.
- No filming will be allowed and all data is to be retained at the facility unless otherwise instructed by the Tollway throughout the term of the contract.
- After the contract expires, all documents will be returned to the Tollway.
- Scanned documents are not allowed, except for correspondence.
- Additionally, if any documents are to be destroyed, Vendor must obtain a destruction certificate issued by the Tollway Records Office prior to destruction.

1.1.5 **Support Functions:** In support of these areas, the Vendor will be responsible for providing the following services, directly or through a subcontractor.

1. **Printing and Mailing:**

- a) Print and mail inserts for Transponder orders, such as, but not limited to, Welcome Brochures, Mounting Instructions, Terms and Agreement, and other items as approved by Tollway. Vendor shall use Illinois approved logo on all printed material and include required printing quantity statement.
- b) Establish and maintain post office boxes for the receipt and distribution of incoming mail.
- c) Vendor must provide all necessary office supplies that are necessary to operate the operation at its own cost, such as envelopes, mailing labels, foil, etc.

2. **Inventory Management and Reconciliation:**

- a) Inventory – Reconcile to physical counts which should be performed at least monthly. Daily inventory reports should be available upon request.
- b) Security – All inventories must be secured and safe at all times and physically segregated and safeguarded from inventory of other clients.
- c) Establish a formal inventory control program, including use of receiving and other reports to track movement of inventory.

- d) Vendor must provide adequate warehouse space based on the estimated volumes provided in Exhibits 1, 2 and 3.

1.1.6 Training:

1. Training of Vendor staff and material shall be at Vendor's expense throughout contract. Tollway will provide initial training on program and any new initiatives thereafter. (Tollway will provide Train the Trainer).
2. Develop training manuals. Tollway will provide database training manuals.
3. Program changes.
4. Training materials developed by the Vendor shall become the property of the Tollway.

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.

- 1.2 MILESTONES AND DELIVERABLES:** Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the Illinois Tollway has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

This contract has a Not-to-exceed value of \$6,000,000 during the initial three (3) year term of the Contract.

- 1.3 VENDOR / STAFF SPECIFICATIONS:** The Vendor shall be solely responsible for hiring, firing, supervising and disciplining the employees. The Transponder Fulfillment employees will be employees, agents and/or subcontractors of the Vendor and not of the Illinois Tollway. The Transponder Fulfillment employees will stand in the same relation to the Illinois Tollway as the employees of other third-party contractors.

- a) Schedule viewing – for quality control purposes the Illinois Tollway requires the ability to view the schedule of transponder fulfillment services.
- b) Vendor is responsible for any theft, property damage or criminal acts by their employees.
- c) Staffing, hiring and management program will be the sole responsibility of the Vendor.
- d) Human Resources records and files will be the sole responsibility of the Vendor.
- e) Vendor is responsible for supplying uniforms, safety gear and supplies if applicable.

1.3.2 Background Checks:

1.3.1.1 Vendor agrees that it has performed, at its own expense, criminal and driver history background checks, as well as employment and credit checks of its officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at Illinois Tollway facilities, and will share the results of those checks with the Illinois Tollway upon request. This obligation shall also extend to officers, employees or agents of Vendor hired after the execution of this Contract.

1.3.1.2 Vendor also agrees that the Illinois Tollway may conduct its own criminal and driver history background checks as well as employment and credit checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at Illinois Tollway facilities.

