

## RESOLUTION NO. 21997

**Background**

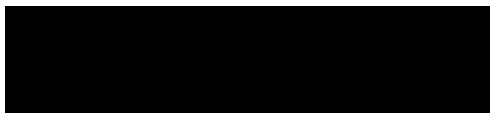
The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Towing and Road Services for Tollway Vehicles and Equipment. Pursuant to the Tollway’s Invitation for Bid No. 19-0007, the Tollway has determined that Hillside Auto Body & Service, Inc., Lovett’s Rite-Way Rebuilders, Inc., O’Hare Towing Systems, Inc. (d.b.a. O’Hare Towing Service, Inc.), URT E&R Towing, Inc. and West & Sons Towing, Inc. are the lowest responsive and responsible bidders for Towing and Road Services for Tollway Vehicles and Equipment for an aggregate upper limit of compensation not to exceed \$293,552.30 for an initial three-year term and an amount not to exceed \$317,668.99 for a possible three-year renewal term.

**Resolution**

The bids from Hillside Auto Body & Service, Inc., Lovett’s Rite-Way Rebuilders, Inc., O’Hare Towing Systems, Inc. (d.b.a. O’Hare Towing Service, Inc.), URT E&R Towing, Inc. and West & Sons Towing, Inc. for the purchase of Towing and Road Services for Tollway Vehicles and Equipment are accepted. Contract No. 19-0007 is approved in an amount not to exceed \$293,552.30 for an initial three-year term and an amount not to exceed \$317,668.99 for a possible three-year renewal term.

The Chairman/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 Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

**STATE OF ILLINOIS**

**CONTRACT**

Illinois Tollway

Towing and Road Services for Tollway Vehicles and Equipment

19-0007E

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

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?


Yes (IPG Certifications and Disclosures including FORMS B)

No

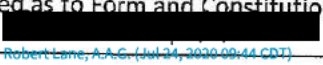
1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **FORMS A OR FORMS B**
7. **TAXPAYER IDENTIFICATION NUMBER PAGE**
8. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

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.

**VENDOR**

Vendor Name: West & Sons Towing, Inc.	Address: 1821 W. Fullerton Avenue, Addison, IL 60101
Signature: 	Phone: 630-627-4466
Printed Name: Robert West	Fax: 630-620-0377
Title: President	Email: <a href="mailto:westandsons71@att.net">westandsons71@att.net</a>
Date: 6/23/2020	

**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	
Approved as to Form and Constitutionality Legal Signature:  <small>Robert Lane, A.A.G. (Jul 24, 2020 09:44 CDT)</small>	Date: 07/24/2020
Legal Printed Name: Robert T. Lane	
Assistant Legal's Title: Attorney General, State of Illinois	
Official Signature: 	07/24/2020
Printed Name: José R. Alvarez	Procurement Printed Name: Eric Occomy
Official's Title: Executive Director	Procurement's Title: Chief of Contract Services

- Agency Reference #: 19-557THA-ENGPF-R-33238
- Project Title: Towing and Road Services for Tollway Vehicles and Equipment
- Contract #: 19-0007E
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 19-557THA-ENGPF-B-8071
- IPB Publication Date:
- 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. SUPPLIES AND/OR SERVICES REQUIRED:**

**1.2.** Vendor shall provide towing and road services for Tollway-owned vehicles, equipment, and District 15 State Police vehicles that are damaged or disabled on the Tollway’s highway system. Road services include but are not limited to winching, jump starts, tire changes, and lockouts. Awarded areas of M-Site 8 and M-Site 14/CAP only.

**1.2.1. Location:** The Vendor’s facility shall be located within close proximity to the Maintenance Site (M-Site)/Coverage Area, as noted in the table below. The Vendor’s location shall allow the vendor to respond to any call for a tow or service in an M-Site/Coverage Area within 45 minutes, traveling at the posted speed limit.

Additionally, Vendor for Maintenance Site M-8 and M-14/CAP shall also include rates for tows for vehicles disabled in Springfield, IL., 260 miles or less in each direction, or in between the Vendor’s location and Springfield, IL. This tow shall include picking up a vehicle from the Tollway’s Central Shop (Downers Grove, IL) and swapping this vehicle with the disabled vehicle in Springfield, IL.

The Tollway reserves the right to inspect the Vendor’s facility (prior to the contract award) to estimate the response time to the nearest Tollway interchange and to determine if the Vendor has the proper equipment to perform the type of services that are required under this contract.

M-Site/Coverage Areas are defined by mile post markers to coinciding interstates.

