

*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 "Invitation for Bid Vendor Instructions and Requirements."*

# The Illinois State Toll Highway Authority

## Contract # 24-014RR Overhead Crane Inspections and Repairs 26-557THA-PROCU-B-52602

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 provide annual inspections and repairs as needed to Overhead Cranes located system wide. Annual inspections are to include but not limited to all safety equipment, brakes, wire rope stops and all hooks, sheaves, and locks. All electrical components to include but not limited to contactors, pendant cords and button controls.

Repairs and Repair Parts Catalog: During inspections, any repairs that are found necessary for the cranes to fully operate shall be made at that time. The Vendor shall supply the required equipment to perform repairs and maintenance of equipment listed in the schedule. If the repair(s) will exceed \$500; the Vendor shall submit an itemized quote including the work needed to be completed and the cost of such work, prior to the start of said repairs. No further work shall proceed until authorized by the Facility Services Manager. All repair quotes shall be submitted to the Tollway personnel that are present at the time of inspection.

Vendors shall provide the Jib and Bridge Crane catalog listed below of the most current edition available at the time of award. Vendor is to enter the discount or mark-up, if applicable, from manufacturer's list price in the line items in BidBuy. This price shall be applied to all items and parts purchased utilizing this contract. Please see Section 2 for further pricing details.

Emergency Service Calls: In the event of an emergency, the Vendor shall respond to the Tollway's emergency calls within three (3) hours of receiving notice, to ensure proper and reliable operation of all items listed above. This is anticipated to be limited to five (5) service calls, and no more than three (3) hours per service call for minor repairs and diagnosis, per service call. Emergency hourly rates shall include twenty-four (24) hour/day, seven (7)

days/week (including Holidays). Rates begin at the time the Vendor arrives at the Illinois Tollway's worksite and ends when the Vendor departs from the Illinois Tollway's worksite.

The Vendor shall be required to provide the contact's name(s) and telephone number(s) of the personnel who will be assigned to the Emergency Service Calls.

Locations and equipment are listed below. The Tollway reserves the right to add/delete a location/equipment at any time during the duration of the contract.

Location	Type	Make/Model	Description/Serial Number
Sign Shop – Naperville, IL	Overhead	Shepard-Niles/OF12243	Single Girder Bridge Crane/NG904M1
Sign Shop – Naperville, IL	Overhead	Shepard-Niles/OF12243	Single Girder Bridge Crane/BNN83
CSG – Downers Grove, IL	Overhead	Coffing/MT100075.4	Jib Crane/TA5 224.0E Handling system/340117
M1 – Alsip, IL	7.5 Ton	Acco/C3W07	Bridge Crane/533-20-11928
M1 – Alsip, IL	5 Ton	Acco/2130170	Jib Crane/1503024
M5 – Arlington Hts, IL	7.5 Ton	Yale/YKB-C07-0335420-2	Bridge Crane/NG904MI
M5 – Arlington Hts, IL	5 Ton	Acco/2130170	Jib Crane/UA2207011
M6 – Hampshire, IL	7.5 Ton	Yale/WC3M	Bridge Crane/636924RH
M6 – Hampshire, IL	5 Ton	Acco/2130170	Jib Crane/A1807029
M7 – Rockford, IL	7.5 Ton	Acco/C3W07	Bridge Crane/533-20-11928
M7 – Rockford, IL	5 Ton	Acco/2130170	Jib Crane/A1709094
M8 – Aurora, IL	7.5 Ton	Yale/GKBM	Bridge Crane/YK0696N

M8 – Aurora, IL	5 Ton	Acco/2130170	Jib Crane/A2009030
M16 – Bensenville, IL	7.5 Ton	Demag/MF06MA	Bridge Crane/M0091563
M16 – Bensenville, IL	5 Ton	Acco/2130170	Jib Crane/UA2106071
Deerfield Pumping Station	2.5 Tons	Yale/BEW2-45RT145S2	Hoist/ 2127893A

Quantities: It shall be expressly understood by the bidder that the estimated bid quantities specified in the contract documents are for determining the lowest bid and to establish unit prices. The Tollway may, over the term of the Contract, place orders for more or fewer than the estimated quantities stated. The Tollway does not guarantee that any minimum number of quantities shall be ordered from the Vendor. Materials furnished under this contract shall be delivered in multiple deliveries as determined by the needs of the Illinois Tollway. The estimated quantities of this contract shall be based on a period of (2) years; prices shall remain firm for the term of the contract. The decision to pre-order and hold any inventory rests solely with the Vendor.

