RESOLUTION NO. 21891

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Building Glass Repair Services. Pursuant to the Tollway's Invitation for Bid No. 18-0015, the Tollway has determined that Chicago Metro Construction, d.b.a. Arlington Glass & Mirror Co., is the lowest responsive and responsible bidder for Building Glass Repair Services for an upper limit of compensation not to exceed \$180,964.00 for an initial two-year term and a possible two-year renewal term in an amount not to exceed \$180,964.00.

Resolution

The bid from Chicago Metro Construction, d.b.a. Arlington Glass & Mirror Co., for the purchase of Building Glass Repair Services is accepted. Contract No. 18-0015 is approved in an amount not to exceed \$180,964.00 for an initial two-year term and a possible two-year renewal term in an amount not to exceed \$180,964.00. As may be necessary, the Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

STATE OF ILLINOIS CONTRACT

Illinois Tollway
Building Glass Repair Services
Contract #18-0015

VENDOR

Vendor Name: Chicago Metro Construction, Inc. d/b/a Arlington Glass & Mirror Co.	Address: 4547 N Milwaukee Ave Chicago, IL 60630
Signature:	Phone: (773) 283-0737
Printed Name: Thomas O'Keefe	Fax: (773) 283-0755
Title: Service Manager	Email: tokeefe@arlingtonglass.com
Date: 07/24/2019	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/795-7908
City, State ZIP: Downers Grove, IL 60515	_
Official Signature:	Date: 2/2 4/28
Printed Name: José R. Alvarez	70 700
Official's Title: Executive Director	
Approved Legal Signature:	Date: 2-21-1021
Legal Printed Name: Kalant Column	
Legal's Title: Assistant Attorney General	
Procurement Signature:	Date: 2/24/21
Procurement Printed Name: John Donato	70.70.0
Procurement's Title: Chief of Procurement	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

BidBuy Requisition Reference #: 19-557THA-OPERA-R-13785 Project Title: : Building Glass Repair Services Contract #: 18-0015 Procurement Method (IFB, RFP, Small Purchase, etc.): IFB BidBuy Bid Reference #: 19-557THA-OPERA-B-8642 BidBuy Bid Publication Date: As published in BidBuy Award Code: A Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No Funding Source: Obligation #: Small Business Set-Aside?

☐ Yes ☐ No Percentage: Minority Owned Business? Yes No Percentage: Women Owned Business? Yes No Percentage: Persons with Disabilities Owned Business? Yes No Percentage: Veteran Owned Small Business? Yes No Percentage:

Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL: The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. The Illinois Tollway is looking for vendors who share that commitment and will help meet that goal.
- 1.2. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway is seeking a Vendor to provide building glass and building glass repair services at various Illinois Tollway locations, which have been divided into four (4) Zones (reference Attachment A Repair Locations by Zone).
 - 1.2.1. Services Required: The Vendor(s) shall provide all labor, supervision, equipment, tools, materials, and incidentals necessary to furnish building glass and building glass repair services. The Tollway's Carpenter shop shall contact the Vendor by phone and/or email when a building glass requires repair. All equipment, materials, and installation work shall comply with Illinois Occupational Safety and Health Administration (OSHA) standards and relevant state and municipality building codes.
 - 1.2.2. <u>Commodity Specifications:</u> The Vendor shall provide the following:
 - 1/4" clear tempered safety glass
 - 3/8" clear tempered safety glass
 - 1" clear tempered insulated glass
 - 1/4" green tempered safety glass.
 - Insulated glass 5/8" through 1"
 - Tempered laminated glass 5/8" through 1"
 - Low emissivity (low e) glass 5/8" through 1"
 - 1.2.3. Quantities: It shall be expressly understood by the bidder that the estimated bid quantities specified in the contract documents are for the purpose of determining the lowest bid and to establish unit prices. The Tollway may, over the term of the Contract, place orders for more or fewer than the estimated quantities stated. The Tollway does not guarantee that any minimum number of quantities shall be ordered from the Vendor. Materials furnished under this contract shall be delivered in multiple deliveries as determined by the needs of the Illinois Tollway. The estimated quantities of this contract shall be based on a period of two (2) years; prices shall remain firm for the term of the contract.
 - 1.2.4. Hourly Rates: The awarded contract shall be a time and materials contract. Regular hourly rates shall include the period from 8:00 a.m. to 5:00 p.m. CDT, Monday through Friday. Emergency hourly rates shall include all other hours not

defined above, including overnight, weekend, and holiday hours. Emergency rates shall be invoiced at one and one-half times the hourly rate. Rates begin at the time the Vendor arrives at the Illinois Tollway's worksite and ends when the Vendor departs from the Illinois Tollway's work-site.

1.2.5. Glass Repair Estimates: After the Vendor's inspection of the building glass damage, if the cost of the repair should exceed \$1,000.00, the Vendor shall submit an itemized quote including the required material and the cost of such repair prior to any replacement or repair being made.

The Vendor shall not proceed with repairs that exceed \$1,000 until authorized in writing by the Illinois Tollway's Carpenter Shop Manager. All quotes shall be delivered or faxed as follows:

Carpenter Shop Manager 3460 Finley Road Downers Grove, Illinois 60615 Telephone: 630/241-6800 Extension 3220 Fax: 630/963-6815

- 1.2.6. <u>Safety:</u> The Vendor and its suppliers shall perform the services in a safe and responsible manner. In the performance of scope of work, the vendor shall shield all interior areas near the work area as required to protect Tollway personnel and property. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements of the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.
- 1.2.7. Related Performance Standards: All material