

The following information will become the Contract between the awarded vendor and the Illinois State Toll Highway Authority. Instructions and requirements to submit a bid response are found in the attachment titled "25-0074R_Instructions and Requirements_IFB v.26.1_01272026."

**The Illinois State Toll Highway Authority
Contract
25-0074R Mechanical Street Sweeper
BidBuy Bid 26-557THA-PROCU-B-50391**

Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively, 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.

1. SCOPE OF WORK

1.1. OVERVIEW AND PURPOSE:

The Illinois State Toll Highway Authority (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 its customers. The Illinois Tollway is looking for vendors who share this commitment and will help meet this goal.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway is seeking a vendor to furnish and deliver five (5) FS-282 Truck, Cab and Chassis, 30,000 Lb. Gross Vehicle Weight Rating (G.V.W.R.), 280 Horsepower (Hp) Diesel Engine, Mechanical Street Sweepers. All vehicles shall be the most current year and model in production when the solicitation is issued for bid. Vehicles shall be completely prepared for delivery by a dealer/distributor in accordance with the manufacturer's specifications. No vehicle shall be accepted if a dealer or seller logo of any kind (decals, etc.) is attached to the vehicle, however, all new vehicle and equipment information, as required by Law and Regulation, shall be affixed at time of delivery with a manufacturer window sticker which includes Environmental Protection Agency (E.P.A.) mileage information, etc. All vehicles must be in accordance with the following criteria:

Line #	Illinois Tollway Specification	Estimated Qty
1	Specification FS-282 Truck, Cab and Chassis 30,000 Lb. G.V.W.R., 280 Hp Diesel Engine, Mechanical Street Sweeper The bid price shall be the delivered price. All training Requirements shall be at no additional cost.	5

The bidder is required to complete and return with their bid the **Specification Compliance Questionnaire, Exhibit A**, and note any deviations from specifications for the unit(s) being provided. Unit(s) shall be current standard production as offered by the factory and published in factory literature. Unit(s) shall meet all applicable State and Federal regulations.

Detailed literature shall be provided for the entire vehicle and all accessories and options at time of bid submission. Refer to section 1.2.6. Manufacture’s Product Literature.

The specifications outlined in this document are intended to ensure the Illinois Tollway receives vehicles or equipment that are suited for the tasks for which they are being procured. In many cases vehicle and equipment specifications and capabilities vary between manufacturers. Developing a single specification that provides adequate assurance to the Illinois Tollway of unit capability, reliability and cost effectiveness may not recognize subtle differences that exist between manufacturers.

The Illinois Tollway reserves the right to review each bidder's proposal and determine if any specification differences have a significant impact on the unit(s), capability, reliability or cost effectiveness at time of purchase or for the life of the unit(s). The Illinois Tollway's determination of contract specification compliance and acceptable specification deviations shall be final.

1.2.1. CAB AND CHASSIS SPECIFICATIONS:

- 1.2.1.1. All cab and chassis components shall be standard equipment unless noted herein.
- 1.2.1.2. Vehicle shall be most current year and model.
- 1.2.1.3. Truck(s) shall meet all applicable State and Federal Department of Transportation (D.O.T.) regulations.
- 1.2.1.4. G.V.W.R.: 30,000 lbs. minimum.
- 1.2.1.5. Diesel Engine:
 - 1.2.1.5.1. Cummins B6.7, 280 horsepower (minimum), 660 ft. lbs. of torque (minimum).
 - 1.2.1.5.2. Automatic engine shutdown system, high coolant temperature and low oil pressure with warning light and buzzer.
 - 1.2.1.5.3. Freeze plug type block heater, 120-volt, 1000-watt minimum receptacle externally mounted on driver's side below door.
 - 1.2.1.5.4. Dual stage air cleaner with dash mounted restriction gauge or light.
- 1.2.1.6. Current year emissions compliant.
- 1.2.1.7. Frame: straight frame single channel.
- 1.2.1.8. Fifty (50) gallon aluminum or poly fuel tank (minimum) with fuel tank heater Arctic Fox by-pass style model 456 or equal. Fuel tank mounted per sweeper manufacturer recommendation.
- 1.2.1.9. Diesel exhaust fluid tank shall be mounted adjacent to the fuel tank or Illinois Tollway approved location.
- 1.2.1.10. Back of cab-to-axle: 60" (or as required for sweeper assembly to mount properly on chassis).
- 1.2.1.11. Wheelbase: 126" (or as required for sweeper assembly to mount properly on chassis).
- 1.2.1.12. Allison automatic transmission 3000 RDS series 5-speed or hydrostatic, PTO drive gear and capable of highway speeds.
- 1.2.1.13. 23,500 lb. Chalmers rear suspension rubber spring type or equal, or air suspension. Exact suspension determined by sweeper manufacturer design.
- 1.2.1.14. Rear axle ratio needs to provide a minimum top speed of 65 m.p.h. Rear axle shall be equipped with a magnetic drain plug and synthetic rear axle lube.
- 1.2.1.15. 12,000 lb. front axle with 12,000 lb. front suspension, including shock absorbers and front stabilizer bar.
- 1.2.1.16. Tires and wheels: front and rear highway tread with appropriate weight class rating to Gross Vehicle Weight Rating (GVWR).
- 1.2.1.17. Tire pressure monitoring system.
- 1.2.1.18. Brakes: anti-lock disk brakes.
- 1.2.1.19. Bendix AD-IS air drier with heater and moisture expeller, mounted to outside of frame rails, heated automatic reservoir drain valve, Bendix DV-2 or Illinois Tollway approved equal.

