RESOLUTION NO. 22151

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Crack Sealant Material. Pursuant to the Tollway's Invitation for Bid No. 18-0123RR, the Tollway has determined that Chicago United Industries, Ltd. is the lowest responsive and responsible bidder for Crack Sealant Material for an upper limit of compensation not to exceed \$585,000.00 for an initial three-year term and an amount not to exceed \$585,000.00 for a possible three-year renewal term.

Resolution

The bid from Chicago United Industries, Ltd. for the purchase of Crack Sealant Material is accepted. Contract No. 18-0123RR is approved in an amount not to exceed \$585,000.00 for an initial three-year term and an amount not to exceed \$585,000.00 for a possible three-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services 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.



STATE OF ILLINOIS CONTRACT

Illinois Tollway
Crack Sealant Material
#18-0123RR

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 Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor'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.

Contrac	t includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)
X Yes	
□No	
Contrac	t uses Illinois Procurement Gateway Certifications and Disclosures?
X Yes	(IPG Certifications and Disclosures including FORMS B)
□ No	
1.	DESCRIPTION OF SUPPLIES AND SERVICES
2.	PRICING
3.	TERM AND TERMINATION
4.	STANDARD BUSINESS TERMS AND CONDITIONS
5.	STATE SUPPLEMENTAL PROVISIONS
6.	STANDARD CERTIFICATIONS
7.	FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8.	CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)
9.	PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

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

STATE OF ILLINOIS CONTRACT

Illinois Tollway
Crack Sealant Material
#18-0123RR

VENDOR	
Vendor Name: CHUAGO UN AED INDUSTRIES, H.	Address (City/State/Zip): 53 W. Jackson Blud.
Signature:	Phone: 3/2-786-1471
Printed Name: GABRIELA JAIME	Fax: Click here to enter text.
Title: GENERAL MANAGER	Email: 9 jaine Quitd.com
Date: 9 30 2030	3
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 Willard S. Evans, Jr. (Mar 15, 2021 17:33 CDT)	Date: 03/15/2021
Printed Name: Willard S. Evans, Jr.	
Official's Title: Chairman and Chief Executive Officer	
Official Signature Jose Alvarez (Mar 15, 2421 16:25 CDT)	Date: 03/15/2021
Printed Name: José R. Alvarez	
Official's Title: Executive Director	
Approved as to Form and Constitutionality Legal Signature:	Date: 03/12/2021
Legal Printed Name: Robert T. Lane	
Legal's Title: Assistant Attorney General, State of Illinois	

STATE OF ILLINOIS CONTRACT

Illinois Tollway Crack Sealant Material #18-0123RR

Finance Signature: Cathy R Williams (Mar 14, 2021 23:38 CDT)	Date:	03/14/2021
Finance Printed Name: Cathy R. Williams		
Finance's Title: Chief Financial Officer		
Legal Signature: Kathleen R. Pasulka-Brown (Mar 12, 2021 13:03 CST)	Date:	03/12/2021
Legal Printed Name: Kathleen R. Pasulka-Brown		
Legal's Title: General Counsel		
Procurement Signature: Eric Occomy (Mar 15, 2021 14:18 PT)	Date:	03/15/2021
Procurement Printed Name: Eric Occomy		
Procurement's Title: Chief of Contract Services		

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

•	Agency Reference #: 19-557THA-ENGRD-R-25913	
•	Project Title: Crack Sealant Material	
•	Contract #: 18-0123RR	
•	Procurement Method (IFB, RFP, Small Purchase, etc.): IFB	
•	BidBuy / Bulletin Reference #: B-17108	
•	BidBuy / Bulletin Publication Date: As published in BidBuy	
•	Award Code: A	
•	Subcontractor Utilization? Yes No Subcontractor	Disclosure? Yes No
•	Funding Source:	
•	Obligation #:	
•	Small Business Set-Aside? ☐ Yes ☑No	Percentage:
•	Minority Owned Business? Yes No	Percentage:
•	Women Owned Business? Yes No	Percentage:
•	Persons with Disabilities Owned Business? Yes No	Percentage:
•	Veteran Owned Small Business? Yes No	Percentage:
•	Other Preferences?	

1. DESCRIPTION OF SUPPLIES AND SERVICES

- **1.1. GOAL:** The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. The Illinois Tollway is looking for vendors who share that commitment and will help meet that goal.
- 1.2. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway is seeking a vendor to furnish and deliver its estimated requirements of Poly Fiber Firm asphalt crack sealant material on an as-needed basis per the following specifications:

Type: Pretreated Dimensionally Stable Polyester (DSP) fiber

Denier: 3.0 to 5.0Length: ¼ inch

Specific Gravity: 1.38

Melting Temperature: 478-490 degrees Fahrenheit

Tensile Strength: 78,00-88,00 psi
Elongation at break: 35 – 38%

Percent of fiber content: 5% (+/- .5%)

 The material provided shall be accepted by the Federal Highway Administration (FWHA) for treatment of filling cracks in asphalt.

1.2.1 <u>Brand Name or Equal:</u> 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.

1.2.2 Quantities: It shall be expressly understood by the bidder that the estimated bid quantities specified in the contract documents are for the purpose of determining the lowest bid and to establish unit prices. The Tollway may, over the term of the Contract, place orders for more or fewer than the estimated quantities stated. The Tollway does not guarantee that any minimum number of quantities shall be ordered from the Vendor. Materials furnished under this contract shall be delivered in multiple deliveries as determined by the needs of the Illinois Tollway. The estimated quantities of this contract

shall be based on a period of three (3) years; prices shall remain firm for the term of the contract. The decision to pre-order and hold any inventory rests solely with the Vendor.

- 1.2.3 <u>Return of Goods</u>: The Illinois Tollway may find it necessary to return materials purchased under the contract if they become unusable due to a change in requirement. The Vendor shall agree to credit the purchase price to the Illinois Tollway for any returned items obtained through the contract. It is understood and agreed that such returned items shall be clean, undamaged, and in a saleable condition. This return agreement shall be in effect for a period of ninety (90) days from the termination date of the contract even though the vendor does not hold the contract at the time the return is made.
- 1.2.4. <u>Backorders</u>: Electronic or written notification of backordered materials shall be sent immediately to the Using Department. For any backorders for materials manufactured prior to ordering that cannot be filled within ten (10) business days, the Tollway shall have the option of accepting or canceling the backorder or the Tollway may submit a request for a substitute.
- 1.2.5. <u>Mis-shipments and Defective Merchandise</u>: 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 defectiveitems returned under the contract.