- 1.3.1.3 Vendor shall cooperate with the Illinois Tollway in obtaining the consent, if necessary, of its officers, employees or agents in order to perform said background checks. If, upon review of Vendor's own background checks, or upon the completion and review of background checks performed by the Illinois Tollway, any officer, employee or agent is deemed by the Illinois Tollway to be unsuitable, Vendor agrees that said officer, employee or agent shall be replaced immediately.
- 1.3.1.4 The Illinois Tollway acknowledges that the Vendor may contract with third-parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to the prior approval of the Illinois Tollway and Vendor therefore must obtain the Illinois Tollway's prior written consent before allowing any third party to perform any of Vendor's obligations under this Contract.
- 1.3.1.5 Vendor shall remain responsible for all services performed under this Contract whether by Vendor directly or by a previously approved third-party. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully to any subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to the Illinois Tollway for review and approval as required by law. The Illinois Tollway shall have the right to request the removal of a subcontractor from the Contract for good cause. The Illinois Tollway shall not be required to deal directly with subcontractors. Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract.
- 1.3.1.6 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this Contract or to provide supplies requested by the Illinois Tollway. The Illinois Tollway may request updated information at any time, but the Vendor is obligated to notify the Illinois Tollway of any additional or substitute subcontractors hired during the term of this Contract.
- 1.3.1.7 Vendor shall provide the Illinois Tollway with a copy of all sub-contracts within twenty (20) days of execution of the subcontract or upon execution of this Contract, if said sub-contract(s) had been executed prior to the execution of this Contract.

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

- 1.4.1. By August 31 of each year, or upon request and upon forms provided by the Illinois Tollway; Vendor shall report the number of qualified Veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).
- 1.4.2. Subject to its reservation of rights to change the frequency of review, the Illinois Tollway requires the following reporting:
 - a) Real time reports for daily tracking, to include, but not limited to, reports that provide printed and mailed dates by document type.
 - b) Monthly reports to tie into the invoicing and billing process, accessible via web site.
 - c) Quarterly reports to gauge the performance of the Vendor, but not limited to the following:
 - Average monthly metric score (three (3) month average)
 - Quality

- Correspondence
 - Adherence to schedule
 - Proactive
- d) Problem solving
- e) Report on percentage of use of eco-friendly products; such as recycled paper, eco-friendly ink, toner cartridges, etc
- 1.4.3. Vendor shall cooperate with the Illinois Tollway in this monitoring activity; which may require that the Vendor:
- Report progress and problems (with proposed resolutions)
 - Provide records of its performance
 - Allow random inspections of its facilities, participate in scheduled meetings
 - Provide management reports as requested by the Illinois Tollway

1.4.4. Key Performance Indicators: A Key Performance Indicator (“KPI”) is a statistical measure of how well an organization and its individuals are performing against Illinois Tollway requirements. KPIs enable management to effectively communicate with all areas of its organization and improve productivity at all levels. The Illinois Tollway’s goal is to measure specific KPIs that best address the Tollway’s customer needs and service demands. The Tollway will pay Vendor based on performance. To enable the Tollway to track this performance, Vendor shall provide a reporting mechanism as set forth herein. Said reporting mechanism shall be fully enabled upon the effective date of this contract to coincide with monthly invoicing. The metrics specifics are as set forth below. KPIs will be tied to Vendor’s compensation and the failure of the Vendor to meet required performance metrics will result in reduced compensation as set forth below. The metrics identified as being tied to compensation will be reviewed monthly based on either daily or monthly performance as set forth below. All other KPIs will be reviewed quarterly based on monthly performance as set forth below. Applicable KPIs will be enforced on all days that Vendor is performing activity.

Vendor may request, and the Tollway will grant relief from the enforcement of applicable KPIs, in the event that Vendor can demonstrate to the Illinois Tollway’s satisfaction; that circumstances beyond the control of Vendor had an adverse impact upon its ability to perform the services under this contract. KPIs may be applied, at the Illinois Tollway’s discretion, beginning one (1) month following the commencement of activity under this Contract.