Related Performance Standards: All material used shall match existing materials identified above or as found. All equipment, materials, and installation work shall comply with the above specifications, (as appropriate), the Illinois Occupational Safety and Health Administration (OSHA) standards and relevant Illinois Building Codes.

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

Safety: The Vendor and its suppliers shall perform the services in a safe and responsible manner. In the performance of scope of work, the vendor shall shield all interior areas near the work area as required to protect Tollway personnel and property. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements of the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.

Protection of Property: The Vendor shall conduct the work so as not to interfere with or hinder the daily activity within or around the designated work area that is established by the Tollway. If in the event, any damages to existing property occur, the Vendor and/or its

subcontractor is solely responsible for any expenses. Any scope of work that could impact personnel and/or property inside the building shall be scheduled and performed during off peak hours. Building operating personnel shall be consulted whenever work conditions might be affected. Peak hours are considered Monday through Friday, 8:00 am to 4:00 pm.

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

Hourly Rates: The awarded contract shall be a time and materials contract. Regular hourly rates shall include the period from 8:00a.m. to 5:00p.m. CDT, Monday through Friday. Emergency hourly rates shall include all other hours not defined above, including overnight, weekend, and holiday hours. Emergency rates shall be invoiced at one and one-half times the hourly rate. Rates begin at the time the Vendor arrives at the Illinois Tollway's worksite and ends when the Vendor departs from the Illinois Tollway's work-site.

**1.3. MILESTONES AND DELIVERABLES:** Vendor shall perform the maintenance on an annual basis to be scheduled by the Tollway's Facility Services Manager. Vendor shall ensure repairs are completed in a timely manner acceptable to the Tollway. In the event the Vendor must order replacement parts, the Vendor shall notify the Tollway of the expected delivery of the parts and completion of the repairs. The Vendor shall initiate and complete all repairs as quickly as possible. If the Vendor expects a delay in repairing a unit, the Vendor shall communicate with the Tollway's Facility Services Manager immediately.

**1.4. VENDOR/STAFF SPECIFICATIONS:** Vendor shall be an authorized dealer, distributor, or manufacturer and shall be able to perform all warranty work. Vendor shall provide manufacturer's letter of authorization upon request of the Tollway.

**1.4.1.** The Vendor shall supply the required equipment to perform repairs and maintenance of equipment listed in the schedule.

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

**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](#)

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.** 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](#)

## 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 only. The State includes in this Contract the BidBuy Purchase Order as it contains the agreed pricing. Vendor shall bid on all items to be considered responsive. **Failure to bid on all items shall result in a disqualified bid.** Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

### Pricing for the initial term:

**Table 1 – Inspection Costs (2-year initial term)**

Units	Make	Number of Units	Inspections per year	Term of contract	Cost per Inspection	Extension (Number of units X number of Inspections per year X two (2) year term X cost per inspection)
7.5-ton Bridge Crane	Acco	2	1	2	Enter pricing into BidBuy line item only	Enter pricing into Bidbuy line item only
7.5-ton Bridge Crane	Yale	3	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
7.5-ton Bridge Crane	Demag	1	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
5-ton Jib Crane	Acco	6	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
Overhead Single Girder Bridge Crane	Shepard – Niles	2	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
2.5 Tons Hoist	Yale	1	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
					Total Table 1	\$