**Locations**

M-Site/Coverage Area	City in Illinois	Interstate	Mile Post
M-8	Naperville	I-88	138.2 - 113.4
M-14/Central Auto Parts (CAP)	Downers Grove	I-355	0.0 - 29.8

I-294	Tri-State
I-94	Tri-State & Edens Spur
I-90	Northwest State
I-355	North-South State
I-88	East-West State
I-390	Elgin O’Hare/Future O’Hare Bypass

**1.2.2. Services Required:** The Tollway may require several types of tows, including:

- Light-duty tows: cars and light trucks up to 10,000 lbs. gross vehicle weight
- Medium-duty tows: trucks 10,001 lbs. up to 40,000 lbs. gross vehicle weight

- Heavy-duty tows: trucks 40,001 lbs. gross vehicle weight and up
- Light-, medium-, and heavy-duty winching of vehicles or equipment
- Road service for all vehicle types, including jump start, tire change, and lockout (no tow)
- Accident Scene Clean-up, please refer to Section 1.2.5 for details

1.2.3. Quantities: It shall be expressly understood by the bidder that the estimated bid quantities specified in the contract documents are for the purpose of determining the lowest bid and to establish unit prices. The Tollway may, over the term of the Contract, place orders for more or fewer than the estimated quantities stated. The Tollway does not guarantee that any minimum number of quantities shall be ordered from the Vendor. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm for the term of the contract.

1.2.4. Standards of Performance: The Vendor shall perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with that degree of skill, care and diligence normally exercised by an experienced vendor performing work in projects of a scope and magnitude comparable to this Project. The Vendor shall use reasonable efforts to assure timely and satisfactory completion of the Work. The Vendor shall at all-times act in the best interest of the Tollway. The Vendor shall perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Tollway.

1.2.5. Clean-Up: The Vendor shall, during the process of the work, remove and dispose of all materials and debris on a per service basis and keep the work site and adjacent premises in a clean condition satisfactory to the Tollway. Upon completion of work, the Vendor shall remove all materials, tools and machinery and restore the site to the same condition that existed prior to the commencement of its operation.

Vendor shall have granular absorbent material available to mitigate fluid spills from vehicles. The Vendor shall be required to remove glass, debris and spilled fluids from the roadway at Tollway vehicle accident scenes. Tollway employees may assist the Vendor's staff in clean-up tasks to expedite opening traffic lanes. Failure to adequately clean up after a vehicle prior to towing it may result in charges payable to the Tollway.

1.2.6. Safety: The Vendor and its suppliers shall perform in a safe and responsible manner. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements by the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.

1.2.7. Protection of Property: The Vendor shall conduct the work so as not to interfere with or hinder the daily activity within or under the designated work area that is established by the Tollway. If in the event, any damages (replacement, repairs) to existing property occur, the Vendor is solely responsible for any expenses.

1.2.8. Statutory Requirements: Vendor shall perform all Work under this Contract in strict compliance with the following:

- 1.2.8.1. The entire Illinois Compiled Statutes, Chapter 625, Section 3/5-414, 3/5-701, 5/5-202, and any additional requirements specified by the State of Illinois.

- 1.2.8.2. The Illinois Vehicle Code 625 ILCS 5, as it applies to tow trucks being operated on the Tollway.
- 1.2.8.3. Vendor's vehicles shall display current and valid Illinois license plates in accordance with Illinois Compiled Statutes, Chapter 625, Section 3/5-414, 3/5-701, and 5/5-202.
- 1.2.8.4. Vendor shall comply with license plate weight requirements.
- 1.2.8.5. All Vendor's vehicles shall have a valid State of Illinois Safety Inspection Sticker.
- 1.2.8.6. All brooms, shovels, trash cans, fire extinguishers, flares, reflective triangle kits and other equipment, as stated in the Illinois Vehicle Code 625 ILCS 5, shall be carried on the Towing Operators' truck.
- 1.2.8.7. Vendor shall establish and maintain records at its principal place of business, on all Tollway and State Police vehicles towed or transported, in accordance with Section 5/5-401.2, Illinois Vehicle Code.
- 1.2.8.8. The Vendor's records shall be subject to inspection in accordance with Section 5/5-403, Illinois Vehicle Code.
- 1.2.9. Operational Procedures:
  - 1.2.9.1 Vendor shall maintain a twenty-four (24) hour telephone number. The use of answering machines is prohibited.
  - 1.2.9.2 Vendor shall dispatch an appropriate tow or road service vehicle to the requested scene. A dispatched towing operator shall handle no other business while en route to a Tollway vehicle.
  - 1.2.9.3 Vendor is prohibited from refusing a service call. If a service call is refused, the tow operators shall be charged the difference in cost if the Illinois Tollway must find an alternate towing firm to tow for the refused call if the alternate tow operator fees are higher than the vendor's contracted amount.
  - 1.2.9.4 Vendor shall respond only to calls from the Illinois Tollway Dispatch Center or Fleet Designee. Towing Operators shall not respond to calls from Illinois State Police personnel or Tollway Maintenance Garage personnel. Upon receiving a call from Illinois Tollway Dispatch Center or Fleet Designee, the Vendor shall provide the Tollway with an estimated time of arrival to the specified location. The Vendor's travel time to the specified location shall not be greater than forty-five (45) minutes.
  - 1.2.9.5 The Vendor shall not transfer a Tollway call to another towing firm. If the Vendor is unable to handle the call, or if additional equipment is needed from another company, the Tollway Dispatch Center shall be notified immediately.
  - 1.2.9.6 The Vendor shall only be accompanied by essential employees when responding to a dispatch call. An essential employee is any person necessary to providing safe towing and/or recovery service. Under no circumstances shall operators be accompanied by family members, acquaintances, or other nonessential personnel.