Per Section A.10, "If the Bidder submits its Bid entirely via BidBuy, the Bidder must complete, sign, and upload all required documents..." Failure to attach these documents to the Bid shall render the bid non-responsive. Please refer to Section A.10 for a complete bulleted listing.

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.

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- 1.3. MILESTONES AND DELIVERABLES: 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 or email to FinanceInvoices@getipass.com.
- 1.4. VENDOR / STAFF SPECIFICATIONS: N/A
- 1.5. TRANSPORTATION AND DELIVERY: Deliveries shall be made within ten (10) working days after receipt of an order. Deliveries shall be shipped by truck. Delivery shall be FOB (Freight on Board) to the Illinois Tollway's Maitenance Site #14 located at 3450 South Finley Road in Downers Grove, IL 60515. Delivery hours are Monday through Friday, except State holidays, between 8:30 a.m. and 2:30 p.m. CDT. Vendor shall issue the Illinois Tollway a delivery ticket at the time of each delivery. Tickets shall identify the date, order number, type and quantity of material delivered. A copy of the ticket signed by both the Illinois Tollway representative and the vendor shall be left with each delivery.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

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

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

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

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

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

- 1.6.3. 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.

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

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

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

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Pricing shall be submitted in the following format: The Tollway is providing the vendor information in the table below for the purpose of determining a low bidder. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm for the term of the contract.

DESCRIPTION	Estimated Quantity (Pounds) for Three- Year Initial Term	Unit Price per Pound	Extension (Estimated Quantity x Unit Price)	
Poly Fiber Firm Asphalt 900,000 Crack Sealant Material		s .65/1b	\$ 585,000.00	
Specify Manufacturer: DEERY CRAPCO		Specify Product: 80400		
		TOTAL BID	\$ 585,000.00	

Per Section A.10, "If the Bidder_submits its Bid entirely via BidBuy, the Bidder must complete, sign, and upload all required documents..." <u>Failure to attach these documents to the Bid shall render the bid non-responsive.</u> Please refer to Section A.10 for a complete bulleted listing.

- 2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract for its initial term is estimated at \$585. This value is approved by the Tollway's Board of Directors and may be 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: Click here to enter text

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

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

- 2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
 - 2.5.2.1. Illinois Tollway's Formula for Determining Renewal Compensation: No price increase will be allowed for the renewal term.
 - 2.5.2.2. Vendor's Price for Renewal(s): Refer to Section 2.5.2.1 above.
- 2.6 MAXIMUM AMOUNT: Vendor's compensation for (services) under this Contract shall not exceed \$702,000.00 during the initial term without a formal amendment.

3. TERM AND TERMINATION

2/26/21

TERM OF THIS CONTRACT: This contract has an initial term of three (3) years, anticipated as 3/15/21 to 3/14/24. 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.

- 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 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 III. 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
Email:	FinanceInvoices@getipass.com

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

- **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.
- INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the 4.10 State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, 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:
 - 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. <u>Minimum Limits of Insurance</u> Contractor or vendor shall maintain no less than:
 - 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.
 - 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 III. 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 (<u>www.ilgo.gov/legislation/ilcs/ilcs.asp</u>).
- 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 exoffenders 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.

STATE SUPPLEMENTAL PROVISIONS 5. 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) \boxtimes 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

- 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.

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-17108 Procurement/Contract #: 18-0123RR

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

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

State of Illinois Vendor Registration Number: 20069959

IPG Expiration Date: 11/24/2021

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

☐ Yes ☐ No

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

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

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

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

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

4. Disclosure of Current and Pending Contracts

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

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

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

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

Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: CHICAGO UNITED INDUSTRIES, LTD.

Phone: 312-786-1471

Street Address: 505 N. LAKE SHORE DRIVE, Suite 205

Email: gjaime@cuiltd.com

City, State, Zip: CHICAGO, ILLINOIS 60604

Vendor Contact: GABRIELA JAIME

Signature:

Date: 12/18/2020

Printed Name: GABRIELA JAIME

Title: GENERAL MANAGER

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:

Business Name: CHICAGO UNITED INDUSTRIES, LTD.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

Employer Identification Number:	
Legal Status (check one):	
Individual	Governmental
Sole Proprietor	■ Nonresident alien
Partnership	Estate or trust
Legal Services Corporation	Pharmacy (Non-Corp.)
☐ Tax-exempt	Pharmacy/Funeral Home/Cemetery (Corp.)
Corporation providing or billing	Limited Liability Company
medical and/or health care services	(select applicable tax classification)
Corporation NOT providing or billing	C = corporation
medical and/or health care services	P = partnership
Signature of Authorized Representative:	
Date: December 18, 2020	

Vendor Registration: View



General Public Profile Users Commodity Codes Contacts & Owners Comments Certifications Site Visits Registrations Reports

Chicago United Industries, Ltd.

System Vendor Number: 20069959

View All Forms in PDF Download Documents

YPE	State of Illinois Vendor Registration (Renew/Update)
DESCR I PTION	Register to do business with the State of Illinois
DATE SUBMITTED	11/18/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0432080
REVIEWER	Maribeth Christmon
DATE REVIEWED	11/24/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRAT I ON DATE	11/24/2021
FLAG FORM	Add Flag

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SMALL BUSINESS SET-ASIDE PROGRAM No

(SBSP) REGISTERED

REGISTERING AS A Prime & Subcontractor

Entity Information

BUSINESS NAME Chicago United Industries, Ltd.

CONTACT FOR THIS SUBMISSION Gabriela Jaime (change contact)

PRIMARY CONTACT EMAIL gjaime@cuiltd.com

PHONE **312-786-1471**

FAX **312-786-1026**

COMPANY EMAIL gjaime@cuiltd.com

TAX ID NUMBER

COMPANY TYPE Corporation

ADDRESS 53 WEST JACKSON BOULEVARD SUITE #815

CHICAGO, IL 60604

edit address

View Vendor Profi**l**e

Current Vendor Certifications

No current applicable certifications.

