



INVITATION FOR BID

Contract# 19-0008 Various Work Uniforms,
Outerwear, Accessories, and Polo Shirts

STATE OF ILLINOIS INVITATION FOR BID

Illinois Tollway
#19-0008 Various Work Uniforms,
Outerwear, Accessories and Polo Shirts
BidBuy Bid Reference 20-557THA-PROCU-B-12803

The Illinois Tollway is an administrative agency of the State of Illinois which exists to provide for the construction, operation, regulation, and maintenance of a system of toll highways within the State of Illinois. The Tollway's main revenue is derived from the tolls it collects from users. The Tollway is also empowered to enter into contracts; acquire, own, use, lease, operate, and dispose of personal and real property, including rights of way, franchises, and easements; establish and amend resolutions, by-laws, rules, regulations, and toll rates; acquire, construct, relocate, operate, regulate, and maintain the Tollway system; exercise powers of eminent domain and condemnation; raise or lower toll rates; and contract for services and supplies, including services and supplies for the various patron service areas on the Tollway system. Tollway funds are not appropriated by the Illinois General Assembly.

The Illinois Tollway requests Bids from responsible vendors to meet its needs. A brief description is set forth below for Bidder's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes a Bid.

Brief Description:

The Illinois Tollway is seeking a vendor to furnish and deliver Various Work Uniforms, Outerwear, Accessories (Group 1) and Polo Shirts (Group 2), which includes Tollway emblem patches, screen prints, and embroidered insignias as specified per line item, on an as-needed basis throughout the term of the contract. Product specifications are listed in Section 1.2, Supplies and/or Services Required, and in Section 2, Pricing.

Contract Goal to be Achieved by the Vendor: This solicitation includes a specific BEP utilization goal of 8 % and VOSB/SDVOSB goal of 2 % based on the availability of BEP and VOSB/SDVOSB certified vendors who perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Illinois Tollway will award this contract to a Vendor that meets these goals or makes good faith efforts to meet these goals. These goals are also applicable to change orders and allowances within the scope of work provided by the BEP and VOSB/SDVOSB certified vendor. If Vendor is a BEP and VOSB/SDVOSB certified vendor, the entire goal is met and no subcontracting with a BEP and VOSB/SDVOSB certified vendor is required; however, the Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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The resulting contract with the awarded Bidder shall have an initial term of two (2) years. 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. Subject to the maximum total term limitation, the Illinois Tollway has the option to renew for the following terms: two (2) years.

Please read the entire solicitation package and submit a Bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package should be completed in full and submitted along with the price proposal which will constitute the Bid. If submitting your Bid in paper format and by mail, do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Chief Procurement Officer for General Service's website at <https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx> . These sections are a material part of this solicitation and must be returned when applicable with a Bidder's Bid.

Bids that do not adhere to form and content of the Invitation for Bid requirements may not be considered.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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The following sections (FORMS A, FORMS B, BEP Utilization Plan, VSB Utilization Plan, Letter of Intent) of the solicitation may be found on the CPO’s website at:

<https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx>

FORMS A

Complete this section if you are not using a State of Illinois Vendor Registration Number which represents registration in the Illinois Procurement Gateway (IPG).

Business and Directory Information 1.

Illinois Department of Human Rights Public Contracts Number 2.

Authorized to Transact Business or Conduct Affairs in Illinois..... 3.

Standard Certifications 4.

State Board of Elections 5.

Disclosure of Business Operations in Iran 6.

Financial Disclosures and Conflicts of Interest 7.

Taxpayer Identification Number 8.

FORMS B

Complete this section if you are using an active State of Illinois Vendor Registration Number.

To ensure that you are registered 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 are not registered in the IPG.

Illinois Procurement Gateway Registration # and expiration date 1.

Certification Timely to this Solicitation or Contract 2.

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Signature 5.

Taxpayer Identification Number 6.

Download from the CPO’s website and complete these documents if this IFB contains a

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Business Enterprise Program (BEP) goal.

BEP Utilization Plan

Letter of Intent Template

Download from the CPO's website and complete these documents if this IFB contains a

Veteran Small Business Program (VBP) goal.

Veteran Small Business Utilization Plan

Letter of Intent Template

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SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION

- A.1 PROCESS CHANGES RESULTING FROM BIDBUY:** BidBuy is the new electronic procurement system being used by State agencies under the jurisdiction of the Chief Procurement Officer for General Services. With the implementation of BidBuy, some procurement processes have changed. In some instances, BidBuy entirely replaces the State's previous procurement processes. In others, the past instruction or process remains unchanged or is augmented by BidBuy.

The State publishes Invitations for Bid (IFB) in BidBuy. BidBuy consists of public webpages that may be referred to as the "Bulletin" or information "on BidBuy". BidBuy also permits vendors to create password protected Seller Accounts allowing electronic quoting for some procurement methods. The IFB, along with other attachments and information on BidBuy, constitutes the State's solicitation. The State may accept electronic bids in response to IFBs through BidBuy. Bidders may continue to submit bids in paper format and in accord with the instructions for submission. Bidders must pay special attention to the instructions found on BidBuy as they augment the information in this IFB. Bidders shall read the entire contents of this IFB and direct any questions to the Information Contact found on the BidBuy posting.

- A.2 CONFLICT BETWEEN INFORMATION ON PAPER AND BIDBUY:** If the State provides information in paper format (i.e. the IFB and other attachments) that is different or in conflict with the information the State provides on BidBuy, then the information in paper format is presumed to represent the State's intent. If the Bidder provides information in paper format that is different or in conflict with the information the Bidder provides in BidBuy, then the information in paper format shall represent the Bidder's intended submission.

- A.3 HOW TO ENTER INFORMATION:** Type information in the text form fields provided. Text form fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Bidder's situation, then enter "N/A" into the text form field. Please enter the requested information or N/A into every red text field. Please note that the CONTRACT section of this solicitation may be used as the contract between the State of Illinois and the awarded vendor. If used, then the Financial Disclosures and Conflicts of Interest, Disclosure of Business Operations in Iran, and Standard Certifications provided in Forms A or the Illinois Procurement Gateway, and certifications and disclosures provided in Forms B (if applicable) will become a material part of the contract.

If the State allows electronic quotes, then the Bidder may submit some information via BidBuy by following the prompts and instructions contained within BidBuy.

- A.4 PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including solicitations, awards, and amendments, on the General Services Illinois Procurement Bulletin, referred to as the Bulletin or BidBuy (<https://www.bidbuy.illinois.gov/bsa/>). Procurement

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information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notice of future amendments to the solicitation.

- A.5 INFORMATION CONTACT:** The individual listed in the “Info Contact:” on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Bidders should only communicate with the Information Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

Information Contact: Emina Hukic-Hamzic, Senior Contract Negotiator	Phone: 630/241-6800 Extension 4664
Agency: Illinois Tollway	Fax: 630/795-7908
Street Address: 2700 Ogden Avenue	TDD: 630/241-6898
City, State Zip: Downers Grove, IL 60515	
Email: EHukic-Hamzic@getipass.com	

Suspected errors should be immediately reported to the Information Contact. Do not discuss, directly or indirectly, the solicitation or any bid with any State officer or employee other than the Information Contact.

- A.6 BIDDER QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at the Pre-Submission Conference, pertaining to this solicitation must be submitted in writing to the Information Contact no later than as noted in the “Bulletin Description” on the Bid published in BidBuy. Questions received and Agency responses may be posted as an Amendment to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin.

A.7 PRE-SUBMISSION CONFERENCE

In the Bulletin posting, the Agency may schedule a Pre-Submission Conference as the “Pre-Bid Conference:”.

Is attendance at the Pre-Submission Conference mandatory? ☐ Yes ☒ No

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If attendance is mandatory, Bidder (current Vendor included) will be disqualified and considered non-responsive if Bidder does not attend, is not on time, leaves early or fails to sign the attendance sheet. Bidder must allow adequate time to accommodate security screenings at the site.

A.8 BID DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF BIDS: Each solicitation contains the Bid Due Date and Time appearing as the “Bid Opening Date:” on the Bulletin posting. Bids will be opened at the Submit/Deliver Offers To address provided below on the “Bid Opening Date:” Late bids shall be deemed non-responsive and will not be considered. 44 ILL. ADM. CODE 1.2005(b).

A.8.1. Firm Time: Vendor’s Bid must remain firm for 180 days from opening.

A.8.2. Submit/Deliver Paper Bids To: Label (outside of envelopes/containers):

Agency: Illinois Tollway	“Sealed Bid – Do Not Open”
Attn: Procurement	Project Title: # 19-0008 Various Work Uniforms, Outerwear, Accessories, and Polo Shirts BidBuy Bid #: 20-557THA-PROCU-B-12803
Address: 2700 Ogden Ave.	Due Date & Time: As published in the Bid in BidBuy.
City, State Zip: Downers Grove, IL 60515	<i>Vendor Name</i>
	<i>Vendor City, State and Zip</i>

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A.9 ORGANIZATION REQUIRED: Bids in paper format may be submitted in as few as three and as many as five packets. Please follow these instructions carefully. Separately seal and label each packet.

A.9.1. Packet 1 shall contain the Contract section and if applicable a Redacted copy (Section 1, Part A.15).

A.9.2. Packet 2 shall contain the Offer (Section 2, Part B).

If applicable, the packet shall also contain Exceptions to Solicitation Contract Terms and Conditions (Section 3, Part C.1) and References (Section 3, Part C.2).

A.9.2.1. Exceptions must be provided on the Exceptions to Solicitation Contract Terms and Conditions form or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Bid.

A.9.2.2. Additional Bidder Provisions may be stated on the Exceptions to Solicitation Contract Terms and Conditions form, but should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a Bidder's position or, for example, a Bidder's licensing agreement.

A.9.3. Packet 3 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Bidders that do not have an active registration in the Illinois Procurement Gateway (IPG).

Forms B consists of two pages and a one-page Taxpayer Identification Number. Forms B is only returned by Bidders that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.9.4. Packet 4 shall contain a response to the Minorities, Women, and Persons with Disabilities participation requirements. Packet 4 is only returned if a Business Enterprise Program goal is stated in the Bulletin posting.

A.9.5. Packet 5 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 5 is only returned if a VSB goal is stated in the Bulletin posting.

A.10 SUBMISSION OF BIDS: Bids may be submitted in paper format or via BidBuy if "Allow Electronic Quote: Yes" is indicated on the Bulletin posting.

A.10.1. To aid in the organization of the Bid submitted in paper format, submit it in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the BidBuy reference number, the packet number, the Bidder's name and the wording:

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“Sealed Bid – Do Not Open.” The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. You may put the entire Bid on one CD or USB flash drive.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
Contract and if applicable a Redacted copy – PACKET 1	One (1)	Two (2)	One (1)
SECTION 2 Part B (OFFER) and applicable forms in SECTION 3 Part C – PACKET 2	One (1)	Two (2)	One (1)
FORMS A or FORMS B – PACKET 3	One (1)	Two (2)	One (1)
MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 4 (PLACE COPIES AND USB’S SEPARATE FROM ORIGINAL)	One (1)	Two (2)	One (1)
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 5 (PLACE COPIES AND USB’S SEPARATE FROM ORIGINAL)	One (1)	One (1)	One (1)

A.10.2. If the State allows electronic quotes via BidBuy, the Bidder may submit the following forms and others by uploading them in the Attachment tab.