- 1.2.9.7 The Vendor is responsible for any unnecessary damage caused to Tollway or State Police vehicles, equipment or property and shall within thirty (30) days reimburse the Tollway for the damages as determined by the Tollway.
- 1.2.9.8 The Tollway reserves the right to call additional or replacement vendors if Vendor fails to perform to the standards noted herein.
- 1.2.9.9 No Vendor advertising of any kind shall be permitted on Tollway property. This includes business cards, phone stickers, etc.
- 1.2.9.10 The Tollway may, at its sole discretion, immediately terminate this Contract and halt all operations of Vendor, if the Tollway determines that the Vendor's actions are jeopardizing the safety of the Tollway's customers, employees and/or vehicles/equipment.
- 1.2.9.11 Tollway oasis gate keys may be issued in order to gain access to and from the Tollway through the local road access of the oasis. When using the gates for access, the lock shall be secured immediately after passage. A maximum of four (4) keys shall be issued to a Vendor whose area of responsibility is directly adjacent to the oasis. If a key is lost, the replacement key fee is \$25.00. Keys shall be returned upon termination of the contract. All fees are payable by check only.
- 1.2.9.12 Vendor's drivers shall not provide assistance to a vehicle on the opposite side of the highway, which would require the operator of the disabled vehicle to walk across the roadway. Drivers shall avoid walking across lanes open to traffic.
- 1.2.9.13 Vendor's drivers shall not make a U-turn on the Tollway's roadway, to hook to the front or rear of a vehicle without Tollway personnel first taking the appropriate safety steps to allow for such a maneuver.
- 1.2.9.14 Vendor's drivers shall comply with all Tollway traffic laws when responding to a call on the Tollway system.
- 1.2.9.15 Vendor's drivers shall be allowed to use median cross-overs as noted herein. All warning lights shall be activated, and the operator shall exercise extreme care and caution when making this maneuver so as not to jeopardize safety. East of the Fox River, Vendor's drivers are not allowed to use crossovers simply for convenience. West of the Fox River, Vendor's drivers are allowed to use crossovers; however, they shall only be used when necessary.
- 1.2.9.16 When approaching a disabled Tollway vehicle, the Vendor's driver shall turn on proper turn signals and amber warning lights. The driver shall pull the towing vehicle onto the shoulder or into the safest position to protect the scene and Vendor's personnel from other traffic using the highway. The driver shall have warning lights unobstructed to approaching traffic.
- 1.2.9.17 Warning lights shall be activated when responding to a Tollway call for service that involves lane blockage.
- 1.2.9.18 The operator shall not render any mechanical service to a disabled vehicle located all or partially in a traffic lane. The disabled vehicle shall be relocated to a Tollway Maintenance garage for repairs, unless these repairs are of short-term nature (winching, change a tire, jump start, gas, oil, water, etc.), and the vehicle is in a safe position off the traffic lanes entirely and completely on the shoulder.