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

NIGP Codes	
NIGP 005	Abrasives
NIGP 01078	Insulation, Pipe and Tubing, All Types
NIGP 02004	Brush and Tree Chippers
NIGP 02006	Brush Cutters and Saws, Motor Driven
NIGP 02014	Curb Edger, Heavy Duty, Tractor Mounted
NIGP 02015	Cutters and Shredders, Mowers, Heavy Duty, Flail: Tow Type and Center Mount Type
NIGP 02016	Cutters and Shredders, Mowers, Heavy Duty, Reel and Rotary: Tow Type and Center Mount Type
NIGP 02018	Dozer Blades. Farm Tractors
NIGP 02033	Garden Tractors, Cultivators, and Plows
NIGP 02046	Herbicide, Insecticide and Fungicide Applicators and Distributors
NIGP 02062	Log Splitters
NIGP 02064	Mower, Articulated Boom: Flail, Rotary, or Sickle Head
NIGP 02065	Mower, Steep Slope Type with Cutter Head on Telescoping Boom: Flail, Rotary, or Sickle Bar Cutter Heads, For Mounting on Tractors or Trucks (See Class 515 for Lawn Type Mowers)
NIGP 02066	Mower, Tractor Mounted, Steep Slope Type with Cutter Head on Telescoping Boom): Flail, Rotary, or Sickle Bar Cutter Heads (See Class 515 for Lawn Type Mowers)
NIGP 02067	Mower-Tractor Unit or Self-Propelled Mower, for Slope Mowing (See Class 515 for Lawn Type Mowers)
NIGP 02068	Mower, Center Mounted; and Tractor (See Class 515 for Lawn Type Mowers)
NIGP 02081	Rodent Control Equipment, Tractor Operated
NIGP 02082	Spade, Tree (Truck or Trailer Mounted, or Three-Point Hook-Up for Tractor Mounting) and other Tree Transplanting and Diggers
NIGP 02090	Tree and Root Cutters and Stump Grinders, Tractor Mounted

NIGP 02204	Brush Chipper, Cutter and Saw Parts
NIGP 02243	Herbicide, Insecticide and Fungicide Applicator and Distributor Parts
NIGP 025	Air Compressors and Accessories
NIGP 02530	Compressor, Base or Tank Mounted: Electric Motor or Engine Driven, 15 HP and less, Including Parts and Accessories
NIGP 03103	Air Conditioners Systems, Commercial and Industrial, Including Parts and Accessories, (Not Otherwise Classified)
NIGP 03104	Air Conditioners: Controlled Environment, Computer Rooms, etc., Including Parts and Accessories, (Not Otherwise Classified)
NIGP 03105	Air Conditioning and Heating Systems, Window and Wall Mounted, Ductless, Including Parts and Accessories, (Not Otherwise Classified)
NIGP 03111	Blowers, Industrial Types
NIGP 03113	Chillers, Heat Exchangers and Receivers
NIGP 03120	Compressors, Air Conditioning, Window Unit Type Including Parts and Accessories
NIGP 03121	Compressors, Air Conditioning, Industrial Type, and Parts
NIGP 03127	Cooling Tower Water Treatment: Non-chemical Ozone, Centrifugal Separators, Magnetic Descaling Equip. (See Class 885 for Chemical Types)
NIGP 03128	Cooling Towers, Forced Air, Gravity, etc.
NIGP 03130	Dehumidifiers and Humidifiers
NIGP 03140	Fans, Industrial Types: Attic, Exhaust, Forced Draft, etc., Including Fan Blades and Fan Parts
NIGP 03143	Filter Coating, Adhesive, Coil Cleaners, Degreasing Solvents, etc.
NIGP 03144	Filters, Air Conditioning and Furnace, Permanent Type
NIGP 03145	Filters, Air Conditioning and Furnace, Disposable Type
NIGP 03146	Filters and Filter Media, Evaporative Cooler
NIGP 03149	Filter Frames, Metal
NIGP 03150	Freon
NIGP 03155	Hand Tools, HVAC Maintenance, Testing, Recording, Detection, etc.
NIGP 03156	Heat Pumps
NIGP 03196	Vent Pipes, Fittings, and Accessories
NIGP 03522	Airport Equipment (Not Otherwise Classified)
NIGP 03527	Beacons, Visual and Runway Lights
NIGP 03581	Sweepers, Runway (See 765-77 for Street Sweepers)
NIGP 03591	Tow Bars for Moving Aircraft at the Airport
NIGP 03595	X-Ray Scanner, Passenger Baggage
NIGP 04506	Appliances, Small, Electric, Household (Not Otherwise Classified)
NIGP 04512	Appliances, Small, Non-Electric, Household (Not Otherwise Classified)
NIGP 04524	Dishwashers, Household
NIGP 04554	Ranges, Stove Tops, and Ovens, Electric, Household
NIGP 04560	Ranges, Stove Tops, and Ovens, Gas, Household
NIGP 04566	Refrigerators and Freezers, Household
NIGP 04575	Trash Compactors, Household (See 165 and 545 for Other Types)
NIGP 04578	Vacuum Cleaners, Electric, Including Parts and Accessories, Household
NIGP 04594	Washers and Dryers, Household
NIGP 05508	Belts, Safety, Child Restraint Systems, Car Seats, Automotive
NIGP 05512	Cameras, Video, Automotive
NIGP 05515	Chains and Traction Belts, Tire, Automotive
NIGP 05516	Consoles, Police, Automobiles (Includes Controls for P.A., Sirens, Warning Devices)
NIGP 05521	Couplings and Hitches, Automotive
NIGP 05527	Emergency Kits: First Aid Kit, Tools, etc., Automotive
NIGP 05530	Fifth Wheels (Inactive, effective January 1, 2016)
NIGP 05534	Generators, 110V, Attached to and Operated by Automotive Engine