- Offer to the State
- Contract
- Redacted copy of Bid (if applicable)
- Exceptions to Solicitation Contract Terms and Conditions (if applicable)
- References (if applicable)
- Standard Certifications
- Forms A (if applicable)
- Forms B (if applicable)
- Letter of Intent (if applicable)

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- BEP Utilization Plan (if applicable)
- Veteran Small Business Utilization Plan (if applicable)
- Bid or Performance bond (if applicable)

If the Bidder submits its Bid entirely via BidBuy, then the Bidder must complete, sign, and upload all required documents, such as the Contract, BEP Utilization Plan if applicable, and either Forms A or Forms B.

- A.11 SECURITY:** Bid Bond \$ N/A / Performance Bond \$ N/A. If a bid bond is required, Bidder must submit the bid bond with the Bid. If a performance bond is required, Bidder must submit the performance bond to the solicitation contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- A.12 SMALL BUSINESS SET-ASIDE:** In the Bulletin posting, if “Yes” is shown to the question “Is this subject to Small Business Set-Aside?”, then Bidder must be qualified by the Small Business Set-Aside Program at the time bids are due in order for the Bid to be evaluated. For complete requirements and to qualify Bidder’s business in the Small Business Set-Aside Program, visit the CPO’s website at <https://www2.illinois.gov/cpo/general/Pages/Sell2Illinois.aspx>.
- A.13 MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any bidder 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.
- A.14 FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.15 EMPLOYMENT TAX CREDIT:** Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.16 GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with “ILCS.” Bidder may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code Part 1) are applicable to this solicitation and may be respectively viewed at <http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7> and <http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>.

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A.17 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Bids become the property of the State. All bids will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Bidder requests in its Bid that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Bidder's name, the substance of the Bid, and the price.

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submission of Bids in Section A.10) of the Bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure. Bidder must label the attachment as "Redacted" and return it in Packet 1.

Bidder will hold harmless and indemnify the State for all costs or damages associated with the State defending Bidder's request for confidential treatment. Bidder agrees that the State may copy the Bid to facilitate evaluation, or to respond to requests for public records. Bidder warrants that such copying will not violate the rights of any third party.

If the State allows electronic quotes, then when submitting a redacted copy of the Bid via BidBuy, the Bidder shall include "Redacted" in the file name. When attaching the unredacted version, the Bidder shall include "Unredacted" in the file name and check the Confidential box on the Attachments tab which ensures that BidBuy does not display the unredacted document to the public.

A.18 RESERVATIONS: Bidder must read and understand the solicitation and tailor the Bid and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all bids, award by item, group of items, or grand total, and waive minor defects. The State may request a clarification, inspect Bidder's premises, interview staff, request a presentation, or otherwise verify the contents of the Bid, including information about subcontractors and suppliers. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code (30 ILCS 500/), associated administrative rules and other applicable State and Federal statutes and regulations. This competitive process may require that the Bidder provide additional information or otherwise cooperate with the State. If a bidder does not comply with requests for information or cooperate, the State may reject the bid as non-responsive to the

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solicitation. Submitting a bid does not entitle the Bidder to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any bid. Awarded vendor(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.19 AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the responsive and responsible bidder who submits the lowest price. The State will post a notice to the Bulletin identifying the apparent low-cost bidder. The State may accept or reject a bidder's bid as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, the State may reject the bidder's bid and begin negotiations with another bidder. Awards are not final until all protests are resolved.

A.20 INVOICING ADDRESS: The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. The Bulletin posting contains the "Bill-to Address:" where invoices should be sent. Send invoices to:

Agency Name: Illinois Tollway

Agency Department: Procurement

Street Address: P.O. Box 3094

City, State, Zip Code: Lisle, Illinois 60532-8094

Email: FinanceInvoices@getipass.com

Vendor shall not bill for any taxes unless accompanied by proof 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.

A.21 PROTEST REVIEW OFFICE: Bidders may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 Ill. Adm. Code 1.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

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Chief Procurement Office
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399

Illinois Relay: (800) 526-0844

A.22 EVALUATION PROCESS: The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State will consider the information provided and the quality of that information when evaluating the bidder's bid. If the State finds a failure or deficiency, the State may reject the bid or reflect the failure or deficiency in the evaluation.

A.22.1. **RESPONSIVENESS:** A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bid, and includes **all required** forms. Required forms may include, but may not be limited to:

A.22.1.1. Subcontractor Disclosure: If the Bid includes any subcontractors, then Bidder shall provide the names and addresses of subcontractors in the CONTRACT, Part 1.6.

A.22.1.2. References: If references are required, then Bidder shall complete and return the References form in Section 3, Part C.2.

A.22.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

- Active Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Bidder and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

A.22.1.4. If completing Forms A, required forms may include and may not be limited to:

- Business and Directory Information: Bidder should complete and return the Business and Directory Information form in Forms A , Part 1.
- Illinois Department of Human Rights Public Contracts Number: Bidder shall complete and return the IDHR Public Contracts Number form in Forms A , Part 2.
- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to

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transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.

- Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A, Part 4.
- State Board of Elections Registration: Vendor or Bidder may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
- Disclosure of Business Operations with Iran: Offeror should complete and return the Disclosure of Business Operations with Iran form in Forms A, Part 6.
- Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A, Part 7, or in the Illinois Procurement Gateway.
- Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in Forms A, Part 8.

A.22.1.5. The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no bidder meets a particular requirement, the State may waive that requirement.

A.22.1.6. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.22.1.7. The State will determine whether Bids complied with the instructions for submitting bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a bidder correct deficiencies as a condition of further evaluation.

A.22.2. **RESPONSIBILITY:** A responsible Bidder is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Bidder is a "responsible" bidder; a bidder with whom the State can or should do business. For example, the State may consider the following:

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- A.22.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code (30 ILCS 500/) or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies (30 ILCS 500/50-10.5).

- A.22.2.2. Other factors that the State may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
- A.22.2.3. Awarded bidders must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

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A.22.2.4. The State may require that a bidder correct any deficiencies as a condition of further evaluation.

A.22.3. **PRICE:** The State identifies the lowest priced bidder that meets responsibility and responsiveness requirements. The State ranks bids in order of price when appropriate.

A.23 BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN: The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan shall render the Offer non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal? ☒ Yes ☐ No

If yes, then the BEP goal is: 8%

BEP Liaison: Yvette Riley

Phone Number: : (312) 814-1089

Email Address: Yvette.Riley2@illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by the Department of Central Management Services as BEP vendors prior to the Bid Opening Date. Go to <https://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification. Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors.

A.24 VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN: The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by military veterans. If this solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal? ☒ Yes ☐ No

If yes, then the Veteran Small Business goal is: 2%

Veteran Small Business Liaison: Marlene Vick

Phone Number: (630) 241-6800 extension 1949

STATE OF ILLINOIS INSTRUCTIONS AND GENERAL INFORMATION

Email Address: mvick@getipass.com

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to Bid opening date. Go to

<https://www2.illinois.gov/cms/business/sell2/pages/veteranownedbusinesses.aspx> for complete requirements for VOSB or SDVOSB certification. Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.

A.25 BIDBUY TERMINOLOGY AND GUIDANCE: BidBuy is an online e-procurement system. There may be some difference between the procurement terminology used in this solicitation and the terms used in BidBuy. Please learn more about BidBuy by accessing the online resources found here:

<https://www2.illinois.gov/cpo/PathwayToProcurement/Pages/Guides-and-Manuals.aspx>.

-END OF INSTRUCTIONS

STATE OF ILLINOIS

OFFER TO THE STATE OF ILLINOIS

SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / BidBuy Reference #: 19-0008 Various Work Uniforms, Outerwear, Accessories, and Polo Shirts
/ BidBuy Bid Reference #20-557THA-PROCU-B-12803

The undersigned authorized representative of the identified Bidder hereby submits this Offer to the State of Illinois to perform in full compliance with the subject solicitation. By completing and signing this form, Bidder makes an Offer to the State of Illinois that the State may accept.

Bidder should **use this Form as a final checklist to ensure that all required documents are completed and included** with the Bid. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Bidder understands that failure to meet all requirements is cause for disqualification.

B.1 SOLICITATION AND CONTRACT REVIEW: Bidder has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information.

☐ Yes ☐ No

B.2 ADDENDA: Bidder has taken into account any and all addendums to the solicitation in making this Bid.

☐ Yes ☐ No ☐ N/A

B.3 PRE-SUBMISSION CONFERENCE: If attendance was mandatory, Bidder attended the Pre-Submission Conference.

☐ Yes ☐ No ☐ N/A

B.4 BID SUBMISSION: If submitting a Bid in paper format, Bidder has packaged the Bid in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time.

☐ Yes ☐ No

B.5 FORMS A or FORMS B: Bidder is properly submitting either Forms A or Forms B, but not both.

☐ Yes ☐ No

B.6 BOND: If applicable, Bidder has submitted its Bid Bond or Performance Bond.

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☐ Yes ☐ No ☐ N/A

B.7 SMALL BUSINESS SET-ASIDE: Bidder is a qualified small business in the Small Business Set-Aside Program at the time Bids are due.

☐ Yes ☐ No ☐ N/A

B.8 PACKET 1 – CONTRACT

☐ Yes ☐ No

B.8.1 Redacted Copy of Bid, if requesting confidential treatment ☐ Yes ☐ No ☐ N/A

B.9 PACKET 2 – OFFER

☐ Yes ☐ No

B.9.1 Offer ☐ Yes ☐ No

B.9.2 Exceptions to Solicitation Contract Terms and Conditions ☐ Yes ☐ No ☐ N/A

B.9.3 References ☐ Yes ☐ No ☐ N/A

B.10 PACKET 3 – FORMS A

☐ Yes ☐ No

B.10.1 Business and Directory Information ☐ Yes ☐ No

B.10.2 Illinois Department of Human Rights Public Contracts Number ☐ Yes ☐ No

B.10.3 Authorization to do Business in Illinois ☐ Yes ☐ No

B.10.4 Standard Certifications ☐ Yes ☐ No

B.10.5 State Board of Elections ☐ Yes ☐ No

B.10.6 Disclosure of Business Operations in Iran ☐ Yes ☐ No

B.10.7 Financial Disclosures and Conflicts of Interest ☐ Yes ☐ No

B.10.8 Taxpayer Identification Number ☐ Yes ☐ No

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B.11 PACKET 3 – FORMS B

☐ Yes ☐ No

- | | | |
|--------|--|--|
| B.11.1 | Illinois Procurement Gateway Registration # with expiration date | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B.11.2 | Certifications Timely to this Solicitation | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B.11.3 | Disclosure of Lobbyists for Bidder and parent entity(ies) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B.11.4 | Disclosure of current and pending contracts | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B.11.5 | Signature | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B.11.6 | Taxpayer Identification Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |

B.12 PACKET 4 – BEP UTILIZATION PLAN

- | | | |
|--------|---|---|
| B.12.1 | Does this solicitation contain a BEP goal? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B.12.2 | Minorities, Women, Persons with Disabilities Participation and Utilization Plan | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

B.13 PACKET 5 – VSB UTILIZATION PLAN

- | | | |
|--------|---|---|
| B.13.1 | Does this solicitation contain a VSB goal? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B.13.2 | Veteran Small Business Participation and Utilization Plan | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

B.14 CONTRACT SIGNATURE

Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.

☐ Yes ☐ No

B.15 SUBCONTRACTING

Bidder has indicated if subcontractors will be used and provided all requested information.

☐ Yes ☐ No ☐ N/A

B.16 LOCATION OF PERFORMANCE

Bidder has provided the location and known or anticipated value of services to be performed.

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☐ Yes ☐ No

B.17 REFERENCES

Bidder has enclosed references and all pertinent contact information for the references.

☐ Yes ☐ No ☐ N/A

B.18 PRICING

Bidder has completed the PRICING part of the CONTRACT.