- 1.2.1.20. Hydraulic integral power steering with tilt and telescopic steering wheel.
- 1.2.1.21. Alternator: 130 ampere minimum Delco Remy brushless.
- 1.2.1.22. Batteries: maintenance free 1800 Cold Cranking Amps (CCA) minimum.
- 1.2.1.23. Grab handles and two (2) access steps on each side of cab.
- 1.2.1.24. Conventional cab. Cab over axle design is acceptable.
- 1.2.1.25. Power assisted steering.
- 1.2.1.26. High back, air suspension with air lumbar adjustment for driver's seat. Passenger seat shall be provided.
- 1.2.1.27. Tinted glass.
- 1.2.1.28. Windshield wipers: 2 speed electric with intermittent feature and electric washer pump.
- 1.2.1.29. Mirrors: stainless steel West Coast type, power 4-way, heated mirrors, brackets and hardware, size 7-inch x 16 inch. Eight-inch convex mirrors shall be mounted below side mirrors and an additional set tripod mounted on front corners of fiberglass front end or Illinois Tollway approved equal.
- 1.2.1.30. Dual electric horns.
- 1.2.1.31. Sun visors.
- 1.2.1.32. Electronic throttle up.
- 1.2.1.33. Cab Factory installed heater defroster system and factory installed air conditioning system.
- 1.2.1.34. Dome light roof mounted.
- 1.2.1.35. Instruments: voltmeter in-dash, illuminated; coolant temp analog gauge in-dash, illuminated with warning light; engine oil pressure analog gauge in-dash, illuminated with warning light; tachometer with hour meter in-dash, illuminated.
- 1.2.1.36. All lighting subject to D.O.T. requirements.
- 1.2.1.37. 12-volt power source.
- 1.2.1.38. Factory installed AM/FM radio with antenna.
- 1.2.1.39. Electric back up alarm, 102 decibel.
- 1.2.1.40. Pre-trip light selector to turn on and cycle lights to allow drivers to perform D.O.T. pre trip inspection.
- 1.2.1.41. Front tow hooks, frame mounted.

1.2.2. MECHANICAL STREET SWEEPER SPECIFICATIONS

1.2.2.1. Main Brooms:

- 1.2.2.1.1. Full floating 56" wide x 33" diameter broom minimum.
- 1.2.2.1.2. Hydraulically driven with rear deflector.
- 1.2.2.1.3. Fully automatic down pressure so operator makes no adjustments and broom life is maximized.
- 1.2.2.1.4. Dirt shoes shall have inserts for long wear life.

1.2.2.2. Gutter Brooms:

- 1.2.2.2.1. Gutter brooms shall be a free-floating design with safety devices to prevent damage when sweeping and encountering a fixed obstacle.
- 1.2.2.2.2. Gutter brooms shall be 46-inch diameter (minimum) and hydraulically driven.
- 1.2.2.2.3. Gutter broom down pressure and broom tilt (both sides) shall be controlled by the operator from inside the cab.
- 1.2.2.2.4. Gutter brooms shall be held in the storage position by a lock, transport hook or chain.

- 1.2.2.2.5. Each gutter broom can be positioned radially for sweeping at any width from the minimum of 90" to a maximum of approximately 120". This feature shall be controlled from the operator seat for instant adjustment.
- 1.2.2.2.6. To prevent exposure to accidental laceration by the bristle tips, side brooms shall retract with wire bristle tips unexposed. No exception shall be allowed to this safety requirement.

1.2.2.3. Hopper:

- 1.2.2.3.1. Material volume of 4.5 cubic yards (minimum).
- 1.2.2.3.2. The entire hopper shall be constructed of steel or stainless steel.
- 1.2.2.3.3. The hopper tilt angle when dumping shall be a minimum of 45°. Dumping shall be accomplished by a two-stage hydraulic lift and cylinders for tilting the hopper. The lifting height shall be high enough to dump into a 30 cubic yard dumpster with a side height of six (6) feet. Capacity shall be 11,000 lbs. minimum.
- 1.2.2.3.4. A hopper inspection window shall allow easy view of material in hopper from the truck's driver seat.
- 1.2.2.3.5. Hopper shall have a full indicator.

1.2.2.4. Elevator:

- 1.2.2.4.1. Belt with molded-in rubber cleats, material(belt) rubber reinforced fabric or flight system either to be determined at time of manufacture.
- 1.2.2.4.2. Elevator belt shall be capable of rotating forward and in reverse with stall alarm.

1.2.2.5. Sweeper Water System:

- 1.2.2.5.1. The water tank shall have a minimum capacity of 250 gallons and be constructed of plastic.
- 1.2.2.5.2. The water pump shall be approximately 12 PSI, 3 GPM, self-priming, and capable of running dry without causing damage to the seals or pump.
- 1.2.2.5.3. A 25-foot fill hose with National Standard Thread ("NST") coupling and anti-siphon connector with strainer shall be supplied.
- 1.2.2.5.4. Water spray nozzles shall be located at each side broom, front bumper and in front of main broom for optimal dust control. Nozzles shall have adjustable valves for volume control.
- 1.2.2.5.5. The water filter at the pump shall be easy to access for cleaning and draining. A ball valve must be provided at the pump to allow cleaning of the filters without the loss of water from the water tank.
- 1.2.2.5.6. Sweeper shall be equipped with a conveyer wash out system. The water for this operation shall be supplied via a dealer provided 2 ½" by 25' long wash down hose with a cam-lock hydrant connection.
- 1.2.2.5.7. Anti-siphon protection for water fill shall be provided.

1.2.2.6. Hydraulic System:

- 1.2.2.6.1. An engine driven hydraulic pump shall be a variable displacement axial piston pump for maintenance free operation, having a flow capacity of approximately 30 GPM at 2500 RPM. Pump shall be capable of operating all sweeper functions from chassis engine.
- 1.2.2.6.2. Hydraulic oil reservoir capacity shall not be less than 25 gallons, a ten (10) micron spin-on hydraulic filter and an exterior sight gauge.