	NIGP 05536	Grille Guards and Crash Cushions, Automotive
l	NIGP 05539	Immobilizer Devices, Automotive
	NIGP 05557	Lights and Accessories: Flashing, Light Bars, Revolving, and Warning, Including Strobe/Warning Lights, Automotive
l	N I GP 05574	Racks: Gun, Hat, etc., Automotive
l	NIGP 06003	Antifreeze
l	NIGP 06006	Axles, Trailers and Trucks, Tandem and Single
l	NIGP 06009	Batteries and Charging Stations For Electric Automobiles, Including Recycled Types
l	NIGP 06012	Batteries, Storage, Including Electrolyte and Recycled Types, Automotive
l	NIGP 06042	Filters, Air, Fuel, Oil, Power Steering, Transmission and Water, and PCV Valves
l	NIGP 06064	Lubricating System and Parts (See 060-42 for Filters and Class 075 for Equipment)
l	NIGP 06096	Wheels and Rims, Including Wheel Covers and Hubcaps
l	NIGP 06097	Windshield Wiper and Washer Assemblies, and Parts, Including Windshield Washer Fluid
l	NIGP 06505	Aerial Ladders and Towers, Including Buckets for Personnel
l	NIGP 06508	Bodies, Animal Control
l	NIGP 06534	Fire Protection and Crash Rescue Bodies
l	NIGP 06566	Ordnance, Explosive, Disposal Bodies
l	NIGP 06568	Powerlift Tailgate
l	NIGP 06572	Recycled Automotive Bodies, Including Parts and Accessories
l	NIGP 06585	Tool Compartment Boxes, Trucks
l	NIGP 06587	Truck Bed Liners
	NIGP 07018	Motor Scooters and Trucksters, Engine Driven (Including all Terrain Vehicles) (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07020	Motor Scooters and Trucksters, Electric Powered (Including Golf Carts and All Terrain Vehicles) (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07059	Trailers, Custom: Personnel, Food Service, Equipment, Refrigerated, etc (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073),
	NIGP 07060	Trailers, Dump, Bottom Dump Type (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07061	Trailers, Dump, Hydraulic (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07063	Trailers, Farm Implement and Produce (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07066	Trailers, Flat Bed (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07069	Trailers, Gooseneck (Effective 1–1–06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07072	Trailers, House (Mobile Dorms, Homes, Labs, Offices) (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07073	Trailers, Hydraulic Elevating Type (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07075	Trailers, Livestock (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
l	NIGP 07077	Trailers, Pole (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07078	Trailers, Lowboy (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07079	Trailers, Roller Bed (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07080	Trailers, Tank (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07081	Trailers, Tilt Bed (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
	NIGP 07082	Trailers, Truck (Not Otherwise Classified)(Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)

NIGP 07084	Trailers, Van, Completely Enclosed (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
NIGP 07087	Trailers, Van, Semi-Enclosed (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
NIGP 07088	Trailers, Wire Stringing (Reel Type) (Effective 1-1-06 this item has been inactivated, refer to Class 071, 072 and 073)
NIGP 07501	Air Powered Shop Tools, Regulators, Including Parts and Accessories
NIGP 07508	Brake Bench Stands
NIGP 07519	Cleaning and Washing Equipment: Steam, Cold and Hot Water Pressure and Jet Types, Portable and Stationary (Also See 075-49)
NIGP 07522	Creepers
NIGP 07525	Dynamometers
NIGP 07533	Hand Tools, Air Conditioning, Including Refrigerant Charging Equipment, Automotive
NIGP 07534	Hand Tools, Body Rebuilder's
NIGP 07535	Hand Tools, Special Automotive: Brake Tools, Body and Fender Dollies, Hand Operated Pullers, Mechanic's Inspection Mirror, etc. (For Hardware See Class 450)
NIGP 07541	Jacks, Safety Stands, Portable Cranes, Including Parts and Accessories: Automobiles, Trailers, Trucks, and Transmissions
NIGP 07544	Lifts and Hoists, Floor Type: Electric, Hydraulic, or Pneumatic
NIGP 07546	Lubrication Equipment: Guns, Hoses, Fittings, Lubricators, Oil Pumps, etc., Including Oil Filter Presses
NIGP 07547	Mechanic's Equipment and Tools (Not Otherwise Classified)
NIGP 07549	Parts Washing Equipment Including Air Agitated and Pump Agitated (Also See 075-19)
NIGP 07566	Specialty Products: Carburetor Cleaning Compound, Radiator Flush and Stop Leak,Transmission Sealing Compound, Water Pump Lubricant, Windshield Washer Solvent, etc.
NIGP 07569	Starting Equipment, Vehicle, Equipment Battery, Not Battery to Battery
NIGP 07578	Testers: Engine Analysis, Headlight, Ignition, Timing, Compression, Oscilloscopes, Stroboscopes, etc.
NIGP 07581	Tire Changing Equipment
NIGP 07583	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant, Tire Pumps, etc.
NIGP 07584	Tire Storage Racks
NIGP 07587	Tow Bars, Chains, Ropes and Straps
NIGP 07594	Wheel Chocks, Blocks
NIGP 07596	Washing Systems, Automatic, Stationary, Automotive
NIGP 08520	Bags, Canvas, Cotton or Duck, Except Mail
NIGP 08555	Bags, Sand
NIGP 10006	Containers, Plastic, All Purpose
NIGP 10007	Containers, Recycling
NIGP 10015	Drums, Miscellaneous
NIGP 10031	Hazardous Material Containment/Storage, Petroleum
NIGP 10045	Plastic Barrels and Drums, Reinforced
NIGP 10067	Steel Barrels, Drums, and Kegs
NIGP 10548	Pillow Blocks, For Bearings
NIGP 12008	Airboats and Inflatable Boats
NIGP 12090	Trailers, Boat
NIGP 13508	Bricks, Common
NIGP 13509	Brick Facing
NIGP 13510	Bricks, Sewer
NIGP 13512	Cement, Mortar, Refractory
NIGP 13515	Clay, Kaolin and Ball