- 1.2.9.19 Vendor shall cooperate with Law Enforcement, Fire Protection Authorities, and Tollway Personnel to secure an accident scene and establish appropriate lane closures and traffic control to enable vehicle towing services to be performed in a safe, expedient, and efficient manner.
- 1.2.9.20 Tow charges within Service Area and rates shall be all inclusive and no additional charges are allowed.
- 1.2.9.21 Tows performed by the Vendor shall include tows to the Tollway's Central Shop (located at 3460 S. Finley Road in Downers Grove, IL 60515) and the Tollway's Central Administration Building (located at 2700 Ogden Avenue in Downers Grove, IL 60515).
- 1.2.9.22 Additionally, Maintenance Site M-2 shall also include tows for vehicles disabled in Springfield, IL., 260 miles or less in each direction or in between the Vendor's location and Springfield, IL. This tow shall include picking up a replacement vehicle from the Tollway's Central Shop and swapping this vehicle with the disabled vehicle in Springfield, IL.
- 1.2.9.23 Additional Mileage Fees: Tow operators may charge additional mileage for tows picked up or delivered more than ten (10) miles outside of the Service Area. Tows from the Tollway to the repair centers shall be paid at the main tow rate from the M-Site to Central Shop. In the event the tow to the repair center is 10 miles or more than the tow to Central Shop, then the additional mileage fee shall apply.
- 1.2.9.24 Additional Mileage Fees for Springfield Tows: The additional mileage fee shall also apply to the round trip to Springfield, IL, should the tow exceed the 520 mile round trip included in the flat rate.
- 1.2.10. Identification Decal Requirements:
  - 1.2.10.1 The Towing Operator's business name and address shall be prominently displayed on both sides of the truck.
  - 1.2.10.2 Official Tollway towing decals (which shall be provided by the Tollway) shall be affixed by the Vendor and displayed on all units used to tow Tollway owned vehicles and equipment. The Tollway shall provide adequate decals for initial trucks (up to four (4)) in service for this contract, and any additional decals required shall be provided as requested for a nominal decal use fee (approximately \$10.00, subject to change) which shall be paid by check (no cash) to the Tollway.
  - 1.2.10.3 All Tollway towing decals shall remain the property of the Illinois Tollway and shall be returned at the request of the Tollway. The Tollway retains the right to remove the decals from the tow operator's vehicle if the tow operator does not return them within thirty (30) days of the request.
  - 1.2.10.4 Official Tollway towing decals, if removed, shall be returned to the Tollway, regardless of condition.
  - 1.2.10.5 Official Tollway towing decals shall be removed prior to the sale of a tow operator's vehicle.

- 1.2.10.6 Official Tollway towing decals shall be removed from all trucks owned by a company if a company is sold or changes ownership.
- 1.2.10.7 Official Tollway towing decals shall be removed immediately upon the termination of the operator's towing privileges under this contract.
- 1.2.10.8 Official Tollway towing decals applied to tow trucks shall be removed by the company if a towing operator leases to another company or otherwise disposes of a truck.
- 1.2.11. Additional Insurance Requirements: In addition to the coverages described in Section 4.11, all Towing Operators shall maintain insurance coverages in accordance with the Illinois Tollway and the Illinois Vehicle Code 625 ILCS 5. The Vendor shall not commence work until the insurance required by this contract has been obtained, and proper insurance documentation has been submitted to and accepted by the Illinois Tollway. Required additional insurance coverages are as follows:
  - 1.2.11.1 Garage Liability insurance with limits of not less than \$1,000,000 combined single limit.
  - 1.2.11.2 On-Hook Towing insurance with limits of not less than \$200,000 per tow truck.
  - 1.2.11.3 GarageKeepers Liability insurance with limits of not less than \$200,000.

The Illinois State Toll Highway Authority shall be named "Additional Insured" for the coverages shown above.

1.2.12. Types of Tows and How Fees Shall Be Applied:

1.2.12.1 **Tow Charges within Service/Coverage Area:**

Tow rates shall be all inclusive within Service/Coverage Area.

**Example:** Vehicle breaks down in M-1 Service Area. Vendor tows to M-1 Site.

**How to calculate:** Flat Rate shall apply

1.2.12.2 **Tow Charges to Central Shop:**

Tows performed by the Vendor shall include tows to the Tollway's Central Shop (located at the address of 3460 S. Finley Road in Downers Grove IL 60515). The bid price for the tow shall be all inclusive for this tow.

**Example:** Vehicle breaks down at any M-Site Service/Coverage Area. Vendor tows to Central Shop.

**How to calculate:** Flat Rate shall apply

1.2.12.3 **Tow Charges to Central Administration:**

Tows performed by the Vendor shall include tows to the Tollway's Central Administration building (located at the address of 2700 Ogden Ave. in Downers Grove IL 60515). The bid price for the tow shall be all inclusive for this tow.

**Example:** Vehicle breaks down in any M-Site Service/Coverage Area. Vendor tows to Central Administration building.

**How to calculate:** Flat Rate shall apply

1.2.12.4 **Tow Charges to Springfield, Illinois:**

Vendor shall include rates for tows for vehicles disabled in Springfield, IL, 260 miles or less in each direction, or in-between vendor's location and within a 15 mile radius of

downtown Springfield, IL. This tow shall include picking up a functioning vehicle from Central Shop and swapping this vehicle with the disabled vehicle in Springfield, IL.