Service Channel	Transponder Distribution
KPI Category	Inventory Reconciliation
Description	Reconciliation to include received units, shipped units, remaining units, returned for replacement, damaged units for return, physical inventory counts.
Target	Less than 1% variance and completed within 5 days after reporting period has ended.
Reporting Mechanism	TBD
Frequency	Monthly
Applicable Invoice Line	
Item for Assessing Penalty	N/A
Metric	TBD

Reward/Penalty	N/A
Example	TBD
Service Channel	Transponder Distribution
KPI Category	Replacements / Refunds
Description	Transponders received, tested and noted for replacement
Target	100% within 5 business days
Reporting Mechanism	TBD
Frequency	Monthly
Applicable Invoice	
Line Item for Assessing Penalty	N/A
Metric	TBD
Reward/Penalty	N/A
Example	TBD
Service Channel	Transponder Distribution
KPI Category	Accuracy
Description	Accuracy of mailing to proper address
Target	0.95
Reporting Mechanism	TBD
Frequency	Monthly
Applicable Invoice Line Item for	
Assessing Penalty	N/A
Metric	TBD
Reward/Penalty	N/A
Example	TBD
Service Channel	Transponder Distribution
KPI Category	Transponder fulfillment time
Description	By channel, the amount of time from receipt of order to order prepared for delivery to customer and shipped.
Target	98% shipped within 5 business days of request. Note: Timeframe starts from when a customer places the order.
Reporting Mechanism	Fulfillment processing report
Frequency	Monthly
Applicable Invoice Line Item for	
Assessing Penalty	Fulfillment processing
Metric	Less than 98% performance results in 5% discount to invoice line item.
Reward/Penalty	Actual performance rate formula: Units completed / (Beginning backlog of units + New units) Discount formula:

(Actual rate / Target rate) – 1

No banking allowed

Example

10,000 Orders are processed in January.

9890 orders are processed within 5 business days.

Actual performance = $9890 / 10000 = .989$

Service level is achieved so no discount.

1.5 TRANSPORTATION AND DELIVERY: N/A

1.6 SUBCONTRACTING:

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more 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 to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.6.2 Will subcontractors be utilized? Yes No

- 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 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 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.

1.6.6 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be 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 the 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 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: 1863 South Wabash/Chicago, IL/60616

Value of services performed at this location: \$1,000,000 annual

- 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 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 \$6,000,000.00. 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.
- 2.2 EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.
- 2.3 DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.
- 2.4 VENDOR'S PRICING:** Attach additional pages if necessary.
- 2.4.1. Vendor's Price for the Initial Term: \$6,000,000.00.
- For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.
- If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.
- 2.4.2. 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.
- 2.4.2.1 Illinois Formula for Determining Renewal Compensation: If the contract is renewed, the price shall be according to the compensation stated in Exhibits 1, 2 and 3.
- 2.4.2.2 Vendor's Price for Renewal(s): See Section 2.4.2.1 above.
- 2.5 MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$7,200,000.00 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 January 1, 2018 to December 31, 2020. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

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

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 Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department 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 on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more 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 the contract, and the amount billed and expenses incurred are as allowed in the 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 state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

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

See attached BidBuy Purchase Order

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

- 4.2 **ASSIGNMENT:** This contract may not be assigned, 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 the 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 the contract or subcontract and necessary to support amounts charged to the State pursuant the 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 the 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 the 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 the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the 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 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 confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Tollway Highway Authority, its officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

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

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

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

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage.

These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

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

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the

Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and 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 the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the 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) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done 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. SUPPLEMENTAL PROVISIONS

5.1. 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, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Illinois Tollway Specific Terms and Conditions
- Other (describe)

5.2. 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.

5.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.3.1 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
- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 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.
- 5.3.6 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.
- 5.3.7 Vendor's Termination Duties:

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

 - 5.3.7.1 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;
 - 5.3.7.2 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;
 - 5.3.7.3 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;
 - 5.3.7.4 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;
 - 5.3.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.
- 5.3.8 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.

5.4 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.

5.5 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.

5.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.5.2 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.

5.5.3. 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.

5.5.4. 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.

5.6 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.

