



INVITATION FOR BIDS

IFB

11-0054RR

Automatic Coin

Toll Machine Cabinets (ACM's)

Camera Hoods

SOLICITATION DOCUMENT
11-0054RR Automatic Coin/Toll Machine Cabinets (ACM's) /Camera Hoods

The Illinois State Toll Highway Authority ("Tollway") is requesting Offers (bids / proposals) from responsible Vendors to meet the Tollway's needs. Below is a brief description of our needs with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, please submit an Offer.

We are issuing this solicitation in the following form and you must take that into account when reading and responding:

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|--|--|
| ☒ | Invitation for Bids |
| ☐ | Request for Proposals |
| ☐ | Request for Proposals (Professional and Artistic Services) |

Brief Description:

The Illinois Tollway is looking to establish a contract for the fabrication of sixty (60) new Automatic Coin/Toll Machine cabinets and five hundred thirty-five (535) camera hoods for our Violation Enforcement System (VES) cameras.

The solicitation package consists of two (2) parts:

Part A INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS: Part A consists of the following sections:

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| SECTION 1 | INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION |
| SECTION 2 | HOW WE WILL EVALUATE OFFERS |
| SECTION 3 | STATEMENT OF WORK / SPECIFICATIONS / QUALIFICATIONS |

These sections provide information necessary for submitting an Offer (a bid or proposal); set forth the basic legal and policy requirements associated with this solicitation and tell how we will evaluate Offers.

Part B OFFER RESPONSE FORMS: Part B consists of the following sections:

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|-----------|---------------------------|
| SECTION 4 | OFFER TO ILLINOIS TOLLWAY |
| SECTION 5 | RESPONSIBILITY FORMS |
| SECTION 6 | RESPONSIVENESS |
| SECTION 7 | PRICE |
| SECTION 8 | CONTRACT |

Your response to Part B will constitute your Offer to the Tollway and will provide us with information about you, what you will provide, your ability to perform and your price. We will evaluate this information as well as compliance with the Instructions.

In this document the Tollway may be referred to as "Tollway", "State", "Agency", "we" or "us". The person submitting an Offer will be referred to as "Vendor", "Contractor" or "You". "We" is used appropriate to the context.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

Public Act 95-971 contains registration requirements regarding bids and proposals submitted by vendors. You must read and comply with the requirements. See www.purchase.state.il.us for additional information.

NON-DISCRIMINATION POLICY In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act <http://www.hhs.gov/ocr/civilrights/resources/factsheets/504.pdf> the Tollway does not discriminate in employment, contracts, or any other activity.

SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

- 1.1 **PROJECT CONTACT:** If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any Tollway officer or employee other than the State Project Contact. Only written answers to questions shall be binding on the Tollway.

Buyer

Desiree Liberti, Buyer
Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515

Phone: 630/ 241-6800 Ext 2603
Fax: 630/ 505-9270
TDD: 630/ 241-6898
Email: dliberti@getipass.com

- 1.2 **VENDOR CONFERENCE / SITE VISIT:** ☒ Yes ☐ No Mandatory Attendance: ☒ Yes ☐ No

If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site.

The Mandatory site visit is being conducted to allow the potential bidders to view the cabinet and take any necessary measurements of same. The bidders should bring along any necessary personnel they feel they need to get a complete understanding of the cabinet and how to fabricate it. The bidders will be allowed to take pictures of the cabinet for reference purposes.

Mandatory Site Visits will be held during a two week period. All vendors interested in bidding this solicitation will be required to schedule a site visit during the period of November 7, 2011 through November 14, 2011. There will be no more site visits after November 14, 2011. The Vendor may make arrangements to view the ACM Cabinet by contacting Mike Wayne, any day except Saturday, Sunday and legal holidays during normal working hours at 630/241-6800 Extension 4257 or at mwayne@getipass.com. The vendor will be required to sign in at the location listed below.

Location: Electronic Transaction Consultants Center (ETCC) Building, 4640 Western Avenue, Lisle, Illinois 60532

Written questions due from Vendors: Wednesday, November 23, 2011
Written responses due from Illinois Tollway: Wednesday, November 30, 2011

We will provide written responses to questions and only those written responses shall be binding.

- 1.3 **OFFER DUE DATE, TIME AND SUBMISSION LOCATION:** Due Date: Wednesday, December 7, 2011 Time: 10:30 A.M.
Issue IFB Date: Wednesday, October 12, 2011

DELIVER OFFERS TO:
Illinois Tollway
Purchasing Manager
2700 Ogden Avenue
Downers Grove, Illinois 60515

LABEL OUTSIDE OF ENVELOPE / CONTAINER:
11-0054RR Automatic Coin/Toll Machine Cabinets/Camera Hoods
Wednesday, December 7, 2011 Time: 10:30 A.M.
Vendor Name & Address

We will open Offers at the Due Date, Time, and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Offers, modifications, or withdrawals submitted after the due date and time. All times are Tollway local times.

- 1.4 **NUMBER OF COPIES:** You must submit a signed original and three (3) copies of the Offer in a sealed container. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede the Department's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). If Minority, Female, and Person with Disability Subcontracting is marked "YES", you must also submit one (1) original and one (1) copy of your Utilization Plan in a separate sealed envelope within your Offer container.

In accordance with Public Act 95-971, if you are required to submit the State Board of Elections Registration Certificate and fail to do so, your bid / proposal will be disqualified.

- 1.5 **OFFER FIRM TIME:** Your Offer must remain firm for (90) days from opening.
- 1.6 **SECURITY:** Bid Bond: N/A. Performance Bond: N/A. You must submit the Bid Bond with the Offer and the Performance Bond within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to us.

1.7 PROTEST REVIEW OFFICE:

Chief Procurement Officer
Attn: Protest Review Office
401 S. Spring Street Illinois
Suite 518 Stratton Office Building
Springfield, IL 62706

Phone: 217/ 558-2127
Fax: 217/ 558-2164
Relay: 800/ 526-0844

You may submit a written protest of our actions to the PROTEST REVIEW OFFICE following the requirements of the Standard Procurement Rules (44 Ill. Adm. Code 1.5550). We must physically receive the protest by noon of the seventh calendar day after you knew or should have known of the facts giving rise to the protest..

- 1.8 SMALL BUSINESS SET-ASIDE:** ☐ Yes ☒ No. If "Yes" is marked, you must be certified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate your Offer. For complete requirements and to certify your business in the Small Business Set-Aside Program, visit http://www.sell2.illinois.gov/bep/Set_Aside.htm.
- 1.9 MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING:** ☐ Yes ☒ No. If "Yes" is marked, this solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. In addition to the number of copies requested above, you must submit an original and 1 copy of the Utilization Plan and Letter of Intent, sealed separately within the offer container. Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Susan Hartman at Susan.Hartman@illinois.gov or (312) 814-2200 prior to submission of bids or proposals. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4) (c)). Firms included on Utilization Plans as meeting BEP requirements as prime or sub-contractors must be certified by CMS as BEP vendors prior to contract award. Go to http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements for BEP certification.
- 1.10 PUBLIC CONTRACTS NUMBER:** (775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening we may not be able to consider your Offer. Please contact DHR at 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.
- 1.11 ILLINOIS PROCUREMENT BULLETIN (Bulletin):** We publish procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>). Procurement information may not be available in any other form or location. You are responsible for monitoring the Bulletin; we cannot be held responsible if you fail to receive the optional e-mail notices.
- 1.12 AWARD:** We will post a notice to the Bulletin identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.
- 1.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the Tollway and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. A request for confidential treatment will not supersede the Tollway's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the Tollway may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.
- 1.14 RESERVATIONS:** You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the Tollway. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).
- 1.15 GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. With respect to State claims you must bring an action in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois and for Federal claims you must bring an action in the Federal District Court for the Northern District of Illinois. We do not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>.