**Example 1:** Vehicle breaks down in Springfield, IL. Vendor shall pick up a functioning vehicle from the Central Shop in Downers Grove, IL, tow it to Springfield, swap this vehicle with the disabled vehicle in Springfield, IL, and tow the disabled vehicle to Central Shop.

**How to calculate:** Flat rate shall apply if round trip is 520 miles or fewer. If round trip is greater than 520 miles, refer to Section 1.2.9.24.

**1.2.12.5 Tow Charges to Repair Centers:**

Tows from Tollway to repair centers shall be paid at the rate from the M-Site to Central Shop. In the event the tow to the repair center is 10 miles or greater than the tow to Central Shop, then the additional mileage fee shall apply.

**Example:** Vehicle breaks down in any M-Site Service/Coverage Area. Vendor tows to repair center.

**How to calculate:** Flat rate shall apply. See Section 1.2.9.23 above

**Example 2:** Vehicle breaks down outside of any M-Site Service/Coverage Area. Vendor tows to repair center.

**How to calculate:** Refer to Section 1.2.12.6 below.

**1.2.12.6 Mileage Charge:**

Tow operators may add/charge mileage for tows picked up or delivered **further** than a ten (10) mile radius outside of the Service Area (except for Central Shop or Central Administration).

**Example:** Area M-1 tow Vendor is called to tow a vehicle to M-1 garage on Mile Post 12. (Service/Coverage Area is 0.00 - 23.6 Mile Post marker). The vehicle is broken down on Mile Post 40.6, which is 17 miles outside the Service/Coverage Area of the M-1 tow Vendor, which is 7 miles outside of the allowed 10 mile radius mentioned above.

**How to calculate:**

Within coverage area cost: flat rate

Extra mileage cost: 7 miles x extra mileage cost

Flat Rate + Extra Mileage Charge = Total Charge

**BB** For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

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

**1.3. MILESTONES AND DELIVERABLES:** Vendor shall provide towing and road services on a twenty-four (24) hour per day, seven (7) days per week basis. Vendor shall arrive for a tow within 45 minutes of any call for a tow or service in an M-Site/Coverage Area.

**1.4. VENDOR / STAFF SPECIFICATIONS:** The Vendor's relationship to the Tollway is that of an independent contractor. The Vendor agrees to perform towing and road services for Tollway vehicles, equipment, and District 15 State Police vehicles on a designated section of the Tollway system in strict compliance with the terms and conditions provided herein.

- 1.4.1. Vendor's staff shall possess and maintain valid Commercial Driver's Licenses (CDLs) classified in accordance to the type of vehicle operated or towing operation they shall be performing.
- 1.4.2. Upon the Tollway's request Vendor shall provide written proof to the Tollway that it is licensed and registered to provide vehicle towing and road services in Illinois.
- 1.4.3. The Vendor shall own and operate the service vehicles used to perform the work under this contract.
- 1.4.4. All Vendors' personnel responding to a tow or accident scene shall wear an American National Standards Institute (ANSI) level three (3) safety vest. This vest shall be worn at all times when outside of a service vehicle.
- 1.4.5. The Vendor shall ensure that its trucks are in sound mechanical condition, safe, properly equipped, and suitable for their intended use. Trucks shall be of good appearance.
- 1.4.6. All Vendor's vehicles used in towing and road services shall be equipped with audible back-up warning systems.
- 1.4.7. All Vendor's vehicles shall be equipped with a minimum of two (2) amber oscillating, rotating, or flashing lights mounted toward the top of the vehicle to be visible from all directions. Two (2) additional amber flashing or strobe lights shall be mounted and facing rearward. Whenever a tow or road service vehicle is involved in the towing or servicing of vehicles on or in close proximity to the roadway, all warning lights shall be activated.
- 1.4.8. Vendor's drivers may be required to participate in training sessions provided by either District 15 State Police or Tollway Fleet Maintenance personnel covering Tollway safety and vehicle removal related to towing procedures. The training sessions shall be scheduled at times and locations to be determined by the Tollway.
- 1.4.9. At the discretion of the Tollway, Vendor may be required to attend meetings regarding the Tollway towing operations (this shall not exceed sixteen (16) hours annually).

**1.5. TRANSPORTATION AND DELIVERY: N/A**

**1.6. SUBCONTRACTING:**

Subcontractors are not allowed.