☐ Yes ☐ No

B.19 EXCEPTIONS

In preparing the Bid, Bidder has taken (check one box below):

☐ No Exceptions

☐ Exceptions to the State's language or requirements; Exceptions must be provided on the State's form (Section 3, Part C.1) or must be in a substantially similar format. The State discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Bidder's Bid.

B.20 REQUEST FOR CONFIDENTIAL TREATMENT

Bidder has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Bidder's request.

☐ No, Bidder is not requesting confidential treatment for this Bid

☐ Yes, Bidder is seeking confidential treatment for portions of this Bid

B.21 PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

STATE OF ILLINOIS OFFER TO THE STATE OF ILLINOIS

Does Bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated applies to Bidder.

- ☐ Resident Bidder (30 ILCS 500/45-10)
- ☐ Recycled Supplies (30 ILCS 500/45-20)
- ☐ Recyclable Paper (30 ILCS 500/45-25)
- ☐ Environmentally Preferable Supplies or Services (30 ILCS 500/45-26)
- ☐ Illinois Correctional Industries (30 ILCS 500/45-30)
- ☐ Not-for-Profit Agencies for Persons with Significant Disabilities (30 ILCS 500/45-35)
- ☐ Gas Mileage (30 ILCS 500/45-40)
- ☐ Small Businesses (30 ILCS 500/45-45)
- ☐ Illinois Agricultural Products (30 ILCS 500/45-50)
- ☐ Corn-Based Plastics (30 ILCS 500/45-55)
- ☐ Veterans (30 ILCS 500/45-57)
- ☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- ☐ Public Purchases in Other State (30 ILCS 520)
- ☐ Illinois Mined Coal Act (30 ILCS 555)
- ☐ Steel Products Procurement (30 ILCS 565)
- ☐ Veteran's Preference (330 ILCS 55)
- ☐ Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575)
- ☐ Procurement of Domestic Products (30 ILCS 517)
- ☐ Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation: [Click here to enter text](#)

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Bidder's Name: [Click here to enter text](#)

Date: [Click here to enter a date.](#)

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

SECTION 3.

C. EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

[Click here to enter text](#) agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL VENDOR TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

[Click here to enter text](#) hereby agrees to the exceptions provided by [Click here to enter text](#) and to the Additional Terms and Conditions provided by [Click here to enter text](#).

Agreed: Click here to enter text	Agreed: Click here to enter text
By: Click here to enter text	By: Click here to enter text
Signed:	Signed:
Position: Click here to enter text	Position: Click here to enter text
Date: Click here to enter a date.	Date:

STATE OF ILLINOIS CONTRACT

Illinois Tollway
Various Work Uniforms,
Outerwear, Accessories, and Polo Shirts
#19-0008

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.

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

☒ Yes

☐ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

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

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
Various Work Uniforms,
Outerwear, Accessories, and Polo Shirts
#19-0008

VENDOR

Vendor Name: Click here to enter text.	Address (City/State/Zip): Click here to enter text.
Signature:	Phone: Click here to enter text.
Printed Name: Click here to enter text.	Fax: Click here to enter text.
Title: Click here to enter text.	Email: Click here to enter text.
Date:	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: : 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date:
Printed Name: Willard S. Evans, Jr.	
Official's Title: Chairman/Chief Executive Officer	
Official Signature:	
Printed Name: José R. Alvarez	
Official's Title: Executive Director	
Approved as to Form and Constitutionality Legal Signature:	Date:
Legal Printed Name:	
Legal's Title: Attorney General, State of Illinois	

**STATE OF ILLINOIS
CONTRACT**

Illinois Tollway
Various Work Uniforms,
Outerwear, Accessories, and Polo Shirts
#19-0008

Finance Signature:	Date:
Finance Printed Name:	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature:	Date:
Legal Printed Name: Kathleen Pasulka-Brown	
Legal's Title: General Counsel	
Procurement Signature:	Date:
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: R-26340
- Project Title: Various Work Uniforms, Outerwear, Accessories and Polo Shirts
- Contract #: 19-0008
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 20-557THA-PROCU-B-12803
- 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 Various Work Uniforms, Outerwear, Accessories (Group 1) and Polo Shirts (Group 2), which includes Tollway emblem patches, screen prints, and embroidered insignias as specified per line item, on an as-needed basis throughout the term of the contract. Product specifications are listed below and in Section 2, Pricing. Items purchased under this contract shall include, but not be limited to:

- Belts
- Caps
- Hats
- Boots
- Male Work Shirts, Long and Short Sleeve
- Male Oxford Dress Shirts, Long and Short Sleeve
- Male Tee Shirts, Long and Short Sleeve
- Male and Female Pants, Assorted Styles
- Male and Female Shorts, Assorted Styles
- Jumpsuits
- Parkas, Jackets, and Hoods
- Sweaters
- Sweatshirts
- Overalls
- Male Polo Shirts, Long and Short Sleeve
- Shoes

1.2.1. General Uniform Apparel Requirements: The following specifications cover the cutting, making, and trimming of the uniform items. The uniforms and accessories shall be completely finished to size when delivered, with the exception of hemming of pants, as described in Section 1.2.4.9.5. It is the responsibility of the vendor to furnish all cloth, lining, trimming, binding, thread, buttons, and other materials referred to in these specifications or needed to complete the uniform. All uniforms shall be clean, well-pressed, and with no raw edges or defective stitching. All costs incurred, including but not limited to, the making of each garment of uniform apparel, the taking of measurements, the production and application of all emblem patches (Exhibits 1, 4 and 5), embroidery (Exhibit 2), screen printing (Exhibit 3), reflective striping (Exhibits 4, 5 and 6), and delivery expense shall be borne by the vendor.

All uniforms shall be manufactured in the color and fabric specified and tailored according to industry standards. Color selections for various work uniform items are identified by color names. As a reference point, specified colors can be viewed in Red Kap® and Aramark® work clothing catalogs. The color names are identified to establish color standards and not for the purpose of limiting competition. Final determination of acceptable uniform samples and color approval is at the sole discretion of the Illinois Tollway.

Specification deviations shall be noted in the Specification Compliance Questionnaire (Exhibit 7). Sizes shall be marked on all garments with black indelible ink on a size loop attached to the basic label. When color is specified to be high visibility yellow/green it shall be compliant with ANSI/ISEA 107-2010 or latest approved (American National Standards Institute/International Safety Equipment Association). To comply with ANSI/ISEA 107-2010, a garment's background material, and retro reflective or combined-performance material, shall be tested and certified by an independent, accredited third-party laboratory. The manufacturer of the finished item shall then verify that the garment or headwear meets all the requirements of the standard and provides a certificate of compliance for each model. The Tollway may request that the certificate of compliance be submitted after the bid opening.

Tollway-specific Customized Uniform Items: Bidders shall be advised of Tollway-specific customization requirements in regard to the placement of reflective striping and "H E L P" decals for the following three line items. These three items are listed in Group 1, Various Work Uniforms, Outerwear, Accessories, and related pictures are provided at the end of this solicitation document in the following Exhibits:

- Line Item 25 – "H E L P" Jumpsuits Exhibit 4.
- Line Item 30 – "H E L P" Parkas Exhibit 5.
- Line Item 34 – "H E L P" Insulated Bib Overalls Exhibit 6.

Additional clothing items shall also require Tollway-specific customization such as, patches, embroidery and screen-printed logos.

1.2.2. Specifications for Accessories and Footwear

1.2.2.1. Belt (Line 1)

- 1.2.2.1.1. Width: 1-1/2" wide.
- 1.2.2.1.2. Color: Black.
- 1.2.2.1.3. Materials: Genuine leather, pebble finish.
- 1.2.2.1.4. Construction: Sewn edge.
- 1.2.2.1.5. Buckle: Solid heavy-duty regular style buckle, brass type finish.

1.2.2.2. Cap (Line 2)

- 1.2.2.2.1. Construction and Materials: Baseball-style, four (4) piece top construction designed to look like standard six (6) piece construction. Front panel riser shall be seamless to accommodate emblem, with seam at top only. Rear panel of

double width, with color coordinated plastic strap for size adjustment. Standard side panels. Front panel (double) and visor shall be 100% polyester bonded to foam and backed with acetate bond. Side panels shall be 100% polyester and rear panel of mesh with stitched eyelet for maximum air circulation. Highly absorbent cotton on crinoline sweatband of white material with a water-repellant moisture barrier. Sweatband shall be concealed from view; no more than ¼" of band material shall show.

1.2.2.2.2. Color: High-visibility yellow/green.

1.2.2.2.3. Emblem: All caps shall be furnished with a patch with Tollway logo on front portion in a 3" diameter circle. Unit price shall include application and cost of emblem patch.

1.2.2.3. Hat (Line 3)

1.2.2.3.1. Construction and Materials: Knit, 100% acrylic bulky knit, machine washable. 9"x6" piece of material doubled over and sewn together at top to resist revealing. Total length unfolded shall not be less than 13" with a minimum turn up of 3-1/2" to accommodate emblem patch.

1.2.2.3.2. Color: High-visibility yellow/green.

1.2.2.3.3. Emblem: Unit price shall include application and cost of emblem patch.

1.2.2.4. Boot, Safety (Line 4)

1.2.2.4.1. Construction and Materials: Cold weather, 10" boot height. Leather tops, storm welt at the seams, triple stitching joining the leather tops to the rubber bottom. Slip resistant cleated sole, heavy wool felt liner removable for drying or replacing. Stay-ties with non-rusting eyelets.

1.2.2.4.2. Color: Brown.

1.2.3. Specifications for Shirts

1.2.3.1. General Specifications for Shirts

1.2.3.1.1. Tailoring: Stitches shall be of proper tension and size in order to avoid puckering after laundering and shall give durable press performance. Collar and cuffs shall be single-stitched 1/4" from the edge and pockets shall be single-stitched on the edge.

1.2.3.1.2. Fabric: Poplin, 65% polyester/35% combed cotton. First vat dye, sanforized and mercerized with press finish and soil release finish. High-visibility shirts shall be made of 100% polyester moisture-wicking fabric.

1.2.3.1.3. Pockets: Pockets shall have mitered corners, approximately 5.5" W x 6" L, die cut and creased.

1.2.3.1.4. Buttons: Thermo-setting polyester material and shall match fabric color.

- 1.2.3.1.5. Collar stays: Vinyl approximately 2-1/2"L x 3/8"W (non-removable).
- 1.2.3.1.6. Thread: Polyester core thread shall match shirt fabric.
- 1.2.3.1.7. Collar: Shape and style of leaf and stand shall conform to the FX89 collar, points approximately 3"L, medium spread. Back of stand shall be 1-1/2".
- 1.2.3.1.8. Front: Center facing shall be approximately 1-1/2" wide from collar stand to bottom of shirt, of same fabric of shirt, two (2) rows of stitching 7.8" apart, six (6) vertical button holes placed on right side from collar stand to bottom of shirt, six (6) buttons securely attached to bottom stand corresponding with button holes on center facing.
- 1.2.3.1.9. Interlining: Collar band and cuffs shall be interfaced with 100% polyester interlining.
- 1.2.3.1.10. Size Marking: Sizes shall be marked with black indelible ink on a size loop attached to basic lapel in yoke and on outside of left front tail.

1.2.3.2. Male Tailored Work Shirt, Long Sleeve (Line 5)

- 1.2.3.2.1. Construction: All specifications found in Section 1.2.3.1.
- 1.2.3.2.2. Pockets: Two (2) button down pockets. Pockets shall have mitered corners, approximately 5.5"W x 6"L, die cut and creased.
- 1.2.3.2.3. Sleeves: Straight and whole, cuffs shall be approximately 2.5"W with rounded corners, one button fasten, sleeve opening approximately 5" from the top of cuff, opening facing 1"W and securely tacked at top, sleeve attached and side closing seams shall be sewn with merrow stitch and safety stitch.
- 1.2.3.2.4. Color: Lagoon green.
- 1.2.3.2.5. Emblem: Unit price shall include cost and application of emblem patch above left pocket.