5.7 VENDOR SUPPLEMENTAL PROVISIONS

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Transponder Fulfillment Services
Illinois Procurement Bulletin Number	22041426
Contract Number	17-0172
Vendor Name	Ada S. McKinley Community Services, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Ada S. McKinley Community Services, Inc.
Disclosing Entity's Parent Entity	Click here to enter text.
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Not-for-Profit Corporation <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address
See Attached	

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

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

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

ADA S. McKINLEY BOARD OF DIRECTORS -2017

PRESIDENT

Ezekiel "Zeke" Morris
Keller Williams Realty C.C.G
716 East 47th Street
Chicago, IL 60653-1600
773/536-1600 (Work)
773/536-3390 (Fax)
630/607-4387 (Cell)
zekemorris@zekemorris.com

FIRST VICE PRESIDENT

Brent A. Hawkins
McDermott Will & Emery LLP
227 W. Monroe Street
Chicago, IL 60606-5096
312/984-7764 (Work)
312/984-7700 (Fax)
bhawkins@mwe.com

SECOND VICE PRESIDENT

Beth Gallagher

[REDACTED]

TREASURER

Carol E. Bell
Director-Women's Business Development
Illinois Dept. of Commence & Economic
Development
100 W. Randolph, Suite 3-400
Chicago, IL
312/225-2400, ext. 150 (Work)
312/225-9231 (Fax)

[REDACTED]

SECRETARY

Damita P. Wilson

[REDACTED]
312/864-5017 (Work)

[REDACTED]

June Cole Boulware

[REDACTED]

Stephanie Coleman

C&CB Investments LLC.

[REDACTED]

Boris Davison

Arhaus Furniture Lincoln Park
Chicago, IL
(312) 520-4398

[REDACTED]

Allison Heather Foster, MD FAAP

[REDACTED]
312/315-1908

[REDACTED]

The Honorable Stanley L. Hill

[REDACTED]

Adrienne M. Jones

[REDACTED]

[REDACTED]

[REDACTED]

Patricia Kay

[REDACTED]

Djuana Stoakley

Vice President, Director
Research & Shopper Strategy

[REDACTED]

Fran K. Kravitz (Daniel)

[REDACTED]

Hardy W. Sykes

[REDACTED]

Martha Malone

[REDACTED]

Maurice Williams

[REDACTED]

Jacqueline E. Richardson

[REDACTED]

Donnell Woolford

[REDACTED]

Dr. Roseanne Rosenthal

Van der Cook College of Music
3140 S. Federal Street
Chicago, IL 60616
312/225-6288, Ext. 232 (Work)

[REDACTED]

312/225-5211 (Fax)

[REDACTED]

rosenthal@vandercook.edu

Anthony J. Ziak

[REDACTED]

Dr. James P. Shoffner

[REDACTED]

TOTAL 21

HONORARY MEMBER

Mayme Knight



EX-OFFICIO MEMBER

Jamal K. Malone

Chief Executive Officer

Ada S. McKinley Community Services,
Inc.

1359 W. Washington Blvd.

Chicago, IL 60607

312/554-0600

312/554-2518 (Fax)

jmalone@adasmckinley.org

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

Please provide the name of the person or entity for which responses are provided: Ada S. McKinley Community Services, Inc

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

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

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

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

Yes No.

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9

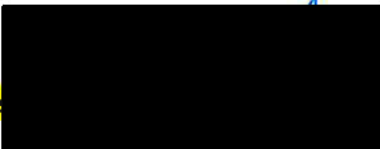
SIGN THE DISCLOSURE

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

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

Name of Disclosing Entity: Ada S. McKinley Community Services, Inc.