1.2.2.6.3. All hydraulic circuits shall have quick disconnect couplers for pressure testing with a hand held gauge. A mating connector, six (6) foot hose and wet type gauge shall be supplied with each unit.

1.2.2.7. Grease System:

1.2.2.7.1. Midwest Lube XGS4000 Autolube greasing system or Illinois Tollway approved equal with remote greaseable fitting on the sweeper unit. Grease system must be the appropriate grease for both rotating and pin bushing systems.

1.2.2.8. Electrical and Lighting System:

1.2.2.8.1. All warning and sweeper lights shall be switched through the sweeper manufacturer's operator's console or through up-fitter's switches. All switches and locations must be approved by the Illinois Tollway.

1.2.2.8.2. All lighting subject to D.O.T. requirements.

1.2.2.8.3. Sweeper lighting shall include one (1) side broom work light per side and two (2) rear broom lights.

1.2.2.8.4. Two (2) amber 360° L.E.D. Class 1 beacon lights mounted at each rear corner. Two (2) amber Class 1 oval style L.E.D. lights mounted in housings on each side of the truck frame midway between the front and rear of the truck. Two (2) L.E.D. Class 1 amber beacon lights attached to the mirror brackets or roof area with appropriate mounting hardware and wired with Packard watertight connectors.

1.2.2.9. Sweeper Controls:

1.2.2.9.1. All sweeper controls shall be mounted on a central terminal viewable from the left-hand position. The controls shall include rocker switches for all brooms, water nozzles, elevator and hopper.

1.2.2.9.2. The sweeper shall incorporate a control switch to allow the operator to pick up all brooms and shut off the water when activated. All functions shall return to their previous working positions when the switch is returned to the work position.

1.2.2.10. Arrow Stick:

1.2.2.10.1. Arrow stick shall measure 48" wide by 36" high minimum with 16 L.E.D. light heads. Arrow stick shall have four (4) operating modes: left, right, split and flash and meet MUTCD2000 specifications. If smaller size is needed for rear doors to open, indicate size on the attached Specification Compliance Questionnaire.

1.2.2.10.2. Mounting location of the unit shall be toward the top of the rear panel. The controller shall be mounted in the cab, with exact location being determined after award.

1.2.2.11. Back-up Camera and Alert:

1.2.2.11.1. A high quality supersensitive 1/3" digital back-up camera with monitor and lens washer (Zone Defense model ZD323.1 or Illinois Tollway approved equal). Camera shall be waterproof, dustproof and vibration resistant. Monitor shall be a 7" thin film transfer (TFT) L.C.D. flat screen with a double knuckle mount and sun shade. Exact location shall be determined after award.

1.2.2.11.2. Rosco BSSK 4000 high quality reverse/back up sensing system designed for commercial truck applications. The system shall provide the driver with an audio and visual warning that notifies

the driver of the decreasing distance to the loading dock as the truck is backing up. Two (2) proximity sensors shall be roof mounted and four (4) shall be under body mounted. The unit shall be hard wired.

1.2.3. MISCELLANEOUS SPECIFICATIONS:

1.2.3.1. Paint Requirements:

- 1.2.3.1.1. All metallic surfaces of sweeper shall be powder coated or top coated with a two (2) component polyurethane acrylic enamel.
- 1.2.3.1.2. Exterior shall be factory painted Illinois Tollway yellow (PPG paint code DCC 6226 Screaming Yellow polyurethane type paint). The colors of the cab and sweeper shall match.
- 1.2.3.1.3. All items below cab to be black polyurethane type paint or powder coat.
- 1.2.3.1.4. Wheels: grey polyurethane paint or grey powder coat.
- 1.2.3.1.5. Chassis shall be factory painted; no repaints will be accepted to chassis.
- 1.2.3.1.6. Interior paint shall be non-glare.
- 1.2.3.1.7. Color samples shall be supplied upon request to match color requirements. Paint quality shall be subject to the Illinois Tollway's approval.

1.2.3.2. Automated Vehicle Location (AVL):

- 1.2.3.2.1. GPS transponder, with covert antenna, shall be installed by the awarded vendor and shall be ready to operate. The Illinois Tollway shall provide data line service.

1.2.3.3. Warranty Requirements: Warranty shall start at time of delivery.

- 1.2.3.3.1. Manufacturer's warranty shall be a minimum of one (1) year on cab, chassis, engine, transmission, drive train and entire sweeper, including all parts and labor.
- 1.2.3.3.2. Prior to the end of the first year the dealer shall thoroughly inspect the unit for proper operation and repair any warranty problems free of charge.

1.2.3.4. Manual Requirements:

- 1.2.3.4.1. An operation and maintenance manual shall be provided at time of delivery.
- 1.2.3.4.2. Two (2) parts manuals shall be provided for the cab, chassis, engine and sweeper. A CD-ROM that can be installed on a network is acceptable.
- 1.2.3.4.3. Two (2) complete shop service and repair manuals shall be provided for the cab, chassis, engine and sweeper. A CD-ROM that can be installed on a network is acceptable.
- 1.2.3.4.4. Manufacturer's instructional video/DVD showing proper safety procedures, maintenance, adjustments and operation shall be provided. If requested, bidder shall provide a copy of this video for review by Illinois Tollway personnel.

1.2.3.5. Training Requirements:

- 1.2.3.5.1. A qualified factory authorized technician shall provide up to two (2) days of complete operator training to Illinois Tollway personnel at an Illinois Tollway maintenance site. Training shall include safety, operation and maintenance of the sweeper.
- 1.2.3.5.2. Qualified factory authorized training of up to two (2), one (1) day sessions shall be provided for Illinois Tollway mechanics.
- 1.2.3.5.3. All training shall be provided at no additional cost. All training shall meet the expectations of the Tollway for quality and effectiveness.