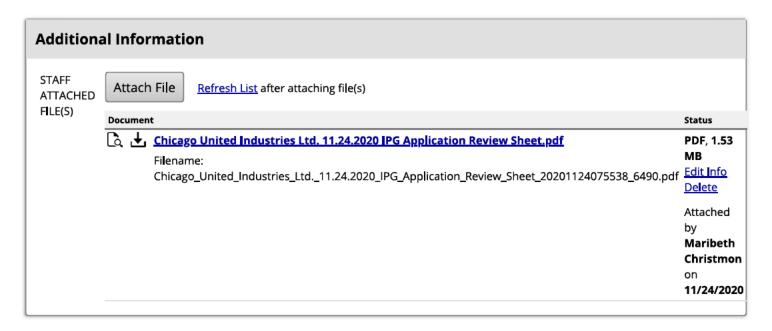
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NIGP 15007	Boxes, Shoring, Construction Worker Protection
NIGP 15023	Doors, Automatic, Drive-Through Type
NIGP 15024	Doors, Swinging, Including Handicapped
NIGP 15025	Doors, Frames, and Jambs, Steel
NIGP 15026	Doors, Plastic
NIGP 15027	Doors, Frames, and Jambs, Wood
NIGP 15065	Doors, Revolving
NIGP 15553	Parking Structures
NIGP 17532	Filtering Apparatus and Filters, Liquids
NIGP 19051	Heat Transfer Media, Liquid
NIGP 19220	Cold-Tank and Soak-Tank Cleaners, Heavy Duty Shop Use, etc.
NIGP 19243	Herbicides and Other Poisons, Cleaning Agents, Used to Clean Spray Equipment
NIGP 19246	Ice and Snow Removal Chemicals (See 775–45 for Road Salt)
NIGP 19280	Spray Detergents, Heavy Duty and Steam Cleaning
NIGP 19283	Steam Cleaning Compounds
NIGP 22020	Hazardous Environment Detection and Measuring Equipment
NIGP 25723	Bomb Detection Equipment and Supplies
NIGP 25724	Bomb Protection Devices and Supplies
NIGP 285	ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
NIGP 28712	Batteries and Hardware For Electronic Equipment, Including Recycled Types
NIGP 29090	Solar Water Heating Systems and Accessories
NIGP 29095	Wind Electrical Generating Systems and Accessories
NIGP 32075	Strapping, Seals, Banding and Tools and Equipment
NIGP 34504	Air Bags, Rescue Lifting Systems
NIGP 34568	Manikins and Models, First Aid and Safety Teaching
NIGP 34579	Reflective Safety Apparel and Accessories (See 345-08 for Non-Reflective Type)
NIGP 34587	Shoe Chain, For Icy and Slippery Surfaces
NIGP 36530	Polishing and Scrubbing Machines, Commercial Type, Including Parts and Accessories
NIGP 36570	Shampoo and Spray Buffing Machines, Including Parts and Accessories
NIGP 40015	Castings, Aluminum
NIGP 40025	Castings, Brass and Bronze
NIGP 40028	Castings, Copper
NIGP 40033	Castings, Ductile Iron
NIGP 405	Fuel, Oil, Grease and Lubricants
NIGP 420	FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL
NIGP 42063	Lounge Furniture, Outdoor: Fiberglass, Plastic, Aluminum, etc., Including Stacking Types
NIGP 42084	Schoolroom Furniture, Metal: Cabinets, Chairs, Desks, etc.
NIGP 42086	Schoolroom Furniture; Plastic, Polypropylene, Fiberglass Type: Cabinets, Chairs, Desks, etc., Including Stacking Types
NIGP 42088	Schoolroom Furniture, Wood: Cabinets, Chairs, Desks, etc.
NIGP 425	Furniture: Office
NIGP 450	Hardware and Related Items
NIGP 45005	Barrel or Drum Stands
NIGP 45006	Batteries, Dry Cell, Except Communications Radio and Electronic
NIGP 45007	Battery Chargers
NIGP 45019	Chain Hooks, Links, Cold Shuts, Shackles, Slips, etc.
NIGP 45021	Chain, All Types: Coil, Link, Machine, Sash, Tow, Weldless, etc.
NIGP 45024	Cords and Ropes Including Accessories: Cotton, Manila, Nylon, Sisal, etc.
NIGP 45026	Door Closers, Escutcheons, Eyes, Hangers, Holders, Overhead and Sliding Door Hardware, Panic Hardware, Thresholds, etc.
NIGP 45031	Flashlights and Spotlights, Security Type

NIGP 45032 Flashlights and Lanterns, Battery Type, (See 450-15 for Fuel Types) **NIGP 45034 Garbage Cans, Containers and Racks** NIGP 45036 Hasps, Hinges, Hooks, Knobs, Latches, Pulls, Shelf Brackets, Swivels, Furniture Glides, 070etc. **NIGP 45048** Ladders, Fiberglass, All Types (See Class 340 for Fire Ladders) **NIGP 45049** Ladders, Metal, All Types (See Class 340 for Fire Ladders) **NIGP 45051** Ladders, Wood, All Types (See Class 340 for Fire Ladders) **NIGP 45052** Ladders, Extension, (See Class 340 for Fire Ladders) **NIGP 45053 Loadbinders and Tie Downs** NIGP 45055 Locks, Key Blanks, and Locksmith Tools, Including Time Locks NIGP 45065 Refuse Carts, Chutes, Containers, and Holders (Commercial) NIGP 45066 Rope Slings, Halyards and Lanyards (See 765-93 for Wire Rope) **NIGP 45074** Shaft Couplings, Flexible and Rigid **NIGP 45080 Trench Braces and Column Clamps NIGP 485** Janitorial Supplies, General Line **NIGP 48505** Bags and Liners, Plastic: Garbage Can Liners, Janitor Cart Liners, Linen Hamper Liners, Litter Bags, Polyethylene Bags, etc., Including Biodegradable **NIGP 48533 Deodorants, Industrial NIGP 50096** Washers and Dryers, Coin-Operated Type **NIGP 515** LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR AGRICULTURAL TYPES) **NIGP 540 LUMBER, SIDING, AND RELATED PRODUCTS NIGP 54009 Blocking Wood NIGP 54014** Lumber, Cedar **NIGP 54020** Lumber, Fir **NIGP 54023** Lumber, Hardwood, All Kinds **NIGP 54034** Lumber, Softwood (SPF) **NIGP 54035** Lumber, Southern Pine, Laminated Structural Type NIGP 54041 Lumber, Treated: Creosote, Penta, Wolmanized, etc. NIGP 54042 Lumber, Treated: Fire Retardant **NIGP 54044** Lumber, White Pine, Including Ponderosa Pine **NIGP 54047** Lumber, Yellow Pine **NIGP 54059** Plywood, Softwood (SPF) NIGP 54062 Plywood, Hardwood Type, Except Decorative and Plastic Faced **NIGP 54065** Plywood Panels, Decorative, Prefinished **NIGP 54070** Poles, Treated and Untreated **NIGP 54090** Stakes: Engineers', Agricultural, etc. **NIGP 545** Machinery and Hardware, Industrial NIGP 55042 Safety Barriers, Traffic, Mobile: Energy Absorption Systems, Impact Attenuators, Crash Barriers, etc. **NIGP 55043** Safety Barriers, Traffic, Stationary: Energy Absorption Systems, Impact Attenuators, Crash Barriers, etc. **NIGP 55085** Traffic Signal Poles, Standards, and Brackets **NIGP 55088** Traffic Signals and Equipment, Electric Systems **NIGP 55089** Traffic Signals and Equipment, Electric Parts **NIGP 55096** Warning Lights, Flashers, and Flashing Arrow Boards (See Class 285-76 for Streetlights and Standards) **NIGP 55957** Lubricators, Train Track MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT AND ACCESSORIES **NIGP 560 NIGP 57006** Aluminum, Brass and Bronze Ingots **NIGP 57009** Brass and Bronze: Bars, Plates, Rods, Sheets, Strips, etc. **NIGP 57017 Coil Stock**