- 1.16 **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Dept. of Revenue (312-814-3215) for information about tax credits. If you receive this tax credit you must report to the Dept. of Central Management Services the number of individuals hired for whom you received tax credits. You must submit this information by August 31 of each year covering the previous 12 months (July–June) (PA 94-1067; 30 ILCS 500/45-67 and 45-70).
- 1.17 **PAYMENT OF TOLLS:** The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Tollway. Furthermore, in the event that a final determination is made by the Tollway that the Contractor has failed to pay any required tolls and associated fines, the Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Tollway and/or other State of Illinois office, department, commission, board or agency.

SECTION 2 - HOW WE WILL EVALUATE OFFERS

- 2.1 OFFER RESPONSE FORMS: We will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.
- 2.2 EVALUATION CATEGORIES: We evaluate four (4) categories of information: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.
- 2.2.1 ADMINISTRATIVE COMPLIANCE: We will determine whether your Offer complied with the Instructions for Submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.
- 2.2.2 RESPONSIBILITY: We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business.
- I. A "Responsible" vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a Tollway contract. Evidence of good standing can include Certificate of Good Standing, copy of assumed name certificate from home county, etc.
 - II. Public Law 96-0795 provides that a "prohibited bidder" includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the Tollway by reviewing, drafting or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.
 - III. Other factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Every bid submitted to and contract executed by the Tollway and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.
- You must at all times have financial resources sufficient, in the opinion of the Tollway, to ensure performance of the contract and must provide proof upon request. The Tollway may terminate the Contract, consistent with the termination for cause provision of this Contract, if the Vendor lacks the financial resources to perform under the Contract. We may require that a Vendor correct any deficiencies as a condition of further evaluation.
- 2.2.3 RESPONSIVENESS: We will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the Tollway's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- 2.2.4 PRICE: We will identify the lowest priced Offer that meets Administrative, Responsibility and Responsiveness requirements. We will rank Offers in order of Price when appropriate.
- 2.3 AWARD: We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the lowest Price.

The Tollway is seeking pricing for a total of sixty (60) Automatic Coin/Toll Machine Cabinets (ACMs) and five hundred thirty-five (535) camera hoods. The Vendor is to provide pricing for both types of metal fabrications of hoods. The Tollway will select the least costly fabrication for the hoods and Automatic Coin/Toll Machine Cabinets (ACMs) prior to issuing any orders to the Vendor.

One (1) contract will be awarded to one (1) Vendor for the Automatic Coin/Toll Machine Cabinets (ACMs) (Group 1) and the Camera Hoods (Group 2), which is the Vendor who offers the Lowest Total Bid Price proposed by a responsive and responsible Bidder meeting the terms and conditions of the solicitation. However, only one item (either alternate #1 or alternate #2) from within Group 2 will be awarded based on the lowest price within the Tollway's budgetary allowance for these materials.

Bidder must bid all line items including each bid line is to equal the Total Bid Price for the project.

The Tollway reserves the right to award contracts or reject any or all bids when, in the Tollway's opinion, the best interest of the Tollway will be served thereby. We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the lowest Price.

SECTION 3 - STATEMENT OF WORK / SPECIFICATIONS / QUALIFICATIONS

11-0054RR Automatic Coin/Toll Machine Cabinets (ACM's)/Camera Hoods

- 3.1 The supplies and/or services required, any milestones and deliverables, warranty, reporting requirements, Vendor and staff requirements, work location, contract term, renewals and other specifications are set forth in the body of the Contract following Section 8 of the solicitation. Section 8 identifies the requirements for completing the Contract as your offer to us.

The Illinois Tollway is looking to establish a contract for the fabrication of sixty (60) new Automatic Coin/Toll Machine cabinets and five hundred thirty-five (535) camera hoods for our Violation Enforcement System (VES) cameras. Awarded vendor will be required to provide drawings of said fabricated items listed below

3.2 **SUPPLIES AND/OR SERVICES REQUIRED:**

The Illinois Tollway is looking to establish a contract for the fabrication of sixty (60) new Automatic Coin/Toll Machine cabinets and five hundred thirty-five (535) camera hoods for our Violation Enforcement System (VES) cameras. Awarded vendor will be required to provide drawings of said fabricated items listed below.

3.3 **AUTOMATIC COIN/TOLL MACHINE (ACM's) CABINETS:**

The Specifications are as follows:

- The Vendor shall furnish all labor, materials, equipment and incidentals necessary to fabricate, paint and deliver to the Tollway Automatic Coin/Toll Machine Cabinets (ACM's) as specified herein.
- The Tollway will loan to the winning Vendor an existing ACM Cabinet with associated component parts that the lowest bidder Vendor shall use as a template and guide during fabrication. The Vendor may make arrangements to view the ACM Cabinet that the Tollway will provide in advance of bidding by contacting Mike Wayne, any day except Saturday, Sunday and legal holidays during normal working hours at 630/241-6800 Extension 4257.
- All acceptable ACM Cabinets fabricated and painted shall be delivered to the Tollway any day except Saturday, Sunday and legal holidays during normal working hours at the Electronic Transaction Consultants Center (ETCC) building .4640 Western Avenue, Lisle, Illinois 60532.

3.4 **DESCRIPTION:**

- ACM Cabinets and component parts shall be fabricated from CS TYPE B sheet steel, ASTM A1008, 14 gauge.
- Steel continuous hinges shall be used to connect the access doors to the ACM Cabinet.
- Access Door handles with key cylinders keyed to the Tollway standard key shall be purchased by the successful ACM Cabinet Supplier at Corbin Cabinet Lock (CCL).
- Access Door gaskets shall be new neoprene rubber or approved equal by the Tollway.
- Paint for ACM Cabinets shall be waterborne acrylic that meets the requirements of Section 1008 of the Standard Specifications of the Illinois Tollway Engineering department and IDOT Standard Specifications.
- All materials used to fabricate ACM Cabinets and associated components shall be new. Using previously used materials in the fabrication of ACM Cabinets and/or associated components will not be allowed.