1.2.3.3. Male Tailored Work Shirts, Short Sleeve (Line 6)

- 1.2.3.3.1. Construction: All specifications found in Section 1.2.3.1.
- 1.2.3.3.2. Pockets: Two (2) button-down pockets. Pockets shall have mitered corners, approximately 5.5"W x 6"L, die cut and creased.
- 1.2.3.3.3. Sleeves: Straight and whole with 1" hem, finished 9-1/2". Sleeve side closing seams shall be sewn with merrow stitch and safety stitch.
- 1.2.3.3.4. Color: Lagoon green.

1.2.3.3.5. Emblem: Unit price shall include cost and application of emblem patch above left pocket.

1.2.3.4. Male Tailored Oxford Dress Shirt, Long Sleeve (Line 7)

1.2.3.4.1. Construction: All specifications found in Section 1.2.3.1.

1.2.3.4.2. Pockets: One (1) button-down pocket. Pocket shall have mitered corners, approximately 5.5"W x 6"L, die cut and creased.

1.2.3.4.3. Collar: Shirt shall have a button-down collar

1.2.3.4.4. Sleeves: Straight and whole, cuffs shall be approximately 2.5"W with rounded corners, one button fasten, sleeve opening approximately 5" from the top of cuff, opening facing 1"W and securely tacked at top, sleeve attached and side closing seams shall be sewn with merrow stitch and safety stitch.

1.2.3.4.5. Color: White and French blue shall be available.

1.2.3.4.6. Emblem: Unit price shall include cost and application of emblem patch above left pocket.

1.2.3.5. Male Tailored Oxford Dress Shirt, Short Sleeve (Line 8)

1.2.3.5.1. Construction: All specifications found in Section 1.2.3.1.

1.2.3.5.2. Pockets: One (1) button-down pocket. Pocket shall have mitered corners, approximately 5.5"W x 6"L, die cut and creased.

1.2.3.5.3. Collar: Shirt shall have a button-down collar.

1.2.3.5.4. Sleeves: Straight and whole with 1" hem, finished 9-1/2". Sleeve side closing seams shall be sewn with merrow stitch and safety stitch.

1.2.3.5.5. Color: White and French blue shall be available.

1.2.3.5.6. Emblem: Unit price shall include cost and application of emblem patch above left pocket.

1.2.3.6. Male Tee Shirt, Short Sleeve, High- visibility, Class 3 (Radians ST11-3PGS or Occunomix LUX-SSEPT3B or approved equal) (Line 9)

1.2.3.6.1. Fabric: 100% Moisture wicking Birdseye polyester mesh.

1.2.3.6.2. Pockets: One (1) left chest pocket

1.2.3.6.3. Thread: Polyester core thread shall match shirt fabric.

1.2.3.6.4. Size Marking: Sizes shall be marked with black indelible ink on a size loop attached to basic label in yoke and on outside of left front.

1.2.3.6.5. Color: High-visibility yellow/green.

1.2.3.6.6. Insignia: Unit price shall include cost and silk screening of insignia on left chest pocket in black.

1.2.3.7. Male Tee Shirt, Long Sleeve, High-visibility, Class 3 (Radains ST21B-3PGS or Occunomix LUX-LSETPBK or approved equal) (Line 10)

1.2.3.7.1. Fabric: 100% Moisture wicking Birdseye polyester mesh.

1.2.3.7.2. Pockets: One (1) left chest pocket

1.2.3.7.3. Thread: Polyester core thread shall match shirt fabric.

1.2.3.7.4. Size Marking: Sizes shall be marked with black indelible ink on a size loop attached to basic label in yoke and on outside of left front.

1.2.3.7.5. Color: High-visibility yellow/green. Black bottom front and lower sleeves

1.2.3.7.6. Insignia: Unit price shall include cost and silk screening of insignia on left chest pocket in black.

1.2.3.8. Male Tee Shirt, HELP Truck, Short Sleeve, High-visibility, Class 3 High-visibility [Radians ST11-3PGS or Occunomix LUX-SSETP3B or approved equal], Exhibit 3 (Line 11)

1.2.3.8.1. Fabric: 100% Moisture wicking Birdseye polyester mesh.

1.2.3.8.2. Pockets: One (1) left chest pocket.

1.2.3.8.3. Thread: Polyester core thread shall match shirt fabric.

1.2.3.8.4. Size Markings: Sizes shall be marked with black indelible ink on a size loop attached to basic label in yoke and on outside of left front.

1.2.3.8.5. Color: High-visibility yellow/green.

1.2.3.8.6. Insignia: Unit price shall include cost and silk screening of insignia on left chest pocket in black.

1.2.3.8.7. HELP emblem in 6" letters: "H E L P" in silver 3M (500 candlepower) high-intensity reflective material heat pressed on upper back.

1.2.3.9. Male Tee Shirt, HELP Truck, Long Sleeve, High-visibility, Class 3 High-visibility [Radians ST21B-3PGS or Occunomix LUX-LSETPBK or approved equal] (Line 12)

1.2.3.9.1. Fabric: 100% Moisture wicking Birdseye polyester mesh.

1.2.3.9.2. Pockets: One (1) left chest pocket

1.2.3.9.3. Thread: Polyester core thread shall match shirt fabric.

1.2.3.9.4. Size Markings: Sizes shall be marked with black indelible ink on a size loop attached to basic label in yoke and on outside of left front.

1.2.3.9.5. Color: High-visibility yellow/green. Black bottom front and lower sleeves.

1.2.3.9.6. Insignia: Unit price shall include cost and silk screening of insignia on left chest pocket in black.

1.2.3.9.7. HELP emblem in 6" letters: "H E L P" in silver 3M (500 candlepower) high-intensity reflective material heat pressed on upper back.

1.2.4. Specifications for Pants

1.2.4.1. General Specifications for Male Work Pants: (Line 13)

1.2.4.1.1. Construction: Quarter top front pockets shall have separate facing, hip pocket welts set in, belt loop attached by bartacking from outside at top and bottom of each loop, darts above hip pockets.

1.2.4.1.2. Fabric: Body of 65% polyester/35% cotton, durable press finish, vat thermosal dyed. 8 ounces per square yard front and hip pockets and waistbanding of 65% polyester/35% cotton drill. 100% polyester woven interlining.

1.2.4.1.3. Closures: Hook and eye waist closure; zipper size 44 solid brass, ratcheting slider; one (1) 22 ligne four-hole button on left hip pocket.

1.2.4.1.4. Mainseams: Inseam and outseams shall be sewn with 1/4" gauge safety-stitch; seat seam sewn with tandem needle chain stitch; outlet edges shall be surged; pockets constructed by stitch, turn and restitch method; bottom hems blind stitched on finished length pants; all seams sewn with polyester thread.

1.2.4.1.5. Hip Pockets: Shall be set with set-in welt; button/bottom hole on left pocket.

1.2.4.1.6. Fly: Right fly shall be lined with pocketing fabric extending into crotch; right and left fly shall be bartacked together through outside above bottom of zipper.

1.2.4.1.7. Hem: Shall be 2" and blind stitched on finished length pants.

1.2.4.1.8. Color: Spruce green or navy blue.

1.2.4.2. General Specifications for Female Work Pants: (Line 14)

1.2.4.2.1. Construction: Zipper front closure, back waistband with 2" elastic insert and four (4) rows of stitching, two (2) quarter top front pockets with separate facings, front has 2" wide one-piece folded band with single hook and eye at waistband.

1.2.4.2.2. Fabric: 65% polyester / 35% cotton twill, 8 ounces per square yard, durable press finish, and vat thermosal dyed. Front pockets, 65% polyester / 35% cotton twill.

- 1.2.4.2.3. Closures: Waistband shall be closed with one (1), 22 ligne button and zipper size 44 solid brass, ratcheting slider. One (1) 22 ligne four-hole button on left hip pocket.
- 1.2.4.2.4. Mainseams: Sideseam, inseam and back seat seam joined with 3/8" gauge safety stitch with overedge stitching; pant joined from base of fly to inseam with single needle lockstitch; elastic set with four needle chain stitch, pockets constructed by stitch, turn, and restitched method; all seams sewn with polyester thread.
- 1.2.4.2.5. Fly: Dungaree type fly, both sides shall be constructed with body fabric; right fly shall be folded in half lengthwise and set in front seam with zipper chain; left fly is one ply.
- 1.2.4.2.6. Front Pockets: Quarter top construction.
- 1.2.4.2.7. Bartacks: 28 stitch bartacks shall be at top of front pocket opening; top of front pocket toward fly, bottom of front pocket opening at sideseam junction; top of band on each sideseam; bottom of band on each sideseam, bottom of fly; bottom of both flys together inside.
- 1.2.4.2.8. Hem: Shall be 2" and blind stitched on finished length pants.
- 1.2.4.2.9. Color: Spruce green or navy blue.

1.2.4.3. Female Work Shorts (Line 15)

- 1.2.4.3.1. Construction: In addition to specifications found in Section 1.2.4.2, Female Shorts shall have a double-pleated front.
- 1.2.4.3.2. Fabric: Body of 65% polyester/35% cotton, permanent press wrinkle-resistant twill, 7.5 ounces per square yard. Vat Thermosal dyed.
- 1.2.4.3.3. Closures and Fly: Zipper dungaree-type fly with button closure.
- 1.2.4.3.4. Pockets: Two (2) quarter top front pockets. Two (2) set-in hip pockets.
- 1.2.4.3.5. Color: Navy Blue.

1.2.4.4. Male Work Shorts (Line 16)

- 1.2.4.4.1. Construction: In addition to specifications found in Section 1.2.4.1., Male Shorts shall have a double-pleated front.
- 1.2.4.4.2. Fabric: Body of 65% polyester/35% cotton, permanent press wrinkle-resistant twill, 7.5 ounces per square yard. Vat Thermosal dyed.
- 1.2.4.4.3. Closures and fly: Zipper dungaree-type fly with button closure.
- 1.2.4.4.4. Pockets: Two (2) quarter top front pockets. Two (2) set-in hip pockets.
- 1.2.4.4.5. Color: Navy blue

1.2.4.5. Male Pleated Pants (Line 17)

- 1.2.4.5.1. Construction: Pleated, no-roll waistband, lined crotch, belt loops 2" stitched through.
- 1.2.4.5.2. Fabric: Body of 70% polyester/30% wool, 10.5 oz. weight. Permanent press, washable.
- 1.2.4.5.3. Closures: Hook and eye waist closure.
- 1.2.4.5.4. Pockets: Two slack-style front pockets, two set-in hip pockets, left has button closure.
- 1.2.4.5.5. Color: Charcoal gray.

1.2.4.6. Cargo Pants (Line 18 and 19)

- 1.2.4.6.1. Construction: Flat front. 19" bottom straight leg opening. Fabric: 100% Cotton twill, 8.5 ounces. Garment washed.
- 1.2.4.6.2. Closures: Front fly zipper and button waist.
- 1.2.4.6.3. Pockets: Pleated cargo pockets on right and left sides of pant legs. Front slash pockets, two back pockets with button flap closures.
- 1.2.4.6.4. Fly: Front fly zipper and button waist.
- 1.2.4.6.5. Color: Khaki, navy blue, green.