1.2.3.6. Additional Electrical Requirements:

- 1.2.3.6.1. Installation of all wiring, switches and controls shall be approved by the Illinois Tollway.
- 1.2.3.6.2. Wiring shall be fastened and protected to prevent the possibility of damage.
- 1.2.3.6.3. Conduit shall be utilized for all exposed wiring.
- 1.2.3.6.4. All connections shall utilize weather pack terminal connectors and adhesive style heat shrink tubing for corrosion resistance.
- 1.2.3.6.5. All fuse holders shall be Motorola TNK-6458K or approved equal for fuses located outside the cab of 30 amps or greater.
- 1.2.3.6.6. All fuse holders below 30 amps subjected to the weather must be of a weatherproof design approved by the Illinois Tollway.
- 1.2.3.6.7. All accessory fuse panels shall have protective covers and shall be installed inside the vehicle cab.
- 1.2.3.6.8. All lighting and accessory circuits shall be controlled individually by separate lighted switches wired using the chassis manufacturer accessory power module if available.
- 1.2.3.6.9. All individual light circuits and individual accessory circuits shall be fused or circuit protected independently.
- 1.2.3.6.10. All circuits operated by a relay shall not exceed 80% of their rated load when fully loaded.
- 1.2.3.6.11. All wiring shall be of adequate size and of the correct insulating value for the intended load and location.
- 1.2.3.6.12. Connections to the truck chassis wiring shall meet OEM standards.
- 1.2.3.6.13. Switch location and control shall be determined by the Illinois Tollway after award.
- 1.2.3.6.14. Auxiliary switches shall be the chassis manufacturer's dash mounted and controlled if offered.

1.2.3.7. **Unit Requirement:** Entire vehicle shall be fully assembled and ready to operate when delivered. Vehicle shall meet all applicable State and Federal D.O.T. regulations. Installation of all allied equipment shall be approved by the Illinois Tollway. The Illinois Tollway's determination of improper workmanship shall be final.

1.2.4. Vehicle and Equipment Bidder's Guide, Attachment A: To assist successful bidders in delivering vehicles or equipment that meet the contract specifications and terms outlined herein, the Illinois Tollway is providing an information guide, Vehicle and Equipment Bidder's Guide, Attachment A.

1.2.5. Specification Compliance Questionnaire, Exhibit A: Bidders are required to return with the bid a completed Specification Compliance Questionnaire, Exhibit A, and note any deviations from specifications for the unit(s) being provided. Unit(s) shall be current standard production as offered by the factory and published in factory literature. Unit(s) shall meet all applicable State and Federal regulations.
Failure to return the questionnaire at the time of bid will deem the bid non-responsive.

1.2.6. Manufacturer's Product Literature: Bidders shall submit at time of bid, detailed product literature for the Manufacturer's Model / Part Number/Software Solution that is being offered at the time of bid. **Failure to submit product literature at the time of bid will deem the bid non-responsive.** Refer to section 1.2.

1.2.7. Right to Inspect/Reject Goods: The Illinois Tollway reserves the right to inspect the materials furnished under this contract after delivery to determine whether the goods meet the contract specifications. If within thirty (30) days of delivery, the Illinois Tollway determines that any of the goods do not meet the contract specifications, the Illinois Tollway at its sole discretion may:

- 1.2.7.1. Reject the items and return it/them to the Vendor at the Vendor's expense, at which time the Illinois Tollway's obligations to the Vendor as to the rejected goods shall become null and void.
- 1.2.7.2. Request the Vendor to conform the goods to contract specifications. The conforming goods shall be performed properly, within time limits established by the Illinois Tollway, and at no cost to the Illinois Tollway.
- 1.2.7.3. Retain any monies due to the Vendor, the reasonable value of the rejected material, replacement parts, workmanship, or services based upon the contract price.
- 1.2.7.4. If within one (1) year after delivery the Illinois Tollway discovers that the materials furnished under the contract do not meet contract specifications, the Illinois Tollway may request that the Vendor replace the goods to conform to contract specifications, at no charge to the Illinois Tollway. This provision applies to non-conformities discovered while the goods are in use, repairing or maintaining the materials furnished under this contract and which would not be visible through the routine inspection performed upon delivery and/or allowed in the above terms and conditions.

1.3. MILESTONES AND DELIVERABLES:

The vendor shall provide 5 Mechanical Street Sweeping Trucks for the Illinois Tollway. The vendor shall be required to deliver the mechanical street sweeping trucks to the following Illinois Tollway location: Central Shop 3460 Finley Road Downers Grove Illinois, 60515, in the attention of Senior Manager of Fleet Assets, Bob Thomas. **The bid price shall be the delivered price.**

1.4. VENDOR/STAFF SPECIFICATIONS: The Vendor must be the manufacturer or an authorized dealer/distributor of the proposed vehicles. The Vendor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Illinois Tollway may require the bidder to submit a letter from the manufacturer which authorizes their distribution of this product.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery shall be FOB (Freight on Board) destination to the Illinois Tollway's Central Shop 3460 Finley Road Downers Grove Illinois 60515, Monday through Friday, except State holidays, between 8AM to 2PM CT.
- 1.5.2. Vendor shall notify the Illinois Tollway's Senior Manager of Fleet Assets, Bob Thomas bthomas@getipass.com, or alternate delivery contacts: Tom Lesniak tlesniak@getipass.com or Shawn Lynch slynch@getipass.com or Central Shop at 331-238-4550., three (3) business days prior to the actual date of delivery. No deliveries shall be made without advance notice.

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 \$100,000 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 where the annual value of the subcontract is greater than \$50,000 must include Standard Illinois Certifications completed by the subcontractor.