3.5 **AUTOMATIC COIN/TOLL MACHINE CABINETS (ACMs) FABRICATION:**

- The Tollway will loan to the winning Vendor an existing ACM Cabinet with associated component parts that the Vendor shall use as a template and guide during fabrication. Prior to starting fabrication, the Vendor shall pickup the existing ACM Cabinet any day except Saturday, Sunday and legal holidays during normal working hours at the ETCC building, 4640 Western Avenue, Lisle, IL 60532. After fabrication is complete, return it to the Tollway at the same location any day except Saturday, Sunday and legal holidays during normal working hours.
- ACM Cabinets and components shall be fabricated using CS TYPE B sheet steel, ASTM A1008, of 14 gauge equal to the gauge of the metal used on the existing ACM Cabinet and component parts loaned to the Vendor by the Tollway.
- Full length, steel continuous hinges shall be bolted every four (4) inches to the ACM Cabinet and access doors to provide full access into the cabinet.
- The Vendor shall fabricate and paint one prototype ACM Cabinet with associated components within thirty (30) days of contract signing that will be inspected by the Tollway and must be acceptable to the Tollway before any other ACM Cabinets with associated components are fabricated. Awarded Vendor should disclose the manufacturer and model number of all components and parts used in the making of the prototype. This prototype, after acceptance by the Tollway, shall be the standard to which all other ACM Cabinets will be compared for acceptance and shall be included and paid for as one of the ACM Cabinets with associated components at the end of the Contract after it is packaged and delivered to the Tollway as specified below:
- All seams and corners on the ACM Cabinet and doors shall be continuously welded and ground smooth on both sides such that they are air and watertight. The minimum radius of all corners and seams shall be 1/8 inch (1/8").
- All holes in the ACM Cabinet shall be either, drilled or punched, and all sharp edges should be cleaned to remove all burrs. Flame cutting of holes will not be allowed. Additionally, any holes that are to have cables pass through them shall have rubber and/or plastic grommets installed to protect the cables from the holes edges after the ACM Cabinet is fully painted.

- All access doors on the ACM Cabinet shall have full, neoprene rubber or approved equal by the Tollway, gaskets to seal the openings and prevent air, dust and/or moisture from entering the cabinet. These gaskets shall be installed after the cabinets have been completely fabricated and painted.
- The Tollway will arrange for the Vendor to purchase Access Door handles with key cylinders keyed to the Tollway standard key. The Vendor shall purchase the Access Door handles with key cylinders and install them after the ACM Cabinets have been completely fabricated and painted; these charges are included with the bid price.
- ACM Cabinets shall be fabricated to the Specifications listed in Exhibit 1.
- Once the prototype is approved, the Vendor is to deliver a minimum of twenty (20) cabinets per sixty (60) day period until all ordered cabinets are delivered.
- Vendor shall warranty all ACM Cabinets and associated components delivered to the Tollway under this Contract to be free from defects in material and workmanship for a period of one (1) year from the date of Contract completion. Should any defects in material and/or workmanship become evident within this period the Vendor shall either replace or repair the defective ACM Cabinet and/or associated components as directed by the Tollway, at no additional cost to the Tollway. All costs associated with either replacing and/or repairing defective ACM Cabinets and/or associated component parts shall be borne by the Vendor.

3.6 ACM CABINET PAINTING:

- After fabrication, all interior and exterior surfaces of the ACM Cabinet and associated components (with the exception of locks, keys, etc.), shall be cleaned, shop primed, and finish coat painted in accordance with the paint manufacturer's recommendations and the applicable portions of the Illinois Department of Transportation (IDOT) Standard Specification Section 506 with waterborne acrylic paint that meets the requirements of Section 1008 of the IDOT Standard Specifications.
- The Vendor shall submit to the Tollway, finish coat paint color samples for review and color selection. The Tollway will select the finish coat, paint color to be used on the cabinets and associated components.
- After cleaning, all interior and exterior surfaces of the ACM Cabinet and associated components, they shall be painted with a coat of rust inhibiting waterborne acrylic primer that provides a minimum 3 mil dry film thickness when completely cured.
- After the primer is cured, all interior and exterior surfaces of the ACM Cabinet and associated components, shall be painted with two (2) coats of finish paint that matches the color selected by the Tollway and provides a minimum 3 mil dry film thickness when completely cured per coat for a total minimum 6 mil dry film finish paint thickness.

3.7 ACM CABINET DELIVERY:

- Completed and accepted ACM Cabinets and associated components shall be protected, packaged and delivered to the Tollway any day except Saturday, Sunday and legal holidays during normal working hours at the ETCC building, 4640 Western Avenue, Lisle, Illinois 60532.
- Any completed and accepted ACM Cabinets and associated components that are damaged during packaging and/or delivery shall be repaired and/or replaced as directed by the Tollway at no additional cost to the Tollway.
- The prototype cabinet is to be delivered within thirty (30) days of contract signing and then twenty (20) cabinets per sixty (60) day period (or earlier) until all ordered cabinets are delivered.

3.8 MEASUREMENT:

- ACM Cabinets complete with associated components will be measured per each cabinet with associated components fabricated, painted, packaged, delivered and accepted by the Tollway in accordance with these specifications.

3.9 PAYMENT:

- This work will be paid for at the contract unit price per each for ACM Cabinet with associated components (i.e. locks, keys, etc.), of the enclosure specified.

3.10 CAMERA HOODS: There are two (2) different styles of camera housings, one is square and one is oval shaped. We are looking to have metal hoods fabricated to fit over the front of the camera to reduce glare and reduce dirt accumulation. This hood is not to cover the entire camera housing. It needs to be fabricated so that it attaches to the front of the housing and extends one foot (1') past the front of the housing.

The dimensions of the circumference of the housings are as follows along with the respective length necessary for each housing type:

Square: 8.5" high x 7.5 "wide. The length of the hood is to be twenty-three inches (23").

Oval: The circumference of the Oval housing is twenty two inches (22"). The length of the hood is to be eighteen inches (18").

The interior of the hoods shall be spray painted flat black to avoid glare. There are to be pre-drilled holes for the hood to be mounted to the housings. The awarded Vendor will pick up a sample of each camera housing to use as a template for the fit and the location of the screw holes to mount the hood.

The Vendor is required to provide pricing for hoods fabricated in two different metals: electro-galvanized (electro-plated) steel and aluminum. The Tollway will review the pricing at the bid and determine which metal is best suited for the cabinets.

As stated in Award provision: One (1) contract will be awarded to one (1) Vendor for both the Automatic Coin/Toll Machine Cabinets (ACMs) (Group 1) and the Camera Hoods (Group 2), which is the Vendor who offers the Lowest Total Bid Price proposed by a responsive and responsible bidder meeting the terms and conditions of the solicitation. However, only one item (either alternate #1 or alternate #2) from within Group 2 will be awarded based off the lowest price for within the Tollway's budgetary allowance for these materials.

A minimum of one hundred (100) Hoods per month are to be delivered until all ordered hoods are delivered.