1.2.4.7. Help Truck Driver Cargo Pants: Line 20

- 1.2.4.7.1. Construction: Flat front.
- 1.2.4.7.2. Fabric: 65/35 polyester / cotton blend Red Kap PT88 or Dickies LP600 Industrial Relaxed fit or approved equal.
- 1.2.4.7.3. Pockets: 2 front slash pockets, two back pockets, pleated cargo pockets with hidden snap or button closure.
- 1.2.4.7.4. Fly: front fly zipper.
- 1.2.4.7.5 Color: Black with sliver / lime green retro-reflective stripping, two, 3" rows below the knee on each leg.

1.2.4.8. Painter Pants (for Tollway Carpenter Staff Only) (Line 21)

- 1.2.4.8.1. Construction: No bib. Continuous one-piece folded set waistband. Triple-stitched seams. Hammer loops on both legs. Straight leg silhouette with generous leg opening that fits over boots.
- 1.2.4.8.2. Fabric: 8.75 ounces cotton drill, pre-shrunk.
- 1.2.4.8.3. Closures: Button closure.
- 1.2.4.8.4. Pockets: Two (2) deep scoop front pockets. Two (2) oversized hip pockets and rule pocket on right leg.
- 1.2.4.8.5. Color: White.

1.2.4.9. Male Pullover Pants (Line 22)

- 1.2.4.9.1. Construction: Pull-over, ANSI/ISEA Class E compliant. Mesh polyester knit waist, same material and color as garment with elastic band insert on rear side. Mesh polyester knit cuffs at ankles, same material and color as the garment elastic band inserts. Hook and loop side opening on both outer legs approximately 9" length from bottom of pants legs. Two pass through opening located on outer seams below the waist, 8.5."
- 1.2.4.9.2. Closures: No fly.
- 1.2.4.9.3. Pockets: One right side rear pocket with hook and loop. Loop shall be 6.0" x 7.0."
- 1.2.4.9.4. Color: High-visibility yellow/green with orange-red underlay and silver stripe.
- 1.2.4.9.5. Hemmed Pants: The majority of uniform pants required by the Tollway shall be hemmed. The Tollway also plans to stock some un-hemmed pants in their clothing room. The vendor shall be required to hem pants purchased from this contract. When the Tollway submits pants to be hemmed, the Vendor shall return the hemmed pants within seven (7) working days. The Tollway reserves the right to submit pants to be hemmed to the vendor on an as-needed basis, at no additional cost to the Tollway (shipping paid by vendor). Any charges for hemming shall be included in the price of the pants.

1.2.5. Specifications for Jumpsuits

1.2.5.1. Jumpsuit, Full Navy Blue (For Tollway Money Room Staff Only) (Line 23)

- 1.2.5.1.1. Construction: Full jumpsuit, half-sleeved with elasticized waistband. No leg cuffs, no patches applied.
- 1.2.5.1.2. Fabric: 65% polyester, 35% combed cotton twill weave with a soil-release finish. 7.50 ounces per square yard, pre-cured finish with less than 1% residual shrinkage, and durable press.
- 1.2.5.1.3. Closures: Full closing front using a zipper with a two-way brass gripper fastener.
- 1.2.5.1.4. Pockets: No pocket or any openings that could be made into pockets.
- 1.2.5.1.5. Color: Navy Blue.

1.2.5.2. Jumpsuit, Full Gray, Charcoal (Line 24)

- 1.2.5.2.1. Construction: Full jumpsuit, half-sleeved with elasticized waistband.
- 1.2.5.2.2. Fabric: 65% polyester, 35% combed cotton twill weave with a soil-release finish. 7.50 ounces per square yard, pre-cured finish with less than 1% residual shrinkage, and durable press.
- 1.2.5.2.3. Closures: Full closing front using a zipper with a two-way brass gripper fastener.

- 1.2.5.2.4. Pockets: Two (2) patch breast pockets, two (2) patch hip pockets.
- 1.2.5.2.5. Color: Gray.
- 1.2.5.2.6. Emblem: Unit price shall include cost and application of emblem patch above left breast pocket.
- 1.2.5.3. Jumpsuit, Full High-visibility, Tollway Specific, Exhibit 4 (Line 25)
 - 1.2.5.3.1. Construction: Half sleeved, with elasticized waistband, Action back
 - 1.2.5.3.2. Fabric: 65% polyester, 35% combed cotton twill weave with a soil-release finish. 7.50 ounces per square yard, pre-cured finish with less than 1% residual shrinkage, and durable press.
 - 1.2.5.3.3. Closures: Full closing front using a zipper with a two-way brass gripper fastener.
 - 1.2.5.3.4. Pockets: Two (2) patch breast pockets, two (2) rear pockets, and two (2) patch hip pockets.
 - 1.2.5.3.5. Reflective Tape: 2" orange-red underlay /silver high-intensity retro reflective tape around ends of sleeves, ankles, knees, and waist.
 - 1.2.5.3.6. Color: High visibility yellow/green.
 - 1.2.5.3.7. Emblem: Tollway gold patch sewn on left chest area, HELP emblem in 6" letters: "H E L P" in silver 3M (500 candlepower) high-intensity reflective material heat pressed on upper back.
- 1.2.6. Specifications for Parkas and Jackets
 - 1.2.6.1. Men's Nylon Windbreaker (Line 26)
 - 1.2.6.1.1. Construction: Nylon windbreaker with cotton flannel lining. Jacket shall have set-in sleeves, elastic cuffs, two (2) slash pockets with storm welts, double-needle seams, and a drawstring waistband snap front opening.
 - 1.2.6.1.2. Fabric: Fabric shall be 100% single-ply nylon taffeta, water repellent, with preshrunk cotton flannel lining, and machine washable.
 - 1.2.6.1.3. Emblem: Emblem patch shall be sewn on left chest area. Unit price shall include application and cost of emblem patch.
 - 1.2.6.1.4. Color: Forest green and high-visibility yellow/green.
 - 1.2.6.2. Bomber Jacket (Line 27)
 - 1.2.6.2.1. Construction: Jacket, bomber, polyester, with removable fleece liner. ANSI/ISEA Class 3.
 - 1.2.6.2.2. Outer shell: Outer shell shall be constructed of 150 denier polyester, be flame retardant (FR) treated and breathable, and have a contrasting 3" trim, 2" silver reflective tape. All seams shall be sealed for inclement weather use. Navy blue collar, cuffs, and elastic take-up on bottom edge.
 - 1.2.6.2.3. Pockets and closures: Jacket shall have two (2) slant pockets, one (1) pencil pocket, pocket for cell phone/small radio,

microphone tab on each shoulder, and two-way heavy-duty zipper with non-conductive closures.

1.2.6.2.4. Liner: Liner shall be fleece, navy blue, removable, with yellow/silver reflective trim on sleeves.

1.2.6.2.5. Emblem: Unit price shall include cost and application of emblem patches on left chest of jacket (outer shell only).

1.2.6.2.6. Color: High-visibility yellow/green with Navy blue collar, cuffs and elastic take-up on the bottom edge.

1.2.6.3. Parka (Line 28)

1.2.6.3.1. Construction: Jacket shall be C-ANSIP plus, 44" length, with removable fleece liner and hood, ANSI/ISEA 107-2010 Class 3 compliant or latest approved, outer shell shall be waterproof and water-repellent yoke style with 2" silver reflective trim package.

1.2.6.3.2. Pockets and closures: Jacket shall have a concealed zipper, detachable hood with drawstring, 2-way front non-conductive zipper, storm flap with snap closure, adjustable cord lock drawstring waist, adjustable hook-and-loop cuffs, radio pocket with adjustable closure, microphone tab on each shoulder, integrated clear identification pocket or badge tab, chest pocket with flap closure, two lower front slash-cut hand warmer pockets, two lower cargo/bellows pockets, inside zippered pocket, inner nylon sleeve construction, and hidden knit wrists.

1.2.6.3.3. Liner: Liner shall be removable heavy-duty polar fleece with triple trim. Liner shall double as a jacket.

1.2.6.3.4. Emblem: Unit price shall include cost and application of emblem patches on left chest of jacket (outer shell only).

1.2.6.3.5. Color: High-visibility yellow/green with silver reflective trim.

1.2.6.4. Medium-weight Nylon Jacket with Fleece Lining and Collar (Line 29)

1.2.6.4.1. Construction: Jacket shall be medium-weight, nylon with fleece lining and collar. Jacket shall be generous full cut with two front pockets with zippers, inner chest pocket with zipper, double-stitched seams, raglan sleeves, and stretch cuffs and waistband.

1.2.6.4.2. Fabric: Fabric shall be polyurethane coated heavyweight nylon shell and shall be waterproof and water-resistant, and fully lined with super heavyweight 11.5 anti-pilling fleece.

1.2.6.4.3. Emblem: Unit price shall include gold emblem patch sewn on left chest area.

1.2.6.4.4. Color: High-visibility yellow/green. Black lining and collar.

1.2.6.5. Winter Parka Shell (100% Acrylic), Tollway Specific, Exhibit 5 (Line 30)

1.2.6.5.1. Construction: Parka shell shall be constructed of 100% acrylic with thermal insulation, be 31"-32" in length, and have raglan sleeves. Parka shell shall have a Mandarin collar, zipper storm flap with snaps, insulated patch pockets with flaps and hand warmer sides, outside arm pencil pocket with inside breast wall

- pocket, and snaps around collar for detachable hood (to be ordered separately: see Section 1.2.6.6).
 - 1.2.6.5.2. Emblem: Tollway patch shall be sewn on left chest area and "H E L P" emblem (six (6) inch letters "H E L P" in silver, 500 candle power, high-intensity reflective material) shall be heat pressed on upper back. Unit price shall include cost and application of emblem patch and "H E L P" emblem.
 - 1.2.6.5.3. Reflective Tape: Two (2) 2-inch lime/silver strips of reflective tape shall be placed on lower sleeve. One (1) lime/silver strip shall be placed around chest and along bottom.
 - 1.2.6.5.4. Color: Hi-visibility yellow green.
 - 1.2.6.6. Hoods for Insulated Parka (Line 31)
 - 1.2.6.6.1. Construction: Hoods shall be insulated and detachable.
 - 1.2.6.6.2. Color: High-visibility yellow/green.
- 1.2.7. Sweaters (Line 32)
 - 1.2.7.1. Construction: Long sleeve, v-neck with matching banding, pull-over.
 - 1.2.7.2. Fabric: Low-pill acrylic.
 - 1.2.7.3. Color: Black.
 - 1.2.7.4. Emblem: Tollway logo shall be embroidered with white thread on left side of chest. Dimensions: 1-3/4"L x 7/8"H.
- 1.2.8. Sweatshirts (Line 33)
 - 1.2.8.1. Construction: Hooded, muff pockets, full front zipper.
 - 1.2.8.2. Fabric: Arctic thermal.
 - 1.2.8.3. Color: Navy, Gray, Green, High-visibility Yellow/Green and Fluorescent Orange.
 - 1.2.8.4. Emblem: Unit price shall include gold emblem patch sewn on left chest area.
- 1.2.9. Overalls
 - 1.2.9.1. Bib Overalls to match Parkas, Tollway Specific, Exhibit 6 (Line 34)
 - 1.2.9.1.1. Construction: Overall, bib-type insulated, to match parka. Overall shall have a 100% acrylic shell (stain and water resistant) with 200 gram body and leg insulation. There shall be no emblem or patch or embroidery.
 - 1.2.9.1.2. Reflective Tape: 2" orange-red underlay /silver high-intensity retro reflective tape down the outside of each leg and two (2) strips around each ankle.
 - 1.2.9.1.3. Color: Hi-vis yellow/green.
- 1.2.10. Charge, Custom Lengths (Line 35)
 - 1.2.10.1. There shall be an additional charge allowed for extra length on sleeves or pant legs and waists, outside of the specifications listed in the sections above.