All small purchase contracts with an annual value that exceeds \$50,000 must include Standard Illinois Certifications completed by the Vendor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 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](#)

Address: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Address: [Click here to enter text](#)

Amount to Be Paid: [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. If the annual value of any subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. 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 prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. 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. 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.
- 2.2. VENDOR'S PRICING:** Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this Contract the BidBuy Purchase Order as it contains the agreed pricing.
- 2.2.1.** Pricing shall be submitted in the following format: The Illinois Tollway is providing the vendor information in BidBuy items tabs for determining a low bidder. Vendor shall bid on all line items to be considered responsive. Failure to bid on all line items shall result in a disqualified bid. Award will be made to the responsive, responsible bidder who submitted the lowest total price for all line items, inclusive of renewal terms.
- 2.2.2.** The estimated quantities of this contract shall be a one (1) time purchase. The thirty-six (36) months' timeframe is established for administrative purposes; unit prices shall remain firm for the term of the contract. **The bid price shall be the delivered price.**
- 2.2.3.** Vendor's Price for the Initial Term: [Click here to enter text](#)

2.3. ECONOMIC ADJUSTMENTS:

"This section has been left blank intentionally."

- 2.4. RENEWAL COMPENSATION:** If the Contract is renewed, the price shall be at the same rate as for the initial Contract term, unless a different compensation or formula for determining the renewal compensation is stated in Section 2.3.
- 2.5. MAXIMUM AMOUNT:** The total payments under the initial term of this Contract shall not exceed \$[Click here to enter text](#) 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:

3.1.1. TERM OF THIS CONTRACT: The Contract is for a one (1) time purchase and will have an initial term of thirty-six (36) months. The thirty-six (36) months' timeframe is established for administrative purposes, commencing upon the last dated signature of the Parties.

3.1.2. In no event will the maximum total term of the Contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. 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.

3.1.3. RENEWAL: *"This section has been left blank intentionally."*

3.2. 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.

3.3. 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.

3.4. 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, 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 (<https://labor.illinois.gov>) 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:	Accounts Payable
Address:	PO Box 3094
City, State Zip:	Lisle, IL 60532-8094
Emails:	FinanceInvoices@getipass.com

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

- 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 with Contracts with an annual value exceeding \$100,000 and who are 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 Standard Illinois 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, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 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 a 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 or 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 and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11. INSURANCE: The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, its agents, representatives, employees, or subcontractors.

Minimum Scope and Limits 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, with 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 on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection, with limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers Compensation insurance as required by the State of Illinois 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. The 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.

Each insurance policy required above shall not be canceled, except with prior written notice to the Illinois Tollway.

All deductibles or self-insured retentions must be declared to and accepted by the Illinois Tollway.

The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength rating of "A-" or better and a financial size category of not less than "VII".

Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

Work shall not commence until insurance required by this section has been obtained and documentation has been submitted to and accepted by the Illinois Tollway. 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 without regard to conflict of law principles.
- 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. ARBITRATION:** The State shall not enter into binding arbitration to resolve any dispute arising out of 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. EMPLOYEMENT 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
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- ILLINOIS TOLLWAY SUPPLEMENTAL PROVISIONS**

5.1. Order of Precedence: This Contract comprises the agreement between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

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

5.2. 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 Illinois Tollway determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

5.3. 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 with the Illinois Tollway, nor shall the Illinois Tollway's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.4. Consultation: Vendor shall keep the Illinois Tollway 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 Illinois Tollway the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.5. Third Party Beneficiaries: There are no third-party beneficiaries to this Contract. This Contract is intended only to benefit the Illinois Tollway and the Vendor.

5.6. 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.

- 5.7. Vendor's Termination Duties:** The Vendor, upon receipt of notice of termination or upon request of the Illinois Tollway, shall:
- 5.7.1.** 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 Illinois Tollway may require;
 - 5.7.2.** Immediately cease using and return to the Illinois Tollway any personal property or materials, whether tangible or intangible, provided by the Illinois Tollway to the Vendor;
 - 5.7.3.** Comply with the Illinois Tollway's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
 - 5.7.4.** Cooperate in good faith with the Illinois Tollway, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
 - 5.7.5.** Immediately return to the Illinois Tollway any payments made by the Illinois Tollway for services that were not rendered by the Vendor.
- 5.8. Inspector General:** The Vendor 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 (OIG) 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 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 Contract and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must include language informing subcontractors of this provision and their duty to comply.
- 5.9. 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 Illinois Tollway.
- 5.10. Venue and Illinois Law:** Any claim against the Illinois Tollway arising out of this Contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois or the U.S. District Court for the Northern District of Illinois.
- 5.10.1.** Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean The Illinois State Toll Highway Authority.
 - 5.10.2.** The State Prompt Payment Act (30 ILCS 540) does not apply to the Illinois Tollway. Therefore, the first two sentences of paragraph 4.1.1. are inapplicable to this Contract.
 - 5.10.3.** The Illinois Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.4. concerns the Illinois Tollway being an appropriated agency, it does not apply.
 - 5.10.4.** The invoice submission deadline included in the second sentence of above paragraph 4.1.6. does not apply to the Illinois Tollway. Therefore, the second sentence of paragraph

4.1.6 is inapplicable to this Contract. However, the remainder of paragraph 4.1.6 remains in effect.

5.11. Report Of a Change in Circumstances: The Vendor agrees to report to the Illinois Tollway, as soon as practically possible, but no later than 21 days following, any change in facts or circumstances that might impact the 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 Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Illinois Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that occur while this Contract is in effect. This reporting requirement does not apply to minor offenses, including but not limited to traffic/vehicle offenses.

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

Finally, the Vendor acknowledges and agrees that the failure of the Vendor to comply with this reporting requirement shall constitute a material breach of Contract which may result in this Contract being declared void.