- 3.11 **SAMPLE VIEWING, QUALITY AND CRAFTSMANSHIP:** Prior to award the Tollway will request from all Bidders the viewing of their proposed samples. These samples are expected to be of a similar product, fabrication and preferably size per the specifications described herein.
- Tollway Representative(s) will make arrangement to view the similar product(s) (cabinets or hoods) at the Bidder's designated facility or convenience site agreeable by both parties. At the mutually agreed upon date, the Bidder will be required to provide a technical fabrication sheet of the materials and hardware components that is representative their product(s) being proposed that are being viewed by the Tollway Representative(s). The sample viewing of proposed product(s) allows for the Tollway to view the quality and craftsmanship of Bidder's product and determine if the product(s) being proposed meet the specifications of the Tollway's requirements.
- After the viewing of all of the Bidder's proposed product(s), the Tollway will award based on the lowest price product that meets the specifications described herein.
- 3.12 **INVENTORY/LEAD TIME:** For ACM Cabinets and Camera hoods manufactured prior to ordering, the Vendor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any ACM Cabinets and Camera hoods listed in the Proposal, which is ordered by the Tollway within ten (10) business days after receipt of the Tollway's order.
- In lieu of the inventory, the Vendor must be able to arrange such prompt delivery. For ACM Cabinets and Camera hoods, manufactured or customized according to releases, the lead time will be mutually agreed upon between the Tollway and the Vendor.
- The repeated failures of the Vendor to meet the above stated delivery requirements may be used by the Tollway as grounds for the termination of this Contract, and may further affect the Vendor's eligibility for future Contract awards.
- The Vendor's compliance with these requirements will be determined by the Tollway, whose decision will be binding.
- 3.13 **CHANGES:** The Tollway, may from time to time, request changes in the scope of the Vendor to perform hereunder including, but not limited to any increase or decrease in compensation due to recycling benefits, diversion credit advantages, changes due to a change in any environmental laws, rules, and regulations or due to a decision relating to such laws, rules and regulations by a court or administrative body of competent jurisdiction. Such changes which are mutually agreed upon by and between the Tollway and the Vendor will be incorporated in written modifications to this contract.
- No changes, amendments, modifications, cancellations or discharges of this contract, or any part thereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents' representatives.
- Failure of the Vendor and its representatives to be familiar with all requirements of the contract documents will not relieve them from complying with all provisions thereof.
- 3.14 **MISSHIPMENTS / DEFECTIVE MERCHANDISE:** The Vendor will be responsible for any incorrect or damaged shipments and defective merchandise. The Vendor must make arrangements with their common carrier or company personnel to pick-up any unacceptable Camera hoods and within forty-eight (48) hours of notification.
- The Vendor must replace the incorrect, damaged or defective merchandise or issue credit within ten (10) business days of the return. If the replacement merchandise or a credit is not received within ten (10) business days, the Tollway will deduct the amount of the return from any outstanding invoice at the time of payment.
- The Tollway will not be subject to re-stocking charges due the Vendor error.
- 3.15 **WORK LOCATION DISCLOSURE:** In Section 2.16 of the Contract, Vendor shall disclose the location where the services required shall be performed. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the selected Vendor receives additional consideration in the evaluation based on work being performed in the United States, the resulting contract shall contain a provision that any shift in such work outside the United States may be considered a breach of contract.

3.16 SUBCONTRACTOR DISCLOSURE: Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify below the names and addresses of all subcontractors you will be entering into a contractual agreement with for a total value of \$25,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, subcontractors are those specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

Subcontractor Name	_____	Amount to be paid	_____
Address	_____	Description of work	_____

Subcontractor Name	_____	Amount to be paid	_____
Address	_____	Description of work	_____

All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

End of Instructions

SECTION 4 - OFFER TO ILLINOIS TOLLWAY
11-0054RR Automatic Coin/Toll Machine Cabinets/Camera Hoods

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the Tollway that the Tollway may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

Offeror hereby certifies that no person or entity representing their offer has retained a person or entity to attempt to influence the outcome of a procurement decision made under the Illinois Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty a business offense and shall be fined.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

We have:

☐ Reviewed the Offer Form, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and

☐ Signed on the space(s) provided.

Acknowledgment of Amendments:

☐ We acknowledge receipt of any and all amendments to the solicitation and have taken those into account in making this Offer.

Offer Response Forms: Accompanying and as part of this Offer you will find:

For all Offers:

☐ Bid Security, if required

☐ Designated number of copies

☐ Electronic copies, if required. For RFP's include separate disks for technical and pricing, with pricing disk sealed in pricing envelope.

☐ Completed Responsibility Forms packet

Business and Directory Information

Disclosures and Conflicts of Interest

Completed and Signed Taxpayer Identification Number form

☐ Completed Minority, Female and Person with Disability Status and Subcontracting form, if required.

☐ References, if required

☐ Political Contributions -

We have made the certification required by Public Act 95-971, and attached the State Board of Elections certificate of registration, if required.

For IFB's:

☐ Completed and signed Contract

Exceptions: In preparing the Offer we have taken (check one)

☐ No Exceptions

☐ Exceptions to the State's language or requirements in the following sections of the Offer:

☐ Contract

☐ Responsibility forms

Details of the exceptions are shown (check one)

☐ in the text of each section of the Offer

☐ on a separate labeled attachment

Domestic Products (check one)

- ☐ We are not making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517).
- ☐ We are making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517). After reading the Act we certify we are eligible and that the following product or products bid or proposed in response to this solicitation meet the requirements of the Act. Check and complete as applicable:
- ☐ All products
- ☐ The following individual products (show line item if applicable)
- _____
- _____

Request for Confidential Treatment (check one)

- ☐ We are not requesting confidential treatment for this Offer.
- ☐ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. We have supplied an additional copy of the Offer with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

Protests and Negotiations

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

Vendor Contact Person: The contact person for purposes of responding to any questions the State may have is:

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

(Vendor name and DBA)

(Signature of party authorized to bind the named Vendor)

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

E-mail _____

SECTION 5 - RESPONSIBILITY FORMS

We have identified various information we need in order to determine if you are eligible to contract with the Tollway and can be considered a "Responsible" Vendor.

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.

Business and Directory Information

Disclosures and Conflicts of Interest

Minority, Female, Person with Disability Status and Subcontracting

Political Contributions

Complete and sign the:

Taxpayer Identification Form

Attach references, if required

You must include all of this as part of your Offer or risk disqualification.

Business and Directory Information

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for most recently completed Fiscal Year)
- (k) Number of Full-Time Employees (average from most recent Fiscal Year)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation.
- (o) Department of Human Rights (DHR) Public Contract Number
If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # _____ or attach proof of application.

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (A), (B) or (C) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (A) and (B) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k ☐, 20f ☐, or 40f ☐.