1.2.11. Polos (Group 2A)

1.2.11.1. Short Sleeve (Group 2A, Line 1)

- 1.2.11.1.1. Tailoring: All stitches shall be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. A merrow stitch with a safety stitch shall be used on the side closing seams as well.
- 1.2.11.1.2. Thread: All sewing shall be done with Dacron or approved equal core thread to match shirt fabric.
- 1.2.11.1.3. Fabric: Fabric shall be Jersey knit, 50% polyester/50% cotton blend, 5.6 oz.
- 1.2.11.1.4. Pocket: There shall be one pocket on the left chest.
- 1.2.11.1.5. Neck: Neck shall have a two (2) button placket. The back of the collar stand shall measure 1-1/2" minimum when folded over. Buttons shall be pearlized.
- 1.2.11.1.6. Sleeves: Sleeves shall have a double-needle stitched one (1) inch hem. Sleeve length shall be consistent with shirt size. Sleeves shall be secured to the body of the shirt by means of merrow stitch with a safety stitch.
- 1.2.11.1.7. Hem: Bottom of shirt shall be neatly hemmed with firmly stitched side slits.
- 1.2.11.1.8. Emblem: Insignia shall be embroidered on left chest one (1) inch above pocket. Unit price shall include embroidery.
- 1.2.11.1.9. Color: Orange, navy, gray, and white. Agency shall specify shirt and insignia colors when orders are placed.

1.2.11.2. Long Sleeve (Group 2A, Line 2)

- 1.2.11.2.1. Tailoring: All stitches shall be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. A merrow stitch with a safety stitch shall be used on the side closing seams. Collar and cuffs shall be single-stitched ¼" from the edge.
- 1.2.11.2.2. Thread: All sewing shall be done with Dacron or approved equal core thread to match shirt fabric.
- 1.2.11.2.3. Fabric: Fabric shall be pique knit, 65% polyester/35% cotton blend, 6.2 oz.
- 1.2.11.2.4. Pocket: There shall be one pocket on the left chest. The pockets and flaps shall be single-stitched on the edge.
- 1.2.11.2.5. Neck: Neck shall have a three (3) button placket. The back of the collar stand shall measure 1-1/2" minimum when folded over. Buttons shall match fabric and be made of thermo-setting polyester material.
- 1.2.11.2.6. Sleeves: Sleeves shall have rib knit cuffs in fabric that has been dyed with body of shirt. Sleeve length shall be consistent with shirt size. Sleeves shall be secured to the

- body of the shirt by means of a merrow stitch with a safety stitch.
- 1.2.11.2.7. Hem: Bottom of shirt shall be neatly hemmed with firmly stitched side slits.
- 1.2.11.2.8. Color: Orange, navy, gray, and white. Agency shall specify shirt and insignia colors when orders are placed.
- 1.2.11.2.9. Emblem: Insignia shall be embroidered on left chest one (1) inch above pocket. Unit price shall include embroidery.

1.2.12. Polos (Group 2B)

1.2.12.1. Short Sleeve Performance Knit (Red Kap SK02 or Approved Equal) (Group 2B, Line 1)

- 1.2.12.1.1. Tailoring: All stitches shall be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. A merrow stitch with a safety stitch shall be used on the side closing seams as well.
- 1.2.12.1.2. Thread: All sewing shall be done with Dacron or approved equal core thread to match shirt fabric.
- 1.2.12.1.3. Fabric: Performance knit, 100% soft hand polyester, breathable, moisture wicking fabric, soil release.
- 1.2.12.1.4. Pocket: There shall be one pocket on the left chest.
- 1.2.12.1.5. Neck: Neck shall have a three (3) button placket. The back of the collar stand shall measure 1-1/2" minimum when folded over. Buttons shall match fabric.
- 1.2.12.1.6. Sleeves: Sleeves shall have a double-needle stitched one (1) inch hem. Sleeve length shall be consistent with shirt size. Sleeves shall be secured to the body of the shirt by means of merrow stitch with a safety stitch.
- 1.2.12.1.7. Hem: Bottom of shirt shall be neatly hemmed with firmly stitched side slits.
- 1.2.12.1.8. Emblem: Insignia shall be embroidered on left chest one (1) inch above pocket. Unit price shall include embroidery.
- 1.2.12.1.9. Color: Orange, navy, gray, and white. Agency shall specify shirt and insignia colors when orders are placed.

1.2.12.2. Long Sleeve Performance Knit (Group 2, Line 2)

- 1.2.12.2.1. Tailoring: All stitches shall be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. A merrow stitch with a safety stitch shall be used on the side closing seams. Collar and cuffs shall be single-stitched ¼" from the edge.
- 1.2.12.2.2. Thread: All sewing shall be done with Dacron or approved equal core thread to match shirt fabric.

- 1.2.12.2.3. Fabric: Performance knit, 100% soft hand polyester, breathable, moisture wicking fabric, soil release.
- 1.2.12.2.4. Pocket: There shall be one pocket on the left chest. The pockets and flaps shall be single-stitched on the edge.
- 1.2.12.2.5. Neck: Neck shall have a three (3) button placket. The back of the collar stand shall measure 1-1/2" minimum when folded over. Buttons shall match fabric and be made of thermo-setting polyester material.
- 1.2.12.2.6. Sleeves: Sleeves shall have rib knit cuffs in fabric that has been dyed with body of shirt. Sleeve length shall be consistent with shirt size. Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch.
- 1.2.12.2.7. Hem: Bottom of shirt shall be neatly hemmed with firmly stitched side slits.
- 1.2.12.2.8. Color: Orange, navy, gray, and white. Agency shall specify shirt and insignia colors when orders are placed.
- 1.2.12.2.9. Emblem: Insignia shall be embroidered on left chest one (1) inch above pocket. Unit price shall include embroidery.

1.2.13 Shoes (Group 3):

- 1.2.13.1 Women's Oxford, Stain Resistant, Non-Slip
 - Sizes: 5 – 12 Medium Width
 - Sizes: 6 – 10 Wide Width
 - Color: Black, Brown, Navy
 - Closure: Closed Toe
 - Material: Non-porous; Composite Toe
- 1.2.13.2 Men's Oxford, Stain Resistant, Non-Slip
 - Sizes: 7 – 15 D Width
 - Sizes: 8 – 13 EE Width
 - Sizes: 8 – 13 H Width
 - Color: Black, Brown, Navy
 - Closure: Closed Toe
 - Material: Non-porous; Composite Toe

1.2.14. **Inspection:**

The Tollway reserves the right to inspect the goods after delivery to the Tollway to determine whether the goods meet contract specifications. If, within thirty (30) days of delivery, the Tollway determines that the goods do not meet contract specifications, the Tollway may at its sole option:

- 1) Reject the goods and return them to the vendor at vendor's expense, at which time the Tollway's obligations to the vendor as to the rejected goods shall become null and void.

- 2) Request the vendor to conform the goods to contract specifications. The conforming goods shall be returned properly within time limits established by the Tollway and at no cost to the Tollway.
 - 3) Hold any monies due the vendor, the reasonable value of the rejected material, replacement parts, workmanship, or services, based upon the contract price. If after delivery the Tollway discovers that the goods do not meet a contract specification, the Tollway may, within one (1) year of the date the non-conforming goods were delivered to the Tollway, request the vendor, at no charge to the Tollway, to replace the existing goods with goods that conform to contract specifications. This provision applies to non-conformities discovered while the goods are in use, and which would not be visible through the routine inspection allowed in the above terms and conditions.
- 1.2.15. **Product Samples:** Before a Contract is awarded, the lowest-priced responsive / responsible bidder(s) shall be required to submit finished samples for each line item. Each sample shall be identified with the line item number(s) and solicitation number. Samples shall be delivered to the Illinois Tollway, Attention: Clothing Room, 4 S. 496 Naperville Road, in Naperville, Illinois, 60563. Failure to comply shall deem the bid non-responsive. Current supplier shall not be exempted from this provision. The successful bidder's samples shall become the property of the Tollway and shall be used as master samples to verify future shipments for compliance with contract specifications. Final bid award shall be dependent upon the Tollway's approval of product samples.
- 1.2.16. **Waiver of Technical Variances:** The Tollway reserves the right to waive minor deficiencies, informalities or technical variances which by their nature are restrictive to a given manufacturer, if in its judgment, it would be in the best interest of the Tollway to do so and it would not prejudice the rights of other bidders. The Tollway's determination of contract specification compliance and acceptable specification deviations shall be final.
- 1.2.17. **Brand Name or Equal:** Some 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.

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.

1.3. MILESTONES AND DELIVERABLES: Deliveries shall be made within ten (10) working days after receipt of an order. Vendor shall submit itemized invoices within fifteen (15) days of each delivery to the Tollway. Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532 or FinanceInvoices@getipass.com.

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

1.5. TRANSPORTATION AND DELIVERY: Delivery shall be freight on board (F.O.B.) destination to the Illinois Tollway, Attention: Clothing Room, 4 S. 496 Naperville Road, in Naperville, IL 60563, Monday through Friday, 8:30 A.M. to 3:00 P.M., except State holidays, within fifteen (15) business days of a phone call or faxed order by authorized Tollway personnel. Special size orders shall be delivered within thirty (30) business days and "H E L P" uniforms within forty (40) business days from placement of order. Goods furnished under this contract shall be delivered in multiple deliveries as determined by the needs of the Tollway.

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: Bidders may bid on all, one, or any combination of groups to be considered responsive. Bidders shall provide a bid for all line items listed within each group selected. Bidders bidding on Group 2 shall bid on all items within Group 2A and Group 2B to be considered responsive. Failure to submit a bid for all line items within the group shall deem the bid non-responsive. Bidders shall identify the manufacturer and style, model being offered for each line item. The price quoted shall be the delivered price. It shall be expressly understood by the bidders that the estimated bid quantities specified in the IFB are for the purpose of determining the lowest bid, and to establish unit prices in the event the Illinois Tollway orders more or less than the estimated quantities over the term of the contract. Nothing herein shall be considered as intent on the part of the Tollway to purchase any uniforms - outerwear and polo shirts other than the amount determined by the Illinois Tollway to be necessary to meet the current needs. If the Tollway issues an award, the award shall be made by group to the Responsive/Responsible bidder who submits the lowest price. Bid prices shall remain valid for the initial two (2) year contract term. **Bidders are required to return with the bid a completed Specification Compliance Questionnaire (Exhibit 7). Failure to return the questionnaire will deem the bid non-responsive.**

Group 1: Various Work Uniforms, Outerwear, and Accessories

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
1	Belt, 1-1/2" wide, black, genuine leather pebble finish, sewn edge, solid heavy-duty regular style-buckle, brass- type finish (See specifications in Section 1.2.2.1).			
1.1	Size: 28" through 48" Mfg: _____ Style: _____	150	\$	\$
1.2	Size: 50" through 56" Mfg: _____ Style: _____	150	\$	\$
2	Cap, baseball style (See specifications in Section 1.2.2.2).			
2.1	Size: Adjustable Mfg: _____ Style: _____	600	\$	\$
3	Hat, knit (See specifications in Section 1.2.2.3).			
3.1	Size: One size fits all Mfg: _____ Style: _____	600	\$	\$