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

**1.7. SUCCESSOR VENDOR**

Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification

based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

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

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

- Location where services will be performed: N/A
- Value of services performed at this location: N/A

## 2. PRICING

**2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its initial term is estimated at \$49,280.00 for Areas M-Site 8 and M-Site 14/CAP only. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

**2.1.1** Tow rates are all-inclusive and shall include all work and mileage required to tow a vehicle to the Maintenance Garage, Central Shop, Central Administration Building, or repair center. Mileage charges shall be allowed for vehicles more than ten (10) miles outside of the service area and shall only be charged for the miles after leaving and before entering the ten (10) mile range. The mileage charge shall also apply to vehicles towed from a service area to another service area.

<b>M-8 RATE SCHEDULE "A"</b>			
<b>Light Duty</b>			
<b>Description</b>	<b>Fee or Charge per Call</b>	<b>Estimated Quantity</b>	<b>Extension (Fee or Charge per Call) x Estimated Quantities</b>
<b>Light Duty Service (up to 10,000 lbs.)</b>			
Service Call to Vehicle (includes jump start, tire change, lockout (no tow))	\$95.00	8 Service Calls	\$760.00
Tow – Service Area to Central Shop	\$150.00	20 Tows	\$3,000.00
Tow - Service Area to M-8 Maintenance Garage	\$150.00	8 Tows	\$1,200.00
Tow – Springfield, IL - Round Trip	\$675.00	1 Tow	\$675.00
Standby Fee Per Hour (in emergency cases, if directed by State Police)	\$85.00	5 Hours	\$425.00
Winching (per Hour Cost)	\$95.00	5 Hours	\$475.00
Mileage Fee per Mile (for vehicles more than 10 miles outside of service area)	\$3.50	350 Miles	\$1,225.00
<b>M-8 – Rate "A" - Total Bid</b>			<b>\$7,760.00</b>

<b>M-8 RATE SCHEDULE "B"</b>			
<b>Medium/Heavy Duty/Off Road Equipment Winching</b>			
<b>Description</b>	<b>Fee or Charge per Call</b>	<b>Estimated Quantity</b>	<b>Extension (Fee or Charge per Call) x Estimated Quantities</b>
<b>Medium/Heavy Duty (10,001 lbs. &amp; up)</b>			

Service Call to Vehicle (includes jump start, tire change, lockout (no tow))	\$125.00	3 Service Calls	\$375.00
Standby Fee per Hour (if directed by State Police)	\$125.00	5 Hours	\$625.00
Winching (per Hour Cost)	\$175.00	2 Hours	\$350.00
Mileage fee per Mile (for vehicles more than 10 miles outside of service area)	\$4.00	350 Miles	\$1,400.00
<b>Medium Duty Tow (10,001 lbs. - 40,000 lbs.)</b>			
Medium Tow to Central Shop	\$250.00	8 Tows	\$2,000.00
Medium Tow to M-8 Maintenance Garage	\$250.00	8 Tows	\$2,000.00
<b>Heavy Duty Tow (40,001 lbs. &amp; up)</b>			
Heavy Tow to Central Shop	\$350.00	8 Tows	\$2,800.00
Heavy Tow to Central Administration	\$350.00	8 Tows	\$2,800.00
Heavy Tow from Central Administration to Central Shop	\$350.00	8 Tows	\$2,800.00
Heavy Tow to M-8 Maintenance Garage	\$350.00	8 Tows	\$2,800.00
<b>M-8 – Rate “B” - Total Bid</b>			<b>\$17,950.00</b>

<b>M-14/CENTRAL RATE SCHEDULE “A”</b>			
<b>Light Duty</b>			
Description	Fee or Charge per Call	Estimated Quantity	Extension (Fee or Charge per Call) x Estimated Quantities
<b>Light Duty Service (up to 10,000 lbs.)</b>			
Service Call to Vehicle (includes jump start, tire change, lockout (no tow))	\$75.00	8 Service Calls	\$600.00
Tow – Service Area to Central Shop	\$125.00	20 Tows	\$2,500.00
Tow - Service Area to M-14 Maintenance Garage	\$125.00	8 Tows	\$1,000.00
Tow – Springfield, IL - Round Trip	\$450.00	1 Tow	\$450.00
Standby Fee per Hour (in emergency cases, if directed by State Police)	\$75.00	5 Hours	\$375.00
Winching (per Hour Cost)	\$75.00	5 Hours	\$375.00
Mileage Fee per Mile (for vehicles more than 10 miles outside of service area)	\$2.50	350 Miles	\$875.00
<b>M-14 – Rate “A” - Total Bid</b>			<b>\$6,175.00</b>