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 A and B of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____ For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
- ☐ Sole Proprietorship ☐ Stock ☐ Partnership
- Other (explain) _____
- Name: _____
- Address: _____
- _____
- ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.
- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the Tollway of Illinois or the statutes of the Tollway of Illinois currently or in the previous 3 years. Yes ☐ No ☐
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (e) Appointive office; the holding of any appointive government office of the Tollway of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the Tollway of Illinois or the statutes of the Tollway of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the Tollway government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of Tollway or any county clerk in the Tollway of Illinois, or any political action committee registered with either the Secretary of Tollway or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of Tollway or any county clerk in the Tollway of Illinois, or any political action committee registered with either the Secretary of Tollway or the Federal Board of Elections. Yes ☐ No ☐

Section 2: Section 50-13 Conflicts of Interest (*All Vendors must complete this section*)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (*All Vendors must complete this section*).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (*All Vendors must complete this section*).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

I. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

II. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

- ☐ There are no business operations that must be disclosed to comply with the above cited law.
- ☐ The following business operations are disclosed to comply with the above cited law:
-

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Company (and D/B/A): _____

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes ☐ No ☐

If "Yes" check each that applies:

Category:

Minority ☐

Female ☐

Person with Disability ☐

Disadvantaged ☐

A business owned and controlled by females shall select and designate only one category above if the females are also minorities.

If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency:

Department of Central Management Services ☐

Women's Business Development Center ☐

Chicago Minority Business Development Council ☐

Illinois Department of Transportation ☐

Other (please identify): _____

Category:

Minority ☐

Female ☐

Person with Disability ☐

Disadvantaged ☐

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified Vendors?

Yes ☐ (attach copy) No ☐

If "No," will you make a commitment to contact BEP certified Vendors and consider them for subcontracting opportunities on this contract?

Yes ☐ No ☐

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified Vendors? Yes ☐ No ☐

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Offer, and the names of the BEP certified Vendors you plan to use.

Political Contributions

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. The Act contains registration requirements and provides that all bids submitted to the State after January 1, 2009 contain a certificate of registration from the Illinois State Board of Elections or a certification that the bidding entity is not required to register. Further information about the registration requirements can be found on the Board of Elections website, www.elections.il.gov. Failure to submit this information will result in disqualification.

By submission of an Offer, you acknowledge and certify that you have read, understand, and will comply with Public Act 95-971, including but not limited to, all provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. Vendor acknowledges that the State may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971 check the following certification that applies to you:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (*check one*):

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

Signature: _____

Date: _____

SECTION 6 - RESPONSIVENESS

For this solicitation, we have shown the supplies and services (Responsiveness items) we require, as well as terms and conditions under which we expect to contract with the selected Vendor, in the attached Contract. You will show your pricing and provide any other needed information directly on this Contract.

SECTION 7 - PRICE

For this solicitation, you will show your price in Section 3 of the attached Contract and provide any other needed information directly on this Contract.

SECTION 8 - CONTRACT

We expect to contract based on the terms and conditions as set forth in the following State of Illinois Contract. If you are unable to accept one or more parts of the Contract, you will need to identify any exception that you would want us to consider. You may show these changes on the Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests with your Offer.

Please note that most contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose.

You will need to review the Contract and complete the following fields:

- | | |
|-----------|--|
| Page 1 | sign the contract and provide contact information |
| Section 2 | fill in any blanks or provide any information requested |
| Section 3 | insert price information |
| Section 7 | review all Attachments marked with an X and sign if required |

CONTRACT

The Parties to this contract are the Tollway and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and 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 and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

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

VENDOR

(Vendor Name) _____
Signature _____
Printed Name _____
Title _____ Date _____
Address _____

Phone _____ Fax _____
E-mail _____

ILLINOIS TOLLWAY

Official Signature _____
Printed Name Kristi Lafleur
Title Executive Director Date _____
Designee Signature _____
Printed Name _____
Title _____
Address _____

CHIEF PROCUREMENT OFFICER

Official Signature _____
Printed Name Kellye K. Jackson
Title State Purchasing Officer Date _____
Phone 630-241-6800 Fax 630-241-6188
Address 2700 Ogden Avenue, Downers Grove, Illinois 60515
E-mail kkeyes@getipass.com

Designee Signature _____
Printed Name _____
Title _____ Date _____

John Donato/Chief of Procurement, Illinois Tollway

Approved as to Form and Constitutionality

Attorney General – State of Illinois/Date

STATE USE ONLY

PBC# 10-51000
Contract # 11-00544RR
IPB Ref. # _____
Award Code: _____
Subcontractor Utilization? Yes ☐ No ☐
Funding Source _____
CPO 33 – General Counsel Approval
Signature: _____
Date: _____

NOT PART OF CONTRACTUAL PROVISIONS

Project Title: Automatic Coin/Toll Machine Cabinet (ACMs)/Camera Hood
Procurement Method: IFB
IPB Publication Date: _____
Subcontractor Disclosure? Yes ☐ No ☐
Obligation # _____
Print Name: _____

1. TERM AND TERMINATION
11-0054RR Automatic Coin/Toll Machine Cabinet (ACMs)/Camera Hoods
- 1.1 **TERM OF THIS CONTRACT:** This contract has an initial term of February 1, 2012 through January 31, 2013.
If a start date is not identified, the term shall commence upon the last dated signature of the Parties.
In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.
- 1.2 **RENEWAL:** Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): **There are no renewal options for this contract.**

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

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified and 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 not renew automatically nor may the contract renew solely at the Vendor's option.
- 1.3 **EXTENSION:** Upon exhaustion of any applicable renewal options or at the end of the initial term the Illinois Tollway reserves the right to extend the term of the contract for a period not exceeds ninety (90) days
- 1.4 **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.
- 1.5 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 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. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

11-0054RR, Automatic Coin/Toll Machine Cabinets (ACMs)/Camera Hoods

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency."

2.2 SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway is looking to establish a contract for the fabrication of sixty (60) new Automatic Coin/Toll Machine cabinets and five hundred thirty-five (535) camera hoods for our Violation Enforcement System (VES) cameras.

2.3 AUTOMATIC COIN/TOLL MACHINE (ACMs) CABINETS:

The Specifications are as follows:

- The Vendor shall furnish all labor, materials, equipment and incidentals necessary to fabricate, paint and deliver to the Tollway Automatic Coin/Toll Machine Cabinets (ACMs) as specified herein.
- The Tollway will loan to the winning Vendor an existing ACM Cabinet with associated component parts that the lowest bidder Vendor shall use as a template and guide during fabrication. The Vendor may make arrangements to view the ACM Cabinet that the Tollway will provide in advance of bidding by contacting Mike Wayne, any day except Saturday, Sunday and legal holidays during normal working hours at 630/241-6800 Extension 4257.
- All acceptable ACM Cabinets fabricated and painted shall be delivered to the Tollway any day except Saturday, Sunday and legal holidays during normal working hours at the Electronic Transaction Consultants Center (ETCC) building .4640 Western Avenue, Lisle, Illinois 60532.

2.4 DESCRIPTION:

- ACM Cabinets and component parts shall be fabricated from CS TYPE B sheet steel, ASTM A1008, 14 gauge.
- Steel continuous hinges shall be used to connect the access doors to the ACM Cabinet.
- Access Door handles with key cylinders keyed to the Tollway standard key shall be purchased by the successful ACM Cabinet Supplier at Corbin Cabinet Lock (CCL).
- Access Door gaskets shall be new neoprene rubber or approved equal by the Tollway.
- Paint for ACM Cabinets shall be waterborne acrylic that meets the requirements of Section 1008 of the Standard Specifications of the Illinois Tollway Engineering department and IDOT Standard Specifications.
- All materials used to fabricate ACM Cabinets and associated components shall be new. Using previously used materials in the fabrication of ACM Cabinets and/or associated components will not be allowed.