Other (describe)

6. ATTACHMENTS

- 6.1. BidBuy Purchase Order**
- 6.2. Specification Compliance Questionnaire, Exhibit A**

Attachment A
Illinois State Toll Highway Authority
Vehicle and Equipment Bidder's Guide

To assist successful bidders in delivering vehicles or equipment that meet the contract specifications and terms outlined herein, the Illinois Tollway is providing the following information/guide.

The Illinois Tollway is dedicated to working with its vehicle and equipment suppliers to ensure units are delivered with the specifications as agreed upon between the Illinois Tollway and the successful bidder. These guidelines are developed using past experiences and discussions with bidders when specification issues have been encountered. These guidelines are offered to assist bidders and reduce the instances where vehicles or equipment are delivered that do not meet the contract specifications and need to be returned to the vendor for modifications or to be replaced. These guidelines shall not alter or amend any terms of the solicitation document or responsibilities of a bidder when completing a bid document.

Bidders are not obligated to follow any recommendations or suggestions noted in the following information/guide. The information offered herein is intended for the sole purpose of assisting bidders with delivering vehicles or equipment that meet the agreed to final contract terms.

- Bidders shall carefully review Illinois Tollway contract specifications before bidding and follow all instructions and requirements of the bid document. Checklists are included in the bid document to assist bidders in completing the bid package, as well as required Specification Compliance Questionnaires, Exhibit A, typically found in Illinois Tollway bid documents for vehicles or equipment.
- Most Illinois Tollway contracts allow for questions during a specified time during bid advertisement before the bids are due. Bidders may take advantage of the question and answer option if noted and allowed in the bid document. All questions and answers are posted for the bidder to review on the Illinois Procurement Bulletin. Please note: Illinois Tollway Fleet staff are not allowed to answer questions about the solicitation while a solicitation is active and before the contract is executed. Please follow the solicitation's directions for asking questions or gaining clarification.
- When completing the bid package, please carefully review all vehicle or equipment specifications and note any deviations from specifications for the vehicles or equipment to be provided using the official Illinois Tollway Specification Compliance Questionnaire, Exhibit A. The Specification Compliance Questionnaire, Exhibit A, is found immediately after each set of vehicle or equipment specifications. Ensure to return any Specification Compliance Questionnaires, Exhibit A, for the item(s) bid with the bid submission per the solicitation requirements.
- If no specification deviations are noted on the Specification Compliance Questionnaire(s), Exhibit A, the Illinois Tollway expects successful bidders to provide units meeting the specifications outlined in the bid document.
- Bidders taking exceptions to contract specifications assume the risk that the specification deviations will not be accepted and their bid for a Line Item may be rejected. Accurately listing specification deviations for vehicles and

equipment is a requirement of any Illinois Tollway contract containing a Specification Compliance Questionnaire, Exhibit A.

- Technical and functional operation specifications of the unit(s) being provided by a bidder shall be accurately depicted by affirming (checking “yes”) or taking exception (checking “no”) to the specifications in the Specification Compliance Questionnaire, Exhibit A. If checking “no” on the questionnaire, bidders are required to clearly indicate the deviation and the substitute specification the bidder shall be providing. For the other items, such as warranty, shipping, service/parts manuals and training, the bidder shall note any specification deviations by following the bid document’s requirement for submission of such deviations.
- Please note, it is strongly recommended that each bidder confirm the vehicle and equipment specifications with their suppliers before submitting a bid. Remember, successful bidders are required to provide vehicles or equipment that meet each specification as agreed to in the final contract.
- The Illinois Tollway reviews all bid submissions for acceptance with Illinois Tollway Specifications. If the Illinois Tollway accepts a bid with deviations from specifications, the final contract shall include the accepted specification deviations. The Illinois Tollway is under no obligation to accept bids with specification deviations noted by the bidder. The details of the acceptance of bids with deviations are defined within the bid document.
- After receiving an order from the Illinois Tollway, the Vendor may be contacted to meet with the Illinois Tollway’s Fleet Unit in person or via a conference call to review contract specifications. This is an important step in ensuring the Vendor provides equipment that meets the agreed to contract specifications. This is an opportunity for successful bidders to ask questions and gain clarification of any specification in the contract document.
- If using a supplier and the opportunity exists, it is suggested sending the **Illinois Tollway vehicle or equipment specification documents** to supplier(s) for review. Bidders should explain that the unit(s) shall meet the agreed to specifications of the Illinois Tollway contract. This one step is very important in ensuring the vehicles or equipment provided meet the agreed upon Illinois Tollway contract specifications.

Important Note: Issues often arise when the specifications of the agreed upon Illinois Tollway contract are not communicated accurately to the manufacturers/suppliers and problems arise when the unit(s) are delivered to the Illinois Tollway.

- If the Vendor has the opportunity and before a unit is shipped from a manufacturer, it is strongly recommended that the Vendor again review the agreed to Illinois Tollway contract specifications with the manufacturer to be certain the unit(s) meet the specifications. It is highly recommended that the manufacturer physically inspect the unit(s) using the Illinois Tollway specifications as a guide before shipment. This is another very important step needed to ensure the unit(s) meet the agreed to contract specifications when delivered to the Illinois Tollway. Please note, this step is even more critical if the unit(s) are being drop shipped to the Illinois Tollway.
- After bid award the Illinois Tollway may require the successful bidder to complete a pre-delivery checklist provided by the Illinois Tollway before delivery. The Vendor shall physically check the units using the Illinois Tollway pre-delivery checklist. The Vendor shall sign and return the pre-delivery checklist to the Illinois Tollway’s Fleet Unit for review before or with any unit delivered. Details for returning the checklist shall be provided to the Vendor.