**Table 2 – Hourly Rates for Repairs and Emergency Repairs (2-year initial term)**

Schedule	Time	Estimated Hours for Two (2) Year Term	Hourly Rate	Total Hourly Rate (Estimated Hours x Hourly Rate)
Monday through Friday	8:00 a.m. – 5:00 p.m.	100 hours	\$ /hour	Enter pricing into BidBuy line item only
Monday through Friday Emergency Services	5:01 p.m. – 7:59 a.m.	100 hours	\$ /hour	Enter pricing into BidBuy line item only
Saturday Emergency Services	All Day (24 hours)	10 hours	\$ /hour	Enter pricing into BidBuy line item only
Sunday & Holiday Emergency Services	All Day (24 hours)	10 hours	\$ /hour	Enter pricing into BidBuy line item only
<b>The above rates are subject to a minimum dollar amount:</b>		<b>Yes</b>	<b>No</b>	
<b>If Yes, the minimum dollar amount is:</b>		\$		
<b>Total Table 2:</b>				\$

**Table 3 – Catalog Percent Discount or Percent Mark Up for Repair Parts (2-year initial term)**

Please identify if you are bidding a discount or mark-up by listing which one in the “Alternate Description” field in BidBuy. When bidder is not able to provide a Percent Discount from Manufacturer’s List Price, bidder shall enter “0” for that line item in BidBuy. Vendor shall complete all information below to be considered responsive.

Line #	Catalog / Price List	Estimated Usage (Two Year Term)	Percent Discount or Percent Mark Up from Manufacturer’s List Price	Dollar Value of Percent Discount or Percent Mark Up from Manufacturer’s List Price (Estimated Usage x Percent Discount or Percent Mark Up from Manufacturer’s List Price)	Extension (Estimated Usage – Dollar Value of Percent Discount or + Percent Mark Up from Manufacturer’s List Price)
1	Acco, Most Current Edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
2	Yale, most current edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
3	Demag, most current edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
4	Shepard-Niles, Most Current Edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
<b>Total Table 3:</b>					\$

**Pricing for the renewal term:**

**Table 1 – Inspection Costs (2-year renewal term)**

Units	Make	Number of Units	Inspections per year	Term of contract	Cost per Inspection	Extension (Number of units X number of Inspections per year X two (2) year term X cost per inspection)
7.5-ton Bridge Crane	Acco	2	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
7.5-ton Bridge Crane	Yale	3	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
7.5-ton Bridge Crane	Demag	1	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
5-ton Jib Crane	Acco	6	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
Overhead Single Girder Bridge Crane	Shepard – Niles	2	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
2.5 Tons Hoist	Yale	1	1	2	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
					Total Table 1	\$

**Table 2 – Hourly Rates for Repairs and Emergency Repairs (2-year renewal term)**

Schedule	Time	Estimated Hours for Two (2) Year Term	Hourly Rate	Total Hourly Rate (Estimated Hours x Hourly Rate)
Monday through Friday	8:00 a.m. – 5:00 p.m.	100 hours	\$ /hour	\$ Enter pricing into BidBuy line item only
Monday through Friday Emergency Services	5:01 p.m. – 7:59 a.m.	100 hours	\$ /hour	Enter pricing into BidBuy line item only
Saturday Emergency Services	All Day (24 hours)	10 hours	\$ /hour	Enter pricing into BidBuy line item only
Sunday & Holiday Emergency Services	All Day (24 hours)	10 hours	\$ /hour	Enter pricing into BidBuy line item only
<b>The above rates are subject to a minimum dollar amount:</b>		<b>Yes</b>	<b>No</b>	
<b>If Yes, the minimum dollar amount is:</b>		\$		
<b>Total Table 2:</b>				\$

**Table 3 – Table 3 – Catalog Percent Discount or Percent Mark Up for Repair Parts (2-year Renewal term)**  
Please identify if you are bidding a discount or mark-up by listing which one in the “Alternate Description” field in BidBuy. When bidder is not able to provide a Percent Discount from Manufacturer’s List Price, bidder shall enter “0” for that line item in BidBuy. Vendor shall complete all information below to be considered responsive.