2.5 AUTOMATIC COIN/TOLL MACHINE CABINETS (ACMs) FABRICATION:

- The Tollway will loan to the winning Vendor an existing ACM Cabinet with associated component parts that the Vendor shall use as a template and guide during fabrication. Prior to starting fabrication, the Vendor shall pickup the existing ACM Cabinet any day except Saturday, Sunday and legal holidays during normal working hours at the ETCC building, 4640 Western Avenue, Lisle, IL 60532. After fabrication is complete, return it to the Tollway at the same location any day except Saturday, Sunday and legal holidays during normal working hours.
- ACM Cabinets and components shall be fabricated using CS TYPE B sheet steel, ASTM A1008, of 14 gauge equal to the gauge of the metal used on the existing ACM Cabinet and component parts loaned to the Vendor by the Tollway.
- Full length, steel continuous hinges shall be bolted every four (4) inches to the ACM Cabinet and access doors to provide full access into the cabinet.
- The Vendor shall fabricate and paint one prototype ACM Cabinet with associated components within thirty (30) days of contract signing that will be inspected by the Tollway and must be acceptable to the Tollway before any other ACM Cabinets with associated components are fabricated. Awarded Vendor should disclose the manufacturer and model number of all components and parts used in the making of the prototype. This prototype, after acceptance by the Tollway, shall be the standard to which all other ACM Cabinets will be compared for acceptance and shall be included and paid for as one of the ACM Cabinets with associated components at the end of the Contract after it is packaged and delivered to the Tollway as specified below:
- All seams and corners on the ACM Cabinet and doors shall be continuously welded and ground smooth on both sides such that they are air and watertight. The minimum radius of all corners and seams shall be 1/8 inch (1/8").
- All holes in the ACM Cabinet shall be either, drilled or punched, and all sharp edges should be cleaned to remove all burrs. Flame cutting of holes will not be allowed. Additionally, any holes that are to have cables pass through them shall have rubber and/or plastic grommets installed to protect the cables from the holes edges after the ACM Cabinet is fully painted.
- All access doors on the ACM Cabinet shall have full, neoprene rubber or approved equal by the Tollway, gaskets to seal the openings and prevent air, dust and/or moisture from entering the cabinet. These gaskets shall be installed after the cabinets have been completely fabricated and painted.
- The Tollway will arrange for the Vendor to purchase Access Door handles with key cylinders keyed to the Tollway standard key. The Vendor shall purchase the Access Door handles with key cylinders and install them after the ACM Cabinets have been completely fabricated and painted; these charges are included with the bid price.

- ACM Cabinets shall be fabricated to the Specifications listed in Exhibit 1.
- Once the prototype is approved, the Vendor is to deliver a minimum of twenty (20) cabinets per sixty (60) day period until all ordered cabinets are delivered.
- Vendor shall warranty all ACM Cabinets and associated components delivered to the Tollway under this Contract to be free from defects in material and workmanship for a period of one (1) year from the date of Contract completion. Should any defects in material and/or workmanship become evident within this period the Vendor shall either replace or repair the defective ACM Cabinet and/or associated components as directed by the Tollway, at no additional cost to the Tollway. All costs associated with either replacing and/or repairing defective ACM Cabinets and/or associated component parts shall be borne by the Vendor.

2.6 ACM CABINET PAINTING:

- After fabrication, all interior and exterior surfaces of the ACM Cabinet and associated components (with the exception of locks, keys, etc.), shall be cleaned, shop primed, and finish coat painted in accordance with the paint manufacturer's recommendations and the applicable portions of the Illinois Department of Transportation (IDOT) Standard Specification Section 506 with waterborne acrylic paint that meets the requirements of Section 1008 of the IDOT Standard Specifications.
- The Vendor shall submit to the Tollway, finish coat paint color samples for review and color selection. The Tollway will select the finish coat, paint color to be used on the cabinets and associated components.
- After cleaning, all interior and exterior surfaces of the ACM Cabinet and associated components, they shall be painted with a coat of rust inhibiting waterborne acrylic primer that provides a minimum 3 mil dry film thickness when completely cured.
- After the primer is cured, all interior and exterior surfaces of the ACM Cabinet and associated components, shall be painted with two (2) coats of finish paint that matches the color selected by the Tollway and provides a minimum 3 mil dry film thickness when completely cured per coat for a total minimum 6 mil dry film finish paint thickness.

2.7 ACM CABINET DELIVERY:

- Completed and accepted ACM Cabinets and associated components shall be protected, packaged and delivered to the Tollway any day except Saturday, Sunday and legal holidays during normal working hours at the ETCC building, 4640 Western Avenue, Lisle, Illinois 60532.
- Any completed and accepted ACM Cabinets and associated components that are damaged during packaging and/or delivery shall be repaired and/or replaced as directed by the Tollway at no additional cost to the Tollway.
- The prototype cabinet is to be delivered within thirty (30) days of contract signing and then twenty (20) cabinets per sixty (60) day period (or earlier) until all ordered cabinets are delivered.

2.8 MEASUREMENT:

- ACM Cabinets complete with associated components will be measured per each cabinet with associated components fabricated, painted, packaged, delivered and accepted by the Tollway in accordance with these specifications.

2.9 PAYMENT:

- This work will be paid for at the contract unit price per each for ACM Cabinet with associated components (i.e. locks, keys, etc.), of the enclosure specified.

2.10 CAMERA HOODS: There are two (2) different styles of camera housings, one is square and one is oval shaped. We are looking to have metal hoods fabricated to fit over the front of the camera to reduce glare and reduce dirt accumulation. This hood is not to cover the entire camera housing. It needs to be fabricated so that it attaches to the front of the housing and extends one foot (1') past the front of the housing.

The dimensions of the circumference of the housings are as follows along with the respective length necessary for each housing type:
 Square: 8.5" high x 7.5 "wide. The length of the hood is to be twenty-three inches (23").

Oval: The circumference of the Oval housing is twenty two inches (22"). The length of the hood is to be eighteen inches (18").

The interior of the hoods shall be spray painted flat black to avoid glare. There are to be pre-drilled holes for the hood to be mounted to the housings. The awarded Vendor will pick up a sample of each camera housing to use as a template for the fit and the location of the screw holes to mount the hood.

The Vendor is required to provide pricing for hoods fabricated in two different metals: electro-galvanized (electro-plated) steel and aluminum. The Tollway will review the pricing at the bid and determine which metal is best suited for the cabinets.

As stated in Award provision: One (1) contract will be awarded to one (1) Vendor for both the Automatic Coin/Toll Machine Cabinets (ACMs) (Group 1) and the Camera Hoods (Group 2), which is the Vendor who offers the Lowest Total Bid Price proposed by a responsive and responsible bidder meeting the terms and conditions of the solicitation. However, only one item (either alternate #1 or alternate #2) from within Group 2 will be awarded based off the lowest price for within the Tollway's budgetary allowance for these materials.