- All units and components shall be carefully and fully pre-delivered and tested by the Vendor before being delivered to the Illinois Tollway. Units not properly pre-delivered may need to be picked up by the bidder to have the pre-delivery completed. Illinois Tollway contracts require the units to be fully assembled and ready to operate when delivered.
- If there are multiple units on a Line of a contract, and as agreed to by the Illinois Tollway, the vendor may ship one unit to the Illinois Tollway as a pilot model for specification review. The Illinois Tollway shall put the pilot model through a quality control process and notify the vendor of any non-compliant specifications. Many vendors take advantage of this option and find it very helpful.
- The Illinois Tollway performs a detailed review of all delivered vehicles and equipment and compares the units to the final contract specifications. Any deviations are noted and the vendor is notified of them. The Illinois Tollway follows the procedures established in the "Right to Inspect/Reject Goods" section of the bid document.
- All shipments are FOB destination to the Illinois Tollway delivery location, unless noted in the bid document.

It is the Illinois Tollway's goal to have all equipment delivered meeting the agreed to specifications. The Illinois Tollway shall work with each contract awardee to assure this goal is achieved to the benefit of the Illinois Tollway and the vendor.

Exhibit A

Illinois State Toll Highway Authority Specification Compliance Questionnaire

Bidders shall complete this Specification Compliance Questionnaire, Exhibit A, and must return it with the bid. **Failure to submit the specification compliance questionnaire for each vehicle bid will result in disqualification.**

The lines below correlate to the specifications for the item(s) being purchased in this contract. Indicate below by marking "Yes" if the unit(s) being offered meets the specifications as noted for each specification line. Mark "No" if the unit(s) offered differs from any line specification. Please explain all specification differences. Bidders shall complete and return this form with the bid to be considered responsive. If no exceptions are noted, the Illinois Tollway will assume complete compliance with the specifications noted herein.

Please indicate the number of days to deliver the units after receipt of order: _____

Chassis make and model: _____

Sweeper make and model: _____

1.2.1. CAB AND CHASSIS

1.2.1.1. YES NO IF NO, DETAILS _____

1.2.1.2. YES NO IF NO, DETAILS _____

1.2.1.3. YES NO IF NO, DETAILS _____

1.2.1.4. Specify G.V.W.R.: _____

1.2.1.5. DIESEL ENGINE:

1.2.1.5.1. Specify Engine Size, HP and Torque: _____

1.2.1.5.2. Engine Make: _____ Model: _____

1.2.1.5.3. YES NO IF NO, DETAILS _____

1.2.1.5.4. YES NO IF NO, DETAILS _____

1.2.1.6. YES NO IF NO, DETAILS _____

1.2.1.7. YES NO IF NO, DETAILS _____

1.2.1.8. YES NO IF NO, DETAILS _____

1.2.1.9. YES NO IF NO, DETAILS _____

1.2.1.10. YES NO IF NO, DETAILS _____

1.2.1.11. YES NO IF NO, DETAILS _____

1.2.1.12. YES NO IF NO, DETAILS _____

1.2.1.13. YES NO IF NO, DETAILS _____

1.2.1.14. YES NO IF NO, DETAILS _____

1.2.1.15. YES NO IF NO, DETAILS _____

1.2.1.16. YES NO IF NO, DETAILS _____

1.2.1.17. YES NO IF NO, DETAILS _____

1.2.1.18. YES NO IF NO, DETAILS _____

1.2.1.19. YES NO IF NO, DETAILS _____

1.2.1.20. YES NO IF NO, DETAILS _____

- 1.2.1.21. YES NO IF NO, DETAILS _____
- 1.2.1.22. YES NO IF NO, DETAILS _____
- 1.2.1.23. YES NO IF NO, DETAILS _____
- 1.2.1.24. YES NO IF NO, DETAILS _____
- 1.2.1.25. YES NO IF NO, DETAILS _____
- 1.2.1.26. YES NO IF NO, DETAILS _____
- 1.2.1.27. YES NO IF NO, DETAILS _____
- 1.2.1.28. YES NO IF NO, DETAILS _____
- 1.2.1.29. YES NO IF NO, DETAILS _____
- 1.2.1.30. YES NO IF NO, DETAILS _____
- 1.2.1.31. YES NO IF NO, DETAILS _____
- 1.2.1.32. YES NO IF NO, DETAILS _____
- 1.2.1.33. YES NO IF NO, DETAILS _____
- 1.2.1.34. YES NO IF NO, DETAILS _____
- 1.2.1.35. YES NO IF NO, DETAILS _____
- 1.2.1.36. YES NO IF NO, DETAILS _____
- 1.2.1.37. YES NO IF NO, DETAILS _____
- 1.2.1.38. YES NO IF NO, DETAILS _____
- 1.2.1.39. YES NO IF NO, DETAILS _____
- 1.2.1.40. YES NO IF NO, DETAILS _____
- 1.2.1.41. YES NO IF NO, DETAILS _____

1.2.2. MECHANICAL STREET SWEEPER SPECIFICATIONS

1.2.2.1. MAIN BROOM

- 1.2.2.1.1. YES NO IF NO, DETAILS _____
- 1.2.2.1.2. YES NO IF NO, DETAILS _____
- 1.2.2.1.3. YES NO IF NO, DETAILS _____
- 1.2.2.1.4. YES NO IF NO, DETAILS _____

1.2.2.2. GUTTER BROOM

- 1.2.2.2.1. YES NO IF NO, DETAILS _____
- 1.2.2.2.2. YES NO IF NO, DETAILS _____
- 1.2.2.2.3. YES NO IF NO, DETAILS _____
- 1.2.2.2.4. YES NO IF NO, DETAILS _____
- 1.2.2.2.5. YES NO IF NO, DETAILS _____
- 1.2.2.2.6. YES NO IF NO, DETAILS _____

1.2.2.3. HOPPER

- 1.2.2.3.1. YES NO IF NO, DETAILS _____
- 1.2.2.3.2. YES NO IF NO, DETAILS _____
- 1.2.2.3.3. YES NO IF NO, DETAILS _____
- 1.2.2.3.4. YES NO IF NO, DETAILS _____
- 1.2.2.3.5. YES NO IF NO, DETAILS _____