Line #	Catalog / Price List	Estimated Usage (Three Year Term)	Percent Discount or Percent Mark Up from Manufacturer’s List Price	Dollar Value of Percent Discount or Percent Mark Up from Manufacturer’s List Price (Estimated Usage x Percent Discount or Percent Mark Up from Manufacturer’s List Price)	Extension (Estimated Usage – Dollar Value of Percent Discount or + Percent Mark Up from Manufacturer’s List Price)
<b>1</b>	Acco, Most Current Edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
<b>2</b>	Yale, most current edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
<b>3</b>	Demag, most current edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
<b>4</b>	Shepard-Niles, Most Current Edition	\$2,000.00	% + or -	Enter pricing into BidBuy line item only	Enter pricing into BidBuy line item only
<b>Total Table 3:</b>					\$

### 2.3 ECONOMIC ADJUSTMENTS:

- 2.3.1 Vendor's renewal pricing is per the quote upon which the award was determined. Quote number ENTER QUOTE NUMBER. The awarded quote number will be entered by the State prior to execution of the Contract.
- 2.3.2 The percent discount bid in Group 3 Catalog Pricing shall remain in effect for the entire term of the Contract and any subsequent renewals. The Vendor is required to notify the Tollway in writing of any newly issued manufacturer's price list(s) that are released during the term of the Contract or any subsequent renewals. Upon acceptance by the Tollway of the new price list(s) for the initial or renewal term(s), the original quoted percent discounts from Group 3 Catalog Pricing shall then be applied to the new price list(s).
- 2.3.3 **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 2.3.1.
- 2.3.4 **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 will have an initial term of (2) years, 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.

**3.2.3. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): The State reserves the right to renew for a total of 2 years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance.

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

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

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

**3.2. 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:	<a href="mailto:FinanceInvoices@getipass.com">FinanceInvoices@getipass.com</a>

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:** 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 the 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.
- 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](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest 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 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 Vendor Instructions and Requirements
3. 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 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 Tollway, nor shall the 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 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 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 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 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 Tollway may require.
  - 5.7.2.** Immediately cease using and return to the Tollway any personal property or materials, whether tangible or intangible, provided by the Tollway to the Vendor.
  - 5.7.3.** Comply with the 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 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 Tollway any payments made by the 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 Tollway.
- 5.10. 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 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 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1. are inapplicable to this Contract.
  - 5.10.3.** The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.4. concerns the 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 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 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 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 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)

[Click here to enter text.](#)

## **6. ATTACHMENTS**

- 6.1. Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)**
- 6.2. Business Enterprise Program Utilization Plan**
- 6.3. Veteran Small Business Participation and Utilization Plan**
- 6.4. Illinois Standard Certifications:** All small purchase contracts with an annual value that exceeds \$50,000 must include Standard Illinois Certifications completed by the Vendor.
- 6.5. Construction/Bonding attachments**
- 6.6. State of Illinois Offer Document / Information and Technology State of Illinois Offer Document**
- 6.7. BidBuy Purchase Order**

**The Illinois State Toll Highway Authority**  
**Contract #24-0144R Overhead Crane Inspections and Repairs**  
**26-557THA-PROCU-B-52602**

**VENDOR**

Vendor Name: <a href="#">Click here to enter text.</a>	Address (City/State/Zip): <a href="#">Click here to enter text.</a>
	Phone: <a href="#">Click here to enter text.</a>
Printed Name: <a href="#">Click here to enter text.</a>	Email: <a href="#">Click here to enter text.</a>
Title: <a href="#">Click here to enter text.</a>	Date:
<b>Signature:</b>	

**STATE OF ILLINOIS**

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Approved as to Form and Constitutionality Legal Signature:	Date:
Legal Printed Name: Kathleen R. Pasulka-Brown	
Legal's Title: General Counsel	
Official Signature:	Date:
Arnaldo Rivera, Chairman/CEO, by Eric Occomy, Chief of Contract Services	

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- BidBuy Requisition Reference #: R-227354
- Project Title: Overhead Crane Inspections and Repairs
- Contract #: 24-0144RR
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 26-557THA-PROCU-B-52602
- BidBuy / Bulletin Publication Date:
- Award Code:
- 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?