A minimum of one hundred (100) Hoods per month are to be delivered until all ordered hoods are delivered.

- 2.11 **SAMPLE VIEWING, QUALITY AND CRAFTSMANSHIP:** Prior to award the Tollway will request from all Bidders the viewing of their proposed samples. These samples are expected to be of a similar product, fabrication and preferably size per the specifications described herein.
- Tollway Representative(s) will make arrangement to view the similar product(s) (cabinets or hoods) at the Bidder's designated facility or convenience site agreeable by both parties. At the mutually agreed upon date, the Bidder will be required to provide a technical fabrication sheet of the materials and hardware components that is representative their product(s) being proposed that are being viewed by the Tollway Representative(s). The sample viewing of proposed product(s) allows for the Tollway to view the quality and craftsmanship of Bidder's product and determine if the product(s) being proposed meet the specifications of the Tollway's requirements.
- After the viewing of all of the Bidder's proposed product(s), the Tollway will award based on the lowest price product that meets the specifications described herein.
- 2.12 **INVENTORY/LEAD TIME:** For ACM Cabinets and Camera hoods manufactured prior to ordering, the Vendor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any ACM Cabinets and Camera hoods listed in the Proposal, which is ordered by the Tollway within ten (10) business days after receipt of the Tollway's order.
- In lieu of the inventory, the Vendor must be able to arrange such prompt delivery. For ACM Cabinets and Camera hoods, manufactured or customized according to releases, the lead time will be mutually agreed upon between the Tollway and the Vendor.
- The repeated failures of the Vendor to meet the above stated delivery requirements may be used by the Tollway as grounds for the termination of this Contract, and may further affect the Vendor's eligibility for future Contract awards.
- The Vendor's compliance with these requirements will be determined by the Tollway, whose decision will be binding.
- 2.13 **CHANGES:** The Tollway, may from time to time, request changes in the scope of the Vendor to perform hereunder including, but not limited to any increase or decrease in compensation due to recycling benefits, diversion credit advantages, changes due to a change in any environmental laws, rules, and regulations or due to a decision relating to such laws, rules and regulations by a court or administrative body of competent jurisdiction. Such changes which are mutually agreed upon by and between the Tollway and the Vendor will be incorporated in written modifications to this contract.
- No changes, amendments, modifications, cancellations or discharges of this contract, or any part thereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents' representatives.
- Failure of the Vendor and its representatives to be familiar with all requirements of the contract documents will not relieve them from complying with all provisions thereof.
- 2.14 **MIS-SHIPMENTS / DEFECTIVE MERCHANDISE:** The Vendor will be responsible for any incorrect or damaged shipments and defective merchandise. The Vendor must make arrangements with their common carrier or company personnel to pick-up any unacceptable Camera hoods and within forty-eight (48) hours of notification.
- The Vendor must replace the incorrect, damaged or defective merchandise or issue credit within ten (10) business days of the return. If the replacement merchandise or a credit is not received within ten (10) business days, the Tollway will deduct the amount of the return from any outstanding invoice at the time of payment.
- The Tollway will not be subject to re-stocking charges due the Vendor error.
- 2.15 **MILESTONES AND DELIVERABLES:** Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.
- 2.16 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or 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 _____

Value of services performed at this location _____

Location where services will be performed _____

Value of services performed at this location _____

- 2.17 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 2.18 **ASSIGNMENT AND SUBCONTRACTING:**
- 2.18.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.
- 2.18.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.
- Will subcontractors be utilized? ☐ Yes ☐ No
- 2.18.3 Vendor shall describe below 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. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.
- | | |
|--------------------------|---------------------------|
| Subcontractor Name _____ | Amount to be paid _____ |
| Address _____ | Description of work _____ |
| Subcontractor Name _____ | Amount to be paid _____ |
| Address _____ | Description of work _____ |
- 2.18.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.
- 2.18.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.
- 2.19 **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 2.19.1 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.
- 2.19.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. 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.
- 2.19.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 2.20 **TRANSPORTATION AND DELIVERY:** Both the Automatic Coin/Toll Machine Cabinets (ACMs) and the Camera Hoods shall be delivered to: ETCC Building, Illinois Tollway, 4640 Western Avenue, Lisle, Illinois 60532.
- 2.21 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 2.21.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 2.21.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The Tollway will compensate Vendor for the initial term as follows:

- ☐ Hourly _____
- ☐ Monthly _____
- ☐ Annually _____
- ☐ Project _____
- ☒ Item _____ See Pricing Table Below

PRICING SCHEDULE

Bidders are required to bid all lines for each Group. Only one (1) fabrication item from within Group 2 will be awarded based off the lowest price for within the Tollway's budgetary allowance for these materials.

Group 1				
	Description	Estimated Quantity	Unit Price	Extended Price
Line item #1	Automatic Coin/Toll Machine Cabinets	60 Each	\$	\$
			Total Bid- Group 1	\$

Group 2				
	Description	Estimated Quantity	Unit Price	Extended Price
Alternate #1	Camera Hoods- Aluminum	535 Each	\$	\$
			Total Bid-Alternate #1	\$
Alternate #2	Camera Hoods- Electro-galvanized Steel	535 Each	\$	\$
			Total Bid-Alternate #2	\$
			Total Bid – Group 2	\$

Grand Total Bid (Group 1 & 2)	\$
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3.2 TYPE OF PRICING: Pricing under this contract is

- ☐ Firm _____
- ☐ Estimated _____

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

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The Tollway will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: _____ % discount for payment within _____ days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

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

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

Invoice# _____

Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

Send invoices to:
Illinois Tollway
Attn: Contract Administrator
P O Box 3094
Lisle, Illinois 60532-8094

3.8 **PAYMENT TERMS AND CONDITIONS:**

- 3.8.1 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 3.8.2 The Tollway will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 3.8.3 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 (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. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.
- 3.8.4 The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund.