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
4	Boot, safety, cold weather, 10" height (See specifications in Section 1.2.2.4).			
4.1	Size: Men's 7 through 15, whole size, medium width Mfg: _____ Style: _____	150	\$	\$
5	Shirt, male tailored work, long sleeve (See specifications in Sections 1.2.3.2).			
5.1	Size: Men's S through 2XL, sleeve length 33" through 35" Mfg: _____ Style: _____	150	\$	\$
5.2	Size: Men's 3XL through 6XL, sleeve length 33" through 35" Mfg: _____ Style: _____	120	\$	\$
5.3	Size: Men's tall S through 2XL, sleeve length 35" through 39" Mfg: _____ Style: _____	120	\$	\$
5.4	Size: Men's tall 3XL through 6XL, sleeve length 35" through 39" Mfg: _____ Style: _____	80	\$	\$
6	Shirt, male tailored work, short sleeve (See specifications in Section 1.2.3.3).			
6.1	Size: Men's S through 2XL Mfg: _____ Style: _____	300	\$	\$
6.2	Size: Men's 3XL through 6XL Mfg: _____ Style: _____	50	\$	\$
6.3	Size: Men's tall S through 2XL Mfg: _____ Style: _____	350	\$	\$
6.4	Size: Men's tall 3XL through 6XL Mfg: _____ Style: _____	80	\$	\$
7	Shirt, male, tailored long sleeve oxford dress (See specifications in Section 1.2.3.4).			
7.1	Size: Men's S through 2XL, sleeve length 31" through 36" Mfg: _____ Style: _____	100	\$	\$
7.2	Size: Men's 3XL through 4XL, sleeve length 31" through 36" Mfg: _____ Style: _____	100	\$	\$
7.3	Size: Men's 5XL through 6XL, sleeve length 31" through 36" Mfg: _____ Style: _____	100	\$	\$
7.4	Size: Men's tall S through 2XL, sleeve length 31" through 38" Mfg: _____ Style: _____	100	\$	\$
7.5	Size: Men's tall 3XL through 6XL, sleeve length 31" through 38" Mfg: _____ Style: _____	100	\$	\$
8	Shirt, male, tailored short sleeve oxford dress (See specifications in Section 1.2.3.5).			
8.1	Size: Men's S through 2XL Mfg: _____ Style: _____	100	\$	\$
8.2	Size: Men's 3XL through 6XL Mfg: _____ Style: _____	100	\$	\$
8.3	Size: Men's tall S through 2XL Mfg: _____ Style: _____	100	\$	\$

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
8.4	Size: Men's tall 3XL through 6XL Mfg: _____ Style: _____	100	\$	\$
9	Tee shirt, short sleeve, Hi-vis Class 3 (See specifications in Section 1.2.3.6)			
9.1	Size: Men's S through 2XL Mfg: _____ Style: _____	5000	\$	\$
9.2	Size: Men's 3XL through 6XL Mfg: _____ Style: _____	1500	\$	\$
10	Tee shirt, long sleeve, Hi-vis Class 3 (See specifications in Section 1.2.3.7)			
10.1	Size: Men's S through 2XL Mfg: _____ Style: _____	5000		
10.2	Size: Men's 3XL through 6XL Mfg: _____ Style: _____	1500		
11	Tee shirt, short sleeve, Hi-vis Class 3 HELP Truck Exhibit 3 (See specifications in Section 1.2.3.8)			
11.1	Size: Men's S through 2XL Mfg: _____ Style: _____	450		
11.2	Size: Men's 3XL through 6XL Mfg: _____ Style: _____	100		
12	Tee shirt, Long sleeve, Hi-vis Class 3 HELP Truck (See specifications in Section 1.2.3.9)			
12.1	Size: Men's S through 2XL Mfg: _____ Style: _____	450		
12.2	Size: Men's 3XL through 6XL Mfg: _____ Style: _____	100		
13	Pants, male, work (See specifications in Section 1.2.4.1).			
13.1	Size: Men's sizes 28 through 42, inseams from 25" through 38" Mfg: _____ Style: _____	1900	\$	\$
13.2	Size: Men's sizes 44 through 56, inseams from 25" through 38" Mfg: _____ Style: _____	1500	\$	\$
14	Pants, female, work (See specifications in Section 1.2.4.2).			
14.1	Size: Women's 4 through 20, inseams from 25" through 37" Mfg: _____ Style: _____	300	\$	\$
14.2	Size: Women's 22 through 28, inseams from 25" through 37" Mfg: _____ Style: _____	300	\$	\$

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
15	Shorts, female, work (See specifications in Section 1.2.4.3).			
15.1	Size: Women's 4 through 20, 8" inseam Mfg: _____ Style: _____	300	\$	\$
15.2	Size: Women's 22 through 28, 8" inseam Mfg: _____ Style: _____	300	\$	\$
16	Shorts, male, work (See specifications in Section 1.2.4.4).			
16.1	Size: Men's 28 through 42, 9" inseam Mfg: _____ Style: _____	300	\$	\$
16.2	Size: Men's 44 through 56, 9" inseam Mfg: _____ Style: _____	300	\$	\$
17	Pants, male, pleated (See specifications in Section 1.2.4.5).			
17.1	Size: Men's 28 through 42, inseam 25" through 38" Mfg: _____ Style: _____	80	\$	\$
17.2	Size: Men's 44 through 56, inseam 25" through 38" Mfg: _____ Style: _____	60	\$	\$
18	Pants, Cargo, Male (See specifications in Section 1.2.4.6).			
18.1	Size: Men's 30 through 42, inseam 30", 32", and 34" Mfg: _____ Style: _____	700	\$	\$
18.2	Size: Men's 44 through 48, inseam 32" and 34" Mfg: _____ Style: _____	700	\$	\$
19	Pants, Cargo, Female (See specifications in Section 1.2.4.6)			
19.1	Size: Womens's 4 through 20, inseam 25" through 36" Mfg: _____ Style: _____	200	\$	\$
19.2	Size: Womens's 22 through 28, inseam 25" through 36" Mfg: _____ Style: _____	150	\$	\$
20	Pants, Cargo, HELP Truck (See specifications in Section 1.2.4.7)			
20.1	Size: Men's 30 through 42, inseam 30", 32", 34", 36", and unhemmed Mfg: _____ Style: _____	200	\$	\$
20.2	Size: Men's 44 through 48, inseam 32", 34", 36", and unhemmed Mfg: _____ Style: _____	150	\$	\$
21	Pants, painter (no bib) (See specifications in Section 1.2.4.8).			
21.1	Size: Men's 28 through 42, inseam 30" through 38" Mfg: _____ Style: _____	150	\$	\$
21.2	Size: Men's 44 through 48, inseam 30" through 38" Mfg: _____ Style: _____	50	\$	\$
22	Pants, pull-over, ANSI Class E trouser (See specifications in Section 1.2.4.9).			
22.1	Size: S through XL Mfg: _____ Style: _____	280	\$	\$
22.2	Size: 2XL through 5XL Mfg: _____ Style: _____	24	\$	\$

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
23	Jumpsuit, full, navy blue, half-sleeved with elasticized waistband (See specifications in Section 1.2.5.1).			
23.1	Size: Regular and Tall, S through 2XL Mfg: _____ Style: _____	160	\$	\$
23.2	Size: Regular and Tall, 3XL through 5XL Mfg: _____ Style: _____	160	\$	\$
24	Jumpsuit, full, gray, Charcoal, half-sleeved with elasticized waistband (See specifications in Section 1.2.5.2).			
24.1	Size: Regular and Tall, S through 2XL Mfg: _____ Style: _____	30	\$	\$
24.2	Size: Regular and Tall, 3XL through 5XL Mfg: _____ Style: _____	30	\$	\$
25	Jumpsuit, full, high visibility, half-sleeved with elasticized waistband (See specifications in Section 1.2.5.3). Tollway Specific Requirement – Exhibit 4			
25.1	Size: Regular and Tall, S through 2XL Mfg: _____ Style: _____	150	\$	\$
25.2	Size: Regular and Tall, 3XL through 5XL Mfg: _____ Style: _____	60	\$	\$
26	Jacket, men's, nylon windbreaker with cotton flannel lining (See specifications in Section 1.2.6.1).			
26.1	Size: Men's XS through 2XL, center back length 28" to 32" Mfg: _____ Style: _____	1000	\$	\$
26.2	Size: Men's 3XL through 4XL, center back length 33" Mfg: _____ Style: _____	800	\$	\$
26.3	Size: Men's 5XL through 6XL, center back length 34" to 35" Mfg: _____ Style: _____	300	\$	\$
27	Jacket, bomber, polyester, with removable fleece liner (See specifications in Section 1.2.6.2).			
27.1	Size: Men's S through 2XL Mfg: _____ Style: _____	250	\$	\$
27.2	Size: Men's 3XL through 5XL Mfg: _____ Style: _____	250	\$	\$
27.3	Size: Men's tall, M through 2XL Mfg: _____ Style: _____	120	\$	\$
27.4	Size: Men's tall, 3XL through 5XL Mfg: _____ Style: _____	150	\$	\$
28	Jacket, parka (See specifications in Section 1.2.6.3).			
28.1	Size: Men's S through 2XL Mfg: _____ Style: _____	150	\$	\$
28.2	Size: Men's 3XL through 6XL Mfg: _____ Style: _____	150	\$	\$
29	Jacket, medium-weight, nylon with fleece lining and collar (See specifications in Section 1.2.6.4).			
29.1	Size: Men's S through 2XL jacket length 25" to 28.5" Mfg: _____ Style: _____	1200	\$	\$
29.2	Size: Men's 3XL through 4XL jacket length 29" to 29.5" Mfg: _____ Style: _____	500	\$	\$

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
29.3	Size: Men's 5XL through 6XL jacket length 30" to 30.5" Mfg: _____ Style: _____	200	\$	\$
30	Parka, winter, shell, 100% acrylic (See specifications in Section 1.2.6.5). Tollway Specific Requirement – Exhibit 5			
30.1	Size: Men's Regular and Tall, S through 2XL Mfg: _____ Style: _____	60	\$	\$
30.2	Size: Men's Regular and Tall, 3XL through 5XL Mfg: _____ Style: _____	60	\$	\$
31	Hood, insulated, detachable, for insulated parka. May be ordered with Lines 30.1, 30.2, 28.1, and 28.2. (See specifications in Section 1.2.6.6).			
31.1	Size: One size Mfg: _____ Style: _____	100	\$	\$
32	Sweater, acrylic (See specification in Section 1.2.7.).			
32.1	Size: Men's S through 2XL Mfg: _____ Style: _____	50	\$	\$
32.2	Size: Men's 3XL through 5XL Mfg: _____ Style: _____	50	\$	\$
33	Sweatshirt, hooded (See specifications in Section 1.2.8.).			
33.1	Size: Men's S through 2XL Mfg: _____ Style: _____	160	\$	\$
33.2	Size: Men's 3XL through 4XL Mfg: _____ Style: _____	50	\$	\$
33.3	Size: Men's 5XL through 6XL Mfg: _____ Style: _____	80	\$	\$
33.4	Size: Men's Tall, M through 2XL Mfg: _____ Style: _____	60	\$	\$
33.5	Size: Men's Tall, 3XL through 4XL Mfg: _____ Style: _____	30	\$	\$
33.6	Size: Men's Tall, 5XL through 6XL Mfg: _____ Style: _____	60	\$	\$
34	Overall, bib-type insulated, to match parka (See specifications in Section 1.2.9.). Tollway Specific Requirement – Exhibit 6			
34.1	Size: Men's Regular and Tall, S through 2XL Mfg: _____ Style: _____	100	\$	\$
34.2	Size: Men's Regular and Tall, 3XL through 5XL Mfg: _____ Style: _____	100	\$	\$
35	Charge, custom lengths. There shall be a charge for extra length on sleeves, pant legs and waists. (See specifications in Section 1.2.10.1)			
35.1	Charge for extra length on sleeves, pant legs and waists.	1	\$	\$
Group 1 Total Bid:				\$