Signature



11/19/17

Date:

Printed Name: Jamal Malone

Title: CEO

Phone Number: (312)554-0600

Email Address: jmalone@adasmckinley.org

EXHIBIT 1 - 2018 PRICING

Service	Type	Cost Per Unit	Price Per Unit
Transponder Orders Fulfilled (include all costs for packaging and materials)	Phone, Mail, Fax, Web	Each	\$ 1.8178
Repackaging of transponder orders due to returned mail with address correction.	System Processing, Customer Service Function	Each	\$ 3.0738
Disposal of Transponders.	System Processing, Data Entry, Disposal	Each	\$ 0.8197
Type 1 - Testing and processing transponder returns. If transponder tests good it is put back into inventory for future distribution.	System Processing Data Entry	Each	\$ 3.1334
Type 2 - Testing and processing transponder returns. If transponder tests bad and is out of warranty, package up and prepare for disposal.	System Processing Data Entry	Each	\$ 1.2432
Type 3 - Testing and processing transponder returns. If transponder tests bad and is under warranty, package up and ship back to Manufacturer. (Shipping of inventory back to Manufacturer to be billed back to Tollway under Postage).	System Processing Data Entry	Each	\$ 1.2597
Commercial Replacement Phone Calls – Contact customers and coordinate the replacement of transponders that have reached the end of their useful life. This method of replacement could be either through mail swap out or site visits.	Customer Service	Per Transponder	\$ 1.3420
Pass through costs - includes all postage and any other item specific to the scope of services provided within this contract as authorized by the Tollway. Documentation supporting the expense must be attached to the invoice.			

EXHIBIT 2 - 2019 PRICING

Service	Type	Cost Per Unit	Price Per Unit
Transponder Orders Fulfilled (include all costs for packaging and materials).	Phone, Mail, Fax, Web	Each	\$ 1.9813
Repackaging of transponder orders due to returned mail with address correction.	System Processing, Customer Service Function	Each	\$ 3.3505
Disposal of Transponders.	System Processing, Data Entry, Disposal	Each	\$ 0.8935
Type 1 - Testing and processing transponder returns. If transponder tests good it is put back into inventory for future distribution.	System Processing Data Entry	Each	\$ 3.4154
Type 2 - Testing and processing transponder returns. If transponder tests bad and is out of warranty, package up and prepare for disposal.	System Processing Data Entry	Each	\$ 1.3551
Type 3 - Testing and processing transponder returns. If transponder tests bad and is under warranty, package up and ship back to Manufacturer. (Shipping of inventory back to Manufacturer to be billed back to Tollway under Postage).	System Processing Data Entry	Each	\$ 1.3731
Commercial Replacement Phone Calls – Contact customers and coordinate the replacement of transponders that have reached the end of their useful life. This method of replacement could be either through mail swap out or site visits.	Customer Service	Per Transponder	\$ 1.4628
Pass through costs - includes all postage and any other item specific to the scope of services provided within this contract as authorized by the Tollway. Documentation supporting the expense must be attached to the invoice.			

EXHIBIT 3 - 2020 PRICING

Service	Type	Cost Per Unit	Price Per Unit
Transponder Orders Fulfilled (include all costs for packaging and materials).	Phone, Mail, Fax, Web	Each	\$ 2.0408
Repackaging of transponder orders due to returned mail with address correction.	System Processing, Customer Service	Each	\$ 3.4510
Disposal of Transponders.	System Processing, Data Entry, Disposal	Each	\$ 0.9203
Type 1 - Testing and processing transponder returns. If transponder tests good it is put back into inventory for future distribution.	System Processing Data Entry	Each	\$ 3.5178
Type 2 - Testing and processing transponder returns. If transponder tests bad and is out of warranty, package up and prepare for disposal.	System Processing Data Entry	Each	\$ 1.3958
Type 3 - Testing and processing transponder returns. If transponder tests bad and is under warranty, package up and ship back to Manufacturer. (Shipping of inventory back to Manufacturer to be billed back to Tollway under Postage).	System Processing Data Entry	Each	\$ 1.4143
Commercial Replacement Phone Calls – Contact customers and coordinate the replacement of transponders that have reached the end of their useful life. This method of replacement could be either through mail swap out or site visits.	Customer Service	Per Transponder	\$ 1.5067
Pass through costs - includes all postage and any other item specific to the scope of services provided within this contract as authorized by the Tollway. Documentation supporting the expense must be attached to the invoice.			