4. STANDARD BUSINESS TERMS AND CONDITIONS

- 4.1 **AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This contract is contingent upon and subject to the availability of funds. The Tollway, 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,
 - 2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or
 - 3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 4.2 **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Tollway under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three 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 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 its records for five 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 Tollway under the contract 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 books and records.
- 4.3 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the Tollway.
- 4.4 **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.
- 4.5 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.6 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract 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 Tollway or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.7 **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 Tollway 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 Tollway may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.8 **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 property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 4.9 **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the Tollway as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the Tollway. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.9.1 **Additional Insured**
The Illinois State Toll Highway Authority shall be named "Additional Insured" for the commercial general liability and automobile liability coverage. This coverage 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.
- Proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the Tollway. Any failure by the Tollway to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.
- 4.10 **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the Tollway. All payments by the Tollway shall be made on that basis.
- 4.11 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the Tollway 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 Tollway employees to perform any work under this contract.
- 4.12 **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.
- 4.13 **BACKGROUND CHECK:** Whenever the Tollway deems it reasonably necessary for security reasons, the Tollway may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the Tollway, does not pass the background checks.
- 4.14 **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the Tollway arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The Tollway shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the Tollway does not unlawfully discriminate in employment, contracts, or any other activity.
- 4.15 **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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.16 **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only Tollway entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.17 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the 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 the contact information.
- 4.18 **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 Tollway's and the Vendor's terms, conditions and attachments, the Tollway's terms, conditions and attachments shall prevail.
- 4.19 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the Tollway, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The Tollway may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the Tollway for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the Tollway are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section and each subsection apply to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the Tollway.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the Tollway and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- 5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the Tollway may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- 5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
- 5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
- 5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).
- 5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- 5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
- 5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the Tollway or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- 5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- 5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the Tollway shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- 5.10 Vendor certifies it is not barred from having a contract with the Tollway based on violating the prohibition on providing assistance to the Tollway in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
- 5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the Tollway (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the Tollway may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

- 5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14 Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19 a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

- 5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (A), (B) or (C) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (A) and (B) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k ☐, 20f ☐, or 40f ☐.

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 A and B of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____ For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

☐ Sole Proprietorship

☐ Stock

☐ Partnership

Other (explain) _____

Name: _____

Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the Tollway of Illinois or the statutes of the Tollway of Illinois currently or in the previous 3 years. Yes ☐ No ☐
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (e) Appointive office; the holding of any appointive government office of the Tollway of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the Tollway of Illinois or the statutes of the Tollway of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the Tollway government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of Tollway or any county clerk in the Tollway of Illinois, or any political action committee registered with either the Secretary of Tollway or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of Tollway or any county clerk in the Tollway of Illinois, or any political action committee registered with either the Secretary of Tollway or the Federal Board of Elections. Yes ☐ No ☐

Section 2: Section 50-13 Conflicts of Interest (*All Vendors must complete this section*)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the Tollway agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (*All Vendors must complete this section*).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The Tollway reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (*All Vendors must complete this section*).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a Tollway contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- I. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- II. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.
A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

- ☐ There are no business operations that must be disclosed to comply with the above cited law.
- ☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of Tollway of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of Tollway of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any Tollway officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the Tollway in the event of contract award. Vendor must file this information with the Secretary of Tollway.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

7. SUPPLEMENTAL PROVISIONS

7.1 Tollway Supplemental Provisions

- ☐ Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- ☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- ☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- ☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- ☒ **PAYMENT OF TOLLS:** The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

7.2 Vendor Supplemental Provisions

7.3 Agency Supplemental Terms and Conditions

7.3.1 Order of Precedence:

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

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

7.3.2 Agents and Employees:

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

7.3.3 Publicity:

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

7.3.4 Consultation:

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

7.3.5 Third Party Beneficiaries:

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

7.3.6 Successors In Interest:

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

7.3.7 Vendor's Termination Duties:

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

- 7.3.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;
- 7.3.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;

- 7.3.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 7.3.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
- 7.3.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.
- 7.3.8 Overtime:
All work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.
- 7.3.9 Purchase of Equipment and Maintenance Assurance:
 - 7.3.9.1 Vendor shall not purchase equipment with funds received under this Contract without having obtained the Tollway/Buyer's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Vendor's performance under this Contract and having a useful life of two years or more and an acquisition cost of at least \$100. Vendor acknowledges that the Tollway/Buyer is under no obligation to give consent and that the Tollway/Buyer may, if it gives consent, subject that consent to such additional terms and conditions as the Tollway/Buyer may require. Vendor acknowledges that any equipment purchased under this provision is and shall remain the property of the Tollway/Buyer.
 - 7.3.9.2 The Tollway/Buyer reserves the right to maintain any equipment purchased under this Contract using Tollway/Buyer personnel or third party maintainers. In such case, Vendor shall provide the Tollway/Buyer or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Tollway/Buyer reserves the right to return to Vendor's maintenance following written certification by Vendor that the equipment is eligible for Vendor's maintenance. Vendor's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Vendor's maintenance shall apply. Exercise of these rights by the Tollway/Buyer shall be without penalty or sanction by Vendor.
 - 7.3.9.3 If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Tollway/Buyer at no cost adequate documentation and access to specialized or proprietary tools to allow the Tollway/Buyer or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another Vendor and at a price acceptable to the Tollway/Buyer.
- 7.3.10 Use Of Third Parties:
 - 7.3.10.1 The Tollway/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract as further described in Section 2. However, all subcontracts shall be subject to prior approval by the Tollway/Buyer, so the Vendor must obtain the Tollway/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.
 - 7.3.10.2 A Vendor who obtains the Tollway/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Tollway/Buyer for review and approval as required by law. The Tollway/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause. The Tollway/Buyer shall not be required to deal directly with subcontractors.
- 7.3.11 Use Of Work Product:
Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:
 - 7.3.11.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the Tollway/Buyer, including any patent, copyright or other intellectual property rights;
 - 7.3.11.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;
 - 7.3.11.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Tollway/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;
 - 7.3.11.4 Tollway/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.
 - 7.3.11.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

7.3.11.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Tollway/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

7.3.11.7 Vendor grants to the Tollway/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

7.3.12 Venue

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

7.3.13 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".

7.3.14 The second sentence in paragraph 3.8.1 is inapplicable to the Tollway and is therefore deleted.

7.3.15 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences in above paragraph 3.8.2 are deleted.

7.3.16 The Tollway is not currently an appropriated agency. Therefore, above paragraph 4.1(2) are deleted.

EXHIBIT 1
AUTOMATIC COIN MACHINE CABINETS (ACMs)
FABRICATION DIMENSIONS

Table 1

Automatic Coin/Toll Machine (ACMs) Cabinets shall be fabricated to the tolerances listed in Table 1 below.

Description	Tolerance
Overall Height 68"	Plus or Minus 1/16 (1/16") inch from accepted prototype
Overall Width 30"	Plus or Minus 1/16 inch (1/16") from accepted prototype
Overall Depth 24" (excluding basket)	Plus or Minus 1/16 inch (1/16") from accepted prototype
All Inside Dimensions	Plus 1/16 inch (1/16") Minus 0 inch from accepted prototype
Sides Parallel to each other	Within 1/16 inch (1/16") at the far end of the longest side
Top and Bottom Square to Sides	Add 90 degrees plus or minus (+/-) one (1) degree (1") within 1/16 inch (1/16") at the far end of the longest member (Top, Bottom or Side)
All Door Dimensions: Top Door - 26"W x 34 7/8"H, Bottom Door - 26"W x 29 5/8"H	Plus or Minus (+/-) .020 from accepted prototype
Hole Locations	Plus or Minus (+/-) .010 from accepted prototype
Hole Diameters	Plus or Minus (+/-) .010 from accepted prototype
Acceptable variance from plum for any side when placed on a flat level surface	No more than 1/16 inch (1/16") in a distance equal to the overall height
Acceptable variance from level when placed on a flat level surface	No more than 1/16 inch (1/16") over a distance of 2 feet (2') in any direction