1.2.2.4. ELEVATOR

- 1.2.2.4.1. YES NO IF NO, DETAILS _____
- 1.2.2.4.2. YES NO IF NO, DETAILS _____

1.2.2.5. SWEEPER WATER SYSTEM

- 1.2.2.5.1. YES NO IF NO, DETAILS _____
- 1.2.2.5.2. YES NO IF NO, DETAILS _____
- 1.2.2.5.3. YES NO IF NO, DETAILS _____
- 1.2.2.5.4. YES NO IF NO, DETAILS _____
- 1.2.2.5.5. YES NO IF NO, DETAILS _____
- 1.2.2.5.6. YES NO IF NO, DETAILS _____
- 1.2.2.5.7. YES NO IF NO, DETAILS _____

1.2.2.6. HYDRAULIC SYSTEM

- 1.2.2.6.1. YES NO IF NO, DETAILS _____
- 1.2.2.6.2. YES NO IF NO, DETAILS _____
- 1.2.2.6.3. YES NO IF NO, DETAILS _____

1.2.2.7. GREASE SYSTEM

- 1.2.2.7.1. YES NO IF NO, DETAILS _____

1.2.2.8. ELECTRICAL AND LIGHTING

- 1.2.2.8.1. YES NO IF NO, DETAILS _____
- 1.2.2.8.2. YES NO IF NO, DETAILS _____
- 1.2.2.8.3. YES NO IF NO, DETAILS _____
- 1.2.2.8.4. YES NO IF NO, DETAILS _____

1.2.2.9. SWEEPER CONTROLS

- 1.2.2.9.1. YES NO IF NO, DETAILS _____
- 1.2.2.9.2. YES NO IF NO, DETAILS _____

1.2.2.10. ARROW STICK

- 1.2.2.10.1. YES NO IF NO, DETAILS _____
- 1.2.2.10.2. YES NO IF NO, DETAILS _____

1.2.2.11. BACK UP CAMERA AND ALERT

- 1.2.2.11.1. YES NO IF NO, DETAILS _____
- 1.2.2.11.2. YES NO IF NO, DETAILS _____

1.2.3. MISCELLANEOUS

1.2.3.1. PAINT REQUIREMENTS:

- 1.2.3.1.1. Yes No if No, detail _____
- 1.2.3.1.2. Yes No if No, detail _____
- 1.2.3.1.3. Yes No if No, detail _____
- 1.2.3.1.4. Yes No if No, detail _____
- 1.2.3.1.5. Yes No if No, detail _____
- 1.2.3.1.6. Yes No if No, detail _____
- 1.2.3.1.7. Yes No if No, detail _____

1.2.3.2. AVL REQUIREMENTS:

1.2.3.2.1. Yes No if No, detail _____

1.2.3.3. WARRANTY OF CAB, CHASSIS AND SWEEPER REQUIREMENTS:

1.2.3.3.1. Yes No if No, detail _____

1.2.3.3.2. Yes No if No, detail _____

1.2.3.4. MANUAL REQUIREMENTS:

1.2.3.4.1. Yes No if No, detail _____

1.2.3.4.2. Yes No if No, detail _____

1.2.3.4.3. Yes No if No, detail _____

1.2.3.4.4. Yes No if No, detail _____

1.2.3.5. TRAINING REQUIREMENTS:

1.2.3.5.1. Yes No if No, detail _____

1.2.3.5.2. Yes No if No, detail _____

1.2.3.6. ADDITIONAL ELECTRICAL REQUIREMENTS:

1.2.3.6.1. Yes No if No, detail _____

1.2.3.6.2. Yes No if No, detail _____

1.2.3.6.3. Yes No if No, detail _____

1.2.3.6.4. Yes No if No, detail _____

1.2.3.6.5. Yes No if No, detail _____

1.2.3.6.6. Yes No if No, detail _____

1.2.3.6.7. Yes No if No, detail _____

1.2.3.6.8. Yes No if No, detail _____

1.2.3.6.9. Yes No if No, detail _____

1.2.3.6.10. Yes No if No, detail _____

1.2.3.6.11. Yes No if No, detail _____

1.2.3.6.12. Yes No if No, detail _____

1.2.3.6.13. Yes No if No, detail _____

1.2.3.6.14. Yes No if No, detail _____

1.2.3.7. UNIT REQUIREMENT:

1.2.3.7.1. Yes No if No, detail _____

The Illinois State Toll Highway Authority
Contract
25-0074R Mechanical Street Sweeper
BidBuy Bid Number 26-557THA-PROCU-B-50391

VENDOR

Vendor Name: Click here to enter text.	Address (City/State/Zip): Click here to enter text.
Printed Name: Click here to enter text.	Phone: Click here to enter text.
Title: Click here to enter text.	Email: Click here to enter text.
Signature:	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: Arnaldo Rivera	
Official's Title: Chairman/CEO	
Approved as to Form and Constitutionality Legal Signature:	Date:
Legal Printed Name: Samantha Sims	
Legal's Title: Assistant Attorney General, State of Illinois	
Finance Signature:	Date:
Finance Printed Name: Cathy R. Williams	
Fiscal's Title: Chief Financial Officer	

Legal Signature:	Date:
Legal Printed Name: Kathleen R. Pasulka-Brown	
Legal's Title: General Counsel	
Procurement Signature:	Date:
Procurement Printed Name: Eric Occomy	
Procurement's Title: Chief of Contract Services	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- BidBuy Requisition Reference #: R-274587
- Project Title: Mechanical Street Sweeper
- Contract #: 25-0074R
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-50391
- BidBuy / Bulletin Publication Date:
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

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

Signature of Authorized Representative: _____

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