	NIGP 57018	Copper: Bars, Plates, Rods, Sheets, Strips, etc.
ı	NIGP 57050	Scrap Metals, All Kinds
ı	NIGP 57838	Forestry Equipment and Supplies (Inactive, effective January 1, 2016)
ı	NIGP 59595	Wood Chips and Bark: Composted, Shredded, etc.
ı	NIGP 60058	Election and Voter Equipment and Supplies, Electronic and Non-Electronic
ı	NIGP 61586	Tags, Key, Marking and Shipping, Stock
ı	NIGP 62513	Binoculars
ı	NIGP 62583	Telescopes, Astronomical, Amateur Sizes
ı	NIGP 63050	Paint, Deck and Floor
ı	NIGP 63056	Paint, House and Trim
ı	NIGP 63059	Paint, Marine
ı	NIGP 64025	Corrugated Boxes and Sheets, Including Fillers
ı	NIGP 65006	Benches, Park, Including Bus Stop Benches
ı	NIGP 65010	Bicycle Racks
ı	NIGP 65036	Picnic Tables
ı	NIGP 65046	Rakes/Screeners, Beach, Tractor Towed
ı	NIGP 65078	Umbrellas, Lawn and Picnic Type
	NIGP 655	PHOTOGRAPHIC EQUIPMENT, FILM, AND SUPPLIES (NOT GRAPHIC ARTS, MICROFILM, AND X-RAY)
ı	NIGP 65822	Pipe, Brass, Bronze, Copper
ı	NIGP 65888	Tubing: Brass, Bronze, and Copper (See 570-91 for Structural Tubing)
ı	NIGP 65894	Tubing, Stainless Steel (See 570-91 for Structural Tubing)
ı	NIGP 66569	Polypropylene Film, Rods, Tubes, etc.
ı	NIGP 66572	Plastic, Polyethylene and Fiberglass Products and Supplies, Recycled
ı	NIGP 66573	Plastic Sheets and Strips, Except Acetate, Acrylic, and Polycarbonate
ı	NIGP 66576	Polycarbonate Sheets
ı	NIGP 66577	Polyethylene Bags, Self-Sealing, Reclosable
ı	NIGP 66581	Polyurethane
ı	NIGP 66582	Shrink Film Packaging Equipment and Supplies
ı	NIGP 66583	Stretch Film and Wrapping Equipment
ı	NIGP 66584	Sheeting, Plastic, Reinforced, Not Polyethylene
ı	NIGP 670	Plumbing Equipment, Fixtures, and Supplies
ı	NIGP 67545	Insecticides and Fungicides, Liquid
ı	NIGP 67554	Pesticides
ı	N I GP 67584	Weed Control Blankets, Including Recycled Types
ı	NIGP 67590	Liquid Formulation Herbicides
ı	NIGP 68008	Police Protection Equipment, Body Armor and Riot Shields and Supplies
ı	NIGP 68035	Chemicals for Personal Defense, Mace, etc.
ı	NIGP 68047	Evidence Bags, Containers and Supplies, Including Drug Disposal Equipment
	NIGP 68048	Finger and Foot Printing Equipment, Accessories, and Supplies, Including Laser and Cyanoacrylate Fuming Chambers
ı	NIGP 68058	Gun Locks and Safes for Guns and Ammunition, All Types
ı	NIGP 68060	Handcuffs, Leg Irons, Strap and Loop Style
	NIGP 68061	Lockers, Security and Evidence
ı	NIGP 68062	Megaphones, Whistles, etc.
	NIGP 68065	Night Vision Systems
	NIGP 68076	Racks, Gun (See 055-74 for Vehicle Racks)
	NIGP 68077	Radar Instruments, Traffic Enforcement Type (Including Laser Speed Measuring, Ranging Devices, Radar Instruments Equipped w/Cameras and Lidar Equipment (Laser)
	NIGP 68080	Reloading Equipment and Supplies
	NIGP 68084	Riot and Crowd Control Equipment (Not Otherwise Classified)
щ		

NIGP 68086	Scopes, Rifle and Range
NIGP 691	POWER TRANSMISSION EQUIPMENT (ELECTRICAL, MECHANICAL, AIR AND HYDRAULIC)
NIGP 72006	Barrel Pumps, Drum Pumps: Rotary and Plunger Types, Hand Operated
NIGP 72015	Centrifugal Pumps, Portable
NIGP 72041	Meters and Dispensers: Fuel, Oil, and Lubricants
NIGP 72079	Trash Pumps, Portable, Engine-Driven
NIGP 72513	Batteries, Radio/Telephone Communication (EFFECTIVE 3-1-07 THIS CLASS-ITEM INACTIVATED FOR NEW USE, REFER TO 838-23)
NIGP 72574	Two-Way Radio, Portable, Including Vehicle Radio Relay Systems (EFFECTIVE 3-1-07 THIS CLASS-ITEM INACTIVATED FOR NEW USE, REFER TO 726-88)
NIGP 73575	Recycled Rags, Shop Towels and Wiping Cloths
NIGP 74045	Ice Making and Dispensing Machines (Not Dry Ice)
NIGP 74060	Refrigerant Recovery Systems, Including Parts and Accessories
NIGP 77545	Road Maintenance Salt (See Class 192 for Ice Removal Chemicals)
NIGP 77590	Water Softener Salt
NIGP 78084	Truck Scales and Railroad Track Scales
NIGP 79002	Athletic Field Compositions, Baseball Infields, etc.
NIGP 79020	Grass Seeds
NIGP 80109	Blanks, Sign, Metal (See 801-71, 89, and 97 for other Sign Blanks)
NIGP 80148	Sign Material, Non-Reflective
NIGP 80149	Sign Material, Reflective (See 550-45 for Reflective Sheeting for other than Signs)
NIGP 80150	Sign Material, Reflective, Die Cut, (See 550-45 for Reflective Sheeting for other than Signs)
NIGP 80168	Signs, Exit: LED, Lighted, etc.
NIGP 80194	Signs, Runway and Taxiway
NIGP 803	Sound Systems, Components, and Accessories: Group Intercom, Music, Public Address, etc.
NIGP 83210	Tape, Barrier, Including Cautionary and Crime Scene Tape
NIGP 83224	Tape, Duct, Adhesive Type
NIGP 84060	Television Receivers and Consoles
NIGP 84062	Television Receivers, Wide Screen, Projection Type
NIGP 84066	Television-VCR Combination Sets
NIGP 84067	Video Camera Recorders, Digital Type
NIGP 84068	VCR/DVD/Blu-Ray Television Combinations
NIGP 84070	Video Camera-Recorders, Accessories and Parts, Portable Type
NIGP 86305	Tires and Tubes, Passenger Vehicles
NIGP 86306	Tires and Tubes, Motorcycle
NIGP 86307	Tires and Tubes, Light Trucks
NIGP 86310	Tires and Tubes, Medium Truck and Bus
NIGP 86315	Tires and Tubes, Off-Road Equipment
NIGP 86320	Tires and Tubes, Farm Tractor and Implement
NIGP 86325	Tires and Tubes, Industrial
NIGP 86342	Flaps and O-Rings, Tire
NIGP 86365	Recapped and Retreaded Tires (See Class 928 if Recapping and Retreading Own Tires as a Service)
NIGP 885	Water and Wastewater Treating Chemicals
NIGP 89003	Back Flow Preventers for Water and Sewer Pipe
NIGP 89007	Centrifuges, Water Treatment
NIGP 89021	Desludging Equipment, Including Parts and Accessories
NIGP 89022	Desalination Equipment, Water Treatment
NIGP 89024	Filtration Equipment, Water Including Parts and Accessories
NIGP 89028	Instrumentation Equipment, Actuators, Analyzers, Regulators, Controllers, Transducers, etc., Including Parts and Accessories