<b>M-14/CENTRAL RATE SCHEDULE "B"</b>			
<b>Medium/Heavy Duty/Off Road Equipment Winching</b>			
Description	Fee or Charge per Call	Estimated Quantity	Extension (Fee or Charge per Call) x Estimated Quantities
<b>Medium/Heavy Duty (10,001 lbs. &amp; up)</b>			
Service Call to Vehicle (includes jump start, tire change, lockout (no tow))	\$95.00	6 Service Calls	\$570.00
Standby Fee per Hour (if directed by State Police)	\$95.00	8 Hours	\$760.00
Winching (per Hour Cost)	\$95.00	2 Hours	\$190.00
Mileage fee per Mile (for vehicles more than 10 miles outside of service area)	\$2.50	350 Miles	\$875.00
<b>Medium Duty Tow (10,001 lbs. - 40,000 lbs.)</b>			
Medium Tow to Central Shop	\$175.00	12 Tows	\$2,100.00
Medium Tow to M-14 Maintenance Garage	\$175.00	12 Tows	\$2,100.00
<b>Heavy Duty Tow (40,001 lbs. &amp; up)</b>			
Heavy Tow to Central Shop	\$225.00	12 Tows	\$2,700.00
Heavy Tow to Central Administration	\$225.00	12 Tows	\$2,700.00
Heavy Tow from Central Administration to Central Shop	\$225.00	12 Tows	\$2,700.00
Heavy Tow to M-14 Maintenance Garage	\$225.00	12 Tows	\$2,700.00
<b>M-14 – Rate "B" - Total Bid</b>			<b>\$17,395.00</b>

<b>M-8 Naperville Rate "A" Total</b>	<b>\$7,760.00</b>
<b>M-8 Naperville Rate "B" Total</b>	<b>\$17,950.00</b>
<b>M-14/CAP Downers Grove Rate "A" Total</b>	<b>\$6,175.00</b>
<b>M-14/CAP Downers Grove Rate "B" Total</b>	<b>\$17,395.00</b>
<b>Grand Total</b>	<b>\$49,280.00</b>


**2.2 EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.



**2.3 DISCOUNT:** The State may receive a 0% discount for payment within N/A days of receipt of correct invoice.

**2.4 VENDOR'S PRICING:** Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: \$49,280.00

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

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

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: Bid prices shall remain fixed throughout the first thirty six (36) months of the initial Contract term. For each twelve (12) month anniversary thereafter, annual price adjustments of the Contract pricing may be made after receipt of a written request from the Vendor. A written request for an annual price adjustment must be made no later than sixty (60) calendar days before the expiration of the initial Contract term and each subsequent twelve (12)-month renewal period.

2.4.2.2 The annual price adjustment is subject to acceptable performance by the Vendor and contingent upon the Tollway's Board of Directors' approval for the procurement of goods or services provided for in this Contract. If the Vendor does not request a price adjustment within such sixty (60) calendar-day period, the Vendor shall not be entitled to a price adjustment for the upcoming year. Annual requests for price adjustments shall be based on the Producer Price Index ("PPI") for "Towing, tugging, docking, and related services," Series ID: WPU31110101, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") found at <http://www.bls.gov> although this URL is subject to change. (To access the data, click on Data Tools; under Data Retrieval Tools, click on Series Report. Under Series ID, enter WPU31110101, click next, click Retrieve Data. Select commodity data and then select Group "Services related to transportation activities" and Item "Towing, tugging, docking, and related services.") Should the BLS discontinue the commodity code listed above, the next higher level index shall be used to calculate the price adjustment.

2.4.2.3 All price adjustment calculations shall be based upon the latest version of the PPI available at the time of the price adjustment. The effective date of an adjustment shall be the first day of the renewal term. If the PPI data is not available for any month of the final three (3) full months of the annual Contract period, the average of the PPI data for the most recent three (3) full months preceding the anniversary of the Contract shall be used in computing the price adjustment. The adjusted Contract price shall be determined by performing the following calculation: the original Contract price(s) shall be multiplied by the index percent change and then rounded to two (2) decimal places. The index percent change shall be calculated by subtracting the base period index value from the average index value of the last full three (3) months of the annual Contract period available at the time of the price adjustment and then the result shall be divided by the base period index value. The base period index value for the first allowable price increase is the index value for the start date

of the initial term of the Contract and for all subsequent allowable price increase(s). The adjusted Contract price(s) may be higher or lower than the original Contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement shall be calculated in the same manner. In no case shall any price increase for the renewal period exceed 4% of the previous price.