Group 2A Uniforms - Polo Shirts

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
1	Polo shirt, short sleeve (See specifications in Section 1.2.11.1).			
1.1	Size: Men's Regular sizes S through XL Mfg: _____ Style: _____	2200	\$	\$
1.2	Size: Men's Regular sizes 2XL through 3XL Mfg: _____ Style: _____	1600	\$	\$
1.3	Size: Men's Regular sizes 4XL through 5XL Mfg: _____ Style: _____	600	\$	\$
2	Polo shirt, long sleeve (See specifications in Section 1.2.11.2).			
2.1	Size: Men's Regular sizes S through XL Mfg: _____ Style: _____	2200	\$	\$
2.2	Size: Men's Regular sizes 2XL through 3XL Mfg: _____ Style: _____	1400	\$	\$
2.3	Size: Men's Regular sizes 4XL through 5XL Mfg: _____ Style: _____	200	\$	\$
Group 2A Total Bid:				\$

Group 2B Uniforms - Polo Shirts, Performance Knit

Line #	Description			
	Size	Estimated Quantity	Price/Each	Price Extension (Estimated Quantity x Price)
1	Polo shirt, short sleeve Performance Knit (Red Kap SK02 or Equal Brand) (See specifications in Section 1.2.12.1).			
1.1	Size: Men's Regular sizes S through 2XL Mfg: _____ Style: _____	300	\$	\$
1.2	Size: Men's Regular sizes 3XL through 5XL Mfg: _____ Style: _____	200	\$	\$
2	Polo shirt, long sleeve Performance Knit (Red Kap SK02 or Equal Brand) (See specifications in Section 1.2.12.2).			
2.1	Size: Men's Regular sizes S through 2XL Mfg: _____ Style: _____	200	\$	\$
2.2	Size: Men's Regular sizes 3XL through 5XL Mfg: _____ Style: _____	200	\$	\$
Group 2B Total Bid:				\$

Group 2A Total Bid:	\$
Group 2B Total Bid:	\$
Group 2 Total Bid:	\$

Group 3 Shoes

Line #	Description			
	Size	Estimated Quantity	Price/Pair	Price Extension (Estimated Quantity x Price)
1	Women's Oxford Shoes, Stain Resistant Non-Slip (See specifications in Section 1.2.13.1).			
1.1	Size: 5 through 12 – Medium Width Mfg: _____ Style: _____	75	\$	\$
1.2	Size: 6 through 10 – Wide Width Mfg: _____ Style: _____	75	\$	\$
2	Men's Oxford Shoes, Stain Resistant (See specifications in Section 1.2.13.2).			
2.1	Size: 7 through 15 – D Width Mfg: _____ Style: _____	75	\$	\$
2.2	Size: 8 through 13 – EE Width Mfg: _____ Style: _____	75	\$	\$
2.3	Size: 8 through 13 – H Width Mfg: _____ Style: _____	75	\$	\$
Group 3 Total Bid:				\$

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 is estimated at \$_____. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

2.3. EXPENSES ALLOWED: Expenses are allowed as follows: N/A.

2.4. DISCOUNT: The State may receive a [Click here to enter text](#) % discount for payment within [Click here to enter text](#) days of receipt of correct invoice. This discount will not be a factor in making the award.

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

2.5.1. Vendor's Price for the Initial Term: [Click here to enter text](#)

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: Bid prices shall remain fixed throughout the first twenty-four (24) months of the initial Contract term. For each twelve (12) month anniversary thereafter, annual price adjustments of the Contract pricing may be made after receipt of a written request from the Vendor. A written request for an annual price adjustment must be made no later than sixty (60) calendar days before the expiration of the initial Contract term and each subsequent twelve (12)-month renewal period. The annual price adjustment is subject to acceptable performance by the Vendor and contingent upon the Tollway's Board of Directors' approval for the procurement of goods or services provided for in this Contract. If the Vendor does not request a price adjustment within such sixty (60) calendar-day period, the Vendor 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 "Textile products and apparel-Men's boys' work clothing and washable service apparel," and "Women's & girls cut & sew mfg. Series ID: WPU03810712 and PCU31524-31524, 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 WPU03810712 and PCU31524-31524, click next, click Retrieve Data. Select commodity data and then select Group "Textile products and apparel" and Item "Textile products and apparel-Men's and boys' work clothing and washable service apparel." and "Women's & girls cut & sew mfg.)* Should the BLS discontinue the commodity code listed above, the next higher level index shall be used to calculate the price adjustment. All price adjustment calculations shall be based upon the latest version of the PPI available at the time of the price adjustment.

The effective date of an adjustment shall be the first day of the renewal term. If the PPI data is not available for any month of the final three (3) full months of the annual Contract period, the average of the PPI data for the most recent three (3) full months preceding the anniversary of the Contract shall be used in computing the price adjustment. The adjusted Contract price 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..

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

2.6. MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$_____ without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of two (2) years, anticipated as **July 1 2020 to June 30, 2022**. 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 two (2) years in any one of the following manners:
- 3.2.3.1 One renewal covering the entire renewal allowance; Illinois Tollway Definitions
- 3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or
- 3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or

reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

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

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

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

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

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

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

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

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

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

Send invoices to:

Agency:	Illinois Tollway
Attn:	Contract Administrator
Address:	PO Box 3094
City, State Zip	Lisle, IL 60532-8094
Email:	ProlInvoices@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.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of

final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction.

The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the 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: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned

Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
 - 1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
 - 2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
 - 3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.
- B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:
 - 1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
 - 2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
 - 3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

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

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

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract.

Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

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

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

4.16 APPLICABLE LAW:

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

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

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

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

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the

Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

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

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

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

5. STATE SUPPLEMENTAL PROVISIONS

☐ Agency Definitions

[Click here to enter text.](#)

☐ Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

☐ 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.

[Click here to enter text.](#)

☐ Agency Specific Terms and Conditions

[Click here to enter text.](#)

☐ Other (describe)

[Click here to enter text.](#)

5.1 TOLLWAY SUPPLEMENTAL PROVISIONS:

☐ Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)

☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

☒ PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the

Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

5.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.2.1 Order of Precedence:

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

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

5.2.2 Agents and Employees:

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

5.2.3 Publicity:

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

5.2.4 Consultation:

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

5.2.5 Third Party Beneficiaries:

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

5.2.6 Successors in Interest:

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

5.2.7 Vendor's Termination Duties:

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

- 5.2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without

limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;

- 5.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;
 - 5.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
 - 5.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
 - 5.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.
- 5.2.8. Inspector General:
The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

5.3 OVERTIME:

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

5.4 VENUE AND ILLINOIS LAW:

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

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

5.5 REPORT OF A CHANGE IN CIRCUMSTANCES:

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

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

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

Exhibits 1 Through 7

EXHIBIT 1
Male Tailored Work Shirts, Long Sleeve
(Reference Pricing Table Group 1, Line 5)



EXHIBIT 2
Male Polo Shirts, High-Visibility, Short Sleeve
(Reference Pricing Table Group 2B, Line 2)



EXHIBIT 3
Male Tee Shirts, High-Visibility, Short Sleeve
(Reference Pricing Table Group 1, Line 11)



Picture shown for silk-screening logo only.

EXHIBIT 4
"H E L P" Jumpsuit
(Reference Pricing Table Group 1, Line 25)



Color shown should be High Visibility yellow/green, picture shown for stripping only.

EXHIBIT 5
"H E L P" Parkas
(Reference Pricing Table Group 1, Line 30)



EXHIBIT 6
“H E L P” Overalls
(Reference Pricing Table Group 1, Line 34)



Color shown should be High Visibility yellow/green, picture shown for striping only.

EXHIBIT 7
Specification Compliance Questionnaire

The specifications outlined in this document are intended to ensure the Tollway receives garments that are suited for the task(s) they are being procured for. In many cases specifications vary between manufacturers and developing a single specification that provides adequate assurance to the Tollway of item capability, reliability and cost effectiveness may not recognize subtle differences that exist between manufacturers. The Tollway reserves the right to review each bidder's proposal and determine if any specification differences have a significant impact on a specified item(s), capability, reliability or cost effectiveness at time of purchase or for the life of the item(s). The Tollway's determination of contract specification compliance and acceptable specification deviations shall be final.

The bidder is required to complete and return with their bid the attached specification questionnaire and note any deviations from specifications for the line items listed in Group 1, Various Work Uniforms, Outerwear and Accessories and Group 2, Polo Shirts. Failure to return a completed specification questionnaire will deem the bid non-responsive.

Group 1 - Various Work Uniforms, Outerwear and Accessories

- | | |
|----------------------|---------------------|
| 1. ____ YES ____ NO | IF NO, DETAIL _____ |
| 2. ____ YES ____ NO | IF NO, DETAIL _____ |
| 3. ____ YES ____ NO | IF NO, DETAIL _____ |
| 4. ____ YES ____ NO | IF NO, DETAIL _____ |
| 5. ____ YES ____ NO | IF NO, DETAIL _____ |
| 6. ____ YES ____ NO | IF NO, DETAIL _____ |
| 7. ____ YES ____ NO | IF NO, DETAIL _____ |
| 8. ____ YES ____ NO | IF NO, DETAIL _____ |
| 9. ____ YES ____ NO | IF NO, DETAIL _____ |
| 10. ____ YES ____ NO | IF NO, DETAIL _____ |
| 11. ____ YES ____ NO | IF NO, DETAIL _____ |
| 12. ____ YES ____ NO | IF NO, DETAIL _____ |
| 13. ____ YES ____ NO | IF NO, DETAIL _____ |
| 14. ____ YES ____ NO | IF NO, DETAIL _____ |
| 15. ____ YES ____ NO | IF NO, DETAIL _____ |
| 16. ____ YES ____ NO | IF NO, DETAIL _____ |

EXHIBIT 7
Specification Compliance Questionnaire

- | | |
|----------------------|---------------------|
| 17. ____ YES ____ NO | IF NO, DETAIL_____ |
| 18. ____ YES ____ NO | IF NO, DETAIL_____ |
| 19. ____ YES ____ NO | IF NO, DETAIL_____ |
| 20. ____ YES ____ NO | IF NO, DETAIL_____ |
| 21. ____ YES ____ NO | IF NO, DETAIL_____ |
| 22. ____ YES ____ NO | IF NO, DETAIL_____ |
| 23. ____ YES ____ NO | IF NO, DETAIL_____ |
| 24. ____ YES ____ NO | IF NO, DETAIL_____ |
| 25. ____ YES ____ NO | IF NO, DETAIL_____ |
| 26. ____ YES ____ NO | IF NO, DETAIL_____. |
| 27. ____ YES ____ NO | IF NO, DETAIL_____ |
| 28. ____ YES ____ NO | IF NO, DETAIL_____ |
| 29. ____ YES ____ NO | IF NO, DETAIL_____ |
| 30. ____ YES ____ NO | IF NO, DETAIL_____ |
| 31. ____ YES ____ NO | IF NO, DETAIL_____ |
| 32. ____ YES ____ NO | IF NO, DETAIL_____ |
| 33. ____ YES ____ NO | IF NO, DETAIL_____ |
| 34. ____ YES ____ NO | IF NO, DETAIL_____ |
| 35. ____ YES ____ NO | IF NO, DETAIL_____ |

Group 2 - Polo Shirts

- | | |
|---------------------|--------------------|
| 1. ____ YES ____ NO | IF NO, DETAIL_____ |
| 2. ____ YES ____ NO | IF NO, DETAIL_____ |

Group 3 – Shoes

- | | |
|---------------------|--------------------|
| 1. ____ YES ____ NO | IF NO, DETAIL_____ |
| 2. ____ YES ____ NO | IF NO, DETAIL_____ |