NIGP 89030	Manholes, and Manhole Covers, Frames, Grates, Rings, Yokes, etc.			
NIGP 89031	Manhole Risers, Steel Expandable			
NIGP 89035	Metal Finders and Detectors, Pipe Locators, etc.			
NIGP 89040	Meter Boxes, Meter Vaults, and Valve Boxes (See 210-45 for Concrete Type)			
NIGP 89044	Meters, Water			
NIGP 89045	Meter Fittings, Water, Including Parts and Accessories, and Conversion Kits			
NIGP 89046	Meter Reading Devices			
NIGP 89048	Oil Skimming Equipment, Including Parts and Accessories			
NIGP 89053	Separation and Treatment Equipment, Oil/Water			
NIGP 89065	Sewage and Waste Treating Equipment and Supplies			
NIGP 89068	Tags, Water Meter Removal			
NIGP 89069	Sumps, Parts, and Accessories (See 720-73 for Sump Pumps)			
NIGP 89070	Switches, Pressure, Flow, Level, Proximity, Temperature, etc.			
NIGP 89072	Tapping Machines and Equipment			
NIGP 89074	Transmitters, Pressure, Flow, Level, etc.			
NIGP 89075	Valve Operators, Including Parts and Accessories and Tools (See 515-82 for Lawn Sprinkler Type)			
NIGP 89083	Water Purification Separators			
NIGP 89087	Water Treatment Equipment (Not Otherwise Classified)			





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NAME Gabriela Jaime

TITLE Office Manager

ORGANIZATION Chicago United Industries, Ltd.

11/18/2020 DATE

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<u>Customer Support</u>

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Chicago United Industries, Ltd.

System Vendor Number: 20069959

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endor Registration		
FORM NAME	A - B. Business Information & Additional Information	
DESCR I PTION	Complete section A and B, in order to submit this form.	
DATE SUBMITTED	11/18/2020	
STATUS	Accepted	
BUSINESS NAME Chicago United Industries, Ltd.		
POINT OF CONTACT	Gabriela Jaime	
FLAG FORM	Add Flag	

A. Business Information				
1. YOUR BUSINESS IS REGISTERING AS A	Prime & Subcontractor	710		
2. NAME OF CEO/BUSINESS OWNER	Nick Massarella	'jau		
3. ANNUAL SALES/GROSS RECEIPTS	13,063,519.99	jau		
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	07/02/1986	¹ Pau		
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	Jan Jan		
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Nick Massarella	9au		
CONTACT PERSON TITLE	President			
CONTACT PERSON PHONE	312-786-1471			
CONTACT PERSON EMAIL	njm@cuiltd.com			

B. Additional Information		
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	Jan .

Additional Information STAFF ATTACHED FILE(S) Attach File Refresh List after attaching file(s)

Customer Support

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Chicago United Industries, Ltd.

System Vendor Number: 20069959

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endor Registration		
FORM NAME	C. Small Business Set-Aside Program	
DESCR I PTION	Complete the Small Business Set-Aside Program form	
DATE SUBMITTED	11/18/2020	
STATUS	Accepted	
BUSINESS NAME	Chicago United Industries, Ltd.	
POINT OF CONTACT	Gabriela Jaime	
FLAG FORM	Add Flag	

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

Additional Information		
STAFF ATTACHED FILE(S)	Attach File	Refresh List after attaching file(s)

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Chicago United Industries, Ltd.

System Vendor Number: 20069959

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endor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	11/18/2020
STATUS	Accepted
BUSINESS NAME	Chicago United Industries, Ltd.
PO I NT OF CONTACT	<u>Gabriela Jaime</u>
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)			
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	6	pu	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business is not required to have a DHR Number because we had fewer than 15 employees at all times within the past year.	736	

E. Authorized to do Business in Illinois				
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	ţau		

Additional Information		
STAFF ATTACHED FILE(S)	Attach File	Refresh List after attaching file(s)



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Chicago United Industries, Ltd.

System Vendor Number: 20069959

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endor Registration		
FORM NAME	F - G. Certifications & Board of Elections	
DESCR I PTION	Complete section F - G, in order to submit the form.	
DATE SUBMITTED	11/18/2020	
STATUS	Accepted	
BUSINESS NAME	Chicago United Industries, Ltd.	
PO I NT OF CONTACT	Gabriela Jaime	
FLAG FORM	Add Flag	

F. Certifications 1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS 电 ACT. SECTION 504 OF THE FEDERAL REHABILITATION ACT. THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. Yes 2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT 120 OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 N/A 3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 190 ILCS 1005/1005-47) AS APPLICABLE Yes 4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF 130 THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 Yes 10 5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 Yes 6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES

THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

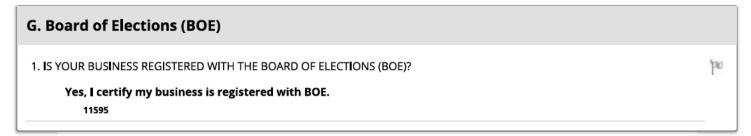
Yes
7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60
Yes
8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12
Yes
9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14 Yes
10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM
BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25
Yes
11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30
Yes
12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38
Yes
13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT.30 ILCS 500/50-38
Yes
14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50
Yes
15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517 Yes
16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE
PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565
Yes
17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580
N/A
18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580
N/A

130

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE

APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582 Yes 20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION, 30 ILCS 583 Yes 21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 **ILCS 584** Yes 22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, 100 SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587 Yes 23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION 軍 ACT HAS BEEN MITIGATED, 410 ILCS 45 Yes 24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR 190 OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11 Yes 25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105 Yes 26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2 Yes 27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL 130 COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY. Yes 28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF 190 THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS. Yes 29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133 N/A



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Chicago United Industries, Ltd.