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

**2.5 MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$59,136.00 during the initial term without a formal amendment.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of three (3) years from July 26, 2020 to July 25, 2023. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

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

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

### 3.2 RENEWAL:

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

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

3.2.3. The State reserves the right to renew for a total of three (3) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

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

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

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by

that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

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

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

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

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

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

Send invoices to:

Agency:	Illinois Tollway
Attn:	Contract Administrator
Address:	PO Box 3094
City, State Zip:	Lisle, IL 60532-8094
Email:	<a href="mailto:FinanceInvoices@getipass.com">FinanceInvoices@getipass.com</a>

See attached BidBuy Purchase Order

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

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

**4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

**4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support

the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

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

demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. 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:

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

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

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

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance



or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

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

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the

Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 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 the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 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) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

#### **4.25 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.

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

## 5. SUPPLEMENTAL PROVISIONS

### 5.1. STATE SUPPLEMENTAL PROVISIONS

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

5.1.1 In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

5.1.1.1 This State of Illinois Contract

5.1.1.2 N/A Master Agreement Number N/A

5.1.1.3 N/A Solicitation for N/A

5.1.1.4 Contractor's response to the N/A Solicitation for N/A

5.1.1.5 Contractor's terms and conditions

- Other (describe)

### 5.2. TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

### 5.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

#### 5.3.1 Order of Precedence:

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

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

#### 5.3.2 Agents and Employees:

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

#### 5.3.3 Publicity:

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

#### 5.3.4 Consultation:

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

#### 5.3.5 Third Party Beneficiaries:

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

#### 5.3.6 Successors in Interest:

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

#### 5.3.7 Vendor's Termination Duties:

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

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

5.3.8. Inspector General:

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

**5.4 OVERTIME:**

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

**5.5 VENUE AND ILLINOIS LAW:**

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

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

#### **5.6 REPORT OF A CHANGE IN CIRCUMSTANCES:**

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

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

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

#### **5.7 VENDOR SUPPLEMENTAL PROVISIONS**

**STATE OF ILLINOIS  
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: Robert West

Business Name: West & Sons Towing, Inc.

Taxpayer Identification Number: [REDACTED]

Social Security Number:

Or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: July 15, 2020



**Signature:** 

Eric Occomy (Jul 24, 2020 17:55 CDT)

**Email:** EOccomy@getipass.com

# THA - Toll Highway Authority

## Purchase Order

Purchase Order Number  19-557THA-ENGP-P-18106  Master Contract? N Contract/Ob #:
---

V E N D O R	Vendor Number: V00001055 WEST & SONS TOWING, INC
	1821 W. FULLERTON AVENUE ADDISON, IL 60101
	null
	null

S H I P T O	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
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B I L L T O	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (630) 241-6800
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**VENDOR INSTRUCTIONS:**  
**PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES**

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

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

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 19-557THA-ENGP-B-8071 Contract Begin Date: 07/26/2020      Contract End Date: 07/25/2023	Freight Terms: Payment Terms: Delivery Calendar Day(s) A.R.O.: 15
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Item # 1 Class-Item 968-90								
Towing Services for Vehicles and Equipment for an initial term of three (3) years with a three (3) year renewal option. Awarded areas of M-8 Naperville and M-14/CAP Downers Grove only.								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 49,280.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 49,280.00

TAX: \$ 0.00  
 FREIGHT: \$ 0.00  
 TOTAL: \$ 49,280.00

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

OFFICIAL SIGNATURES:

Vendor Name: \_\_\_\_\_  
Vendor  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED

By: Mary Hart  
Phone#: (630) 241-6800  
BUYER

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

Official  
Signature: \_\_\_\_\_  
Printed Name: José R. Alvarez  
Title: Executive Director  
Designee Signature: \_\_\_\_\_  
Printed Name: Eric Occomy  
Title: Chief of Contract Services  
Date: 07/30/2020

Legal  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Fiscal  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: \_\_\_\_\_ Source Sel. Method: \_\_\_\_\_  
Using Agency Funding Source: \_\_\_\_\_  
Detailed Expenditure Object Code: \_\_\_\_\_  
Approp. Acct Code: \_\_\_\_\_  
Award Code: \_\_\_\_\_  
Original Proc. Method: \_\_\_\_\_  
Subcontractors Disclosed: \_\_\_\_\_  
Subcontractors Utilized: \_\_\_\_\_  
Publication Date: \_\_\_\_\_ Financing Needed: \_\_\_\_\_  
IPG Cert/Disclosure Yes \_\_\_\_\_ No \_\_\_\_\_

**Signature:**



Eric Occomy (Jul 29, 2020 21:53 CDT)

**Email:** EOccomy@getipass.com