System Vendor Number: 20069959

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endor Registration		
FORM NAME	H. Iran Disclosure	
DESCR I PTION	Complete section H, in order to submit this form.	
DATE SUBMITTED	11/18/2020	
STATUS	Accepted	
BUSINESS NAME	Chicago United Industries, Ltd.	
POINT OF CONTACT	<u>Gabriela Jaime</u>	
FLAG FORM	Add Flag	

H. Iran Disclosure

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

100

No business operations to disclose.

Additional Information

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Chicago United Industries, Ltd.

System Vendor Number: 20069959

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endor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCR I PTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	11/18/2020
STATUS	Accepted
BUSINESS NAME	Chicago United Industries, Ltd.
POINT OF CONTACT	<u>Gabriela Jaime</u>
FLAG FORM	Add Flag

. IDENTIF	THE APPLICABLE ENTITY TYPE.	
	er Privately Held Entity (i.e. LLC, partnership, privately held corporation with 1 r entity type not clearly identified in another option)	00 or fewer shareholders, or
B. IS THERE	A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?	
No		
C. INSTRUM	MENT OF OWNERSHIP OR BENEFICIAL INTEREST	
Corp	orate Stock (C-Corporation, S-Corporation, Professional Corporation, Service C	Corporation)
	ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: ((B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.2	-
5% OF THE INCOME?	BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 the information is not publicly available (If any <u>individuals</u> are listed, answer	OF THE BUSINESS' DISTRIBUTIVE
5% OF THE INCOME? Yes,	BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20	OF THE BUSINESS' DISTRIBUTIVE

Yes
3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.
Yes
4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.
Not applicable - For-Profit Entity
5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?
No
6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?
No
7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON? No
8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?
No
9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?
Not applicable - I answered No in Questions 5-8
10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?
Not applicable - I answered No in Questions 5-8
11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NO INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.
No
12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.
No
13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTE OF THE STATE OF ILLINOIS?
No

RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?	100
No	
15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?	ja.
No	
16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?	174
No	
17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT? No	ja
18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST? No	ja
19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS? No	ja
20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETAR 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?	Y
21. HAS THERE BEEN ANY SUSPENSION OR DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE. No	ja
22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE. No	ja:
23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFI ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	Т
No	
24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	'n
No	
25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	P

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ILLINOIS PROCUREMENT GATEWAY PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: Chicago United Industries, Ltd.

DBA:

INSTRUCTIONS:

'n

- Ownership Share 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.
- Distributive Income 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.
- Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed. 'n

Name	Address	% of Ownership	% of Ownership \$ Value of Ownership	tributive	\$ Value of Distributive
				Income	Income
Nick J. Massarella	d., Suite 815,	100%			
	Chicago, IL 60604				



To all to whom these Presents Shall Come, Greeting:

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

CHICAGO UNITED INDUSTRIES, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 02, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

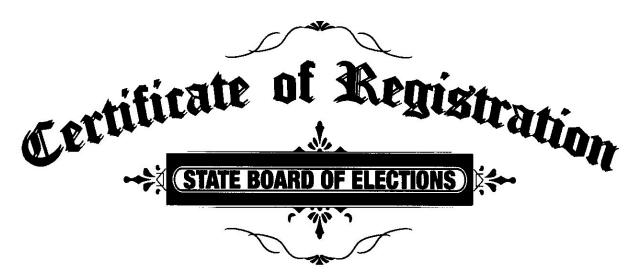


In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 28TH day of DECEMBER A.D. 2020.

Authentication #: 2036302170 verifiable until 12/28/2021
Authenticate at: http://www.cyberdriveillinois.com

Desse White

SECRETARY OF STATE



Registration No. 11595

Chicago United Industries, Ltd.

53 W. Jackson Blvd., Suite 815 Chicago IL 60604

Information for this business last updated on: Friday, December 18, 2020



THA - Toll Highway Authority

P.O. Date: 3/11/2021

Purchase Order

Purchase Order Number

20-557THA-PROCU-P-24326

Master Contract? N Contract/Ob #:

v	Vendor Number: V00003099 Chicago United Industries, Ltd.
ШZОC	53 WEST JACKSON BOULEVARD SUITE #815 CHICAGO, IL 60604 jamesm@cuiltd.com null
R	

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.

	Name:
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н	-
긔	
미	
тΙ	, IL
òl	Email:@Illinois.gov
	Contract Administrator
В	PO Box 3094
Ч	Lisle, IL 60532-8094 US
ᆡ	Email: ProInvoices@getipass.com
ᅵ	(630) 241-6800
٠l	
٦	

Shipping Method: Best Way Shipping Terms: Solicitation (Bid) No.: 20-557THA-PRC Contract Begin Date: 03/15/2021	CU-B-17108 Contract End Date: 03/14/2024	Freight Terms: Freight Prepaid Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 0
Item # 1 Class-Item 745-80		

Poly Fiber Firm Asphalt Crack Sealant Material with an initial term length of three (3) years

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
900000.00	\$ 0.65	LB	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 585,000.00

SH-P FO	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
H - P - C	Central Administration Downers Grove, IL 60515 US Email:

B I L T O	Snip To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800	

TAX:

\$ 0.00

FREIGHT:

\$ 0.00

TOTAL:

\$ 585,000.00

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: CHICAGO UNITED INDUSTRIES, L.f.d			
Vendor Signature:			
Printed Name: GABRIEIA JAIME			
Title: GENERAL LANAGER			
Phone #: 312-786-1471			
Email: giaine@cviltd.com			
Date: 3/11/2021			
State of Illinois Agency or Other Purchasing Entity Procuring State Agency or Entity: Lighway Authority			
Official Signature:			
Printed Name: José R. Alvarez			
Title: Executive Director			
Designee Signature:			
Printed Name:Eric Occomy			
Title: Chief of Contract Services			
Date: 03/16/2021			
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:			
Using Agency Funding Source:			
Approp. Acct Code:			
Award Code:			
Original Proc. Method:			
Subcontractors Utilized:			
Publication Date: Financing Needed:			
IPG Cert/Disclosure Yes No.			

APPROVED

By: Brian Chillmon
Phone#: (630) 241-6800

BUYER

Signature: Eric Occomy (Mar 16, 2021 08:22 CDT)

Email: EOccomy@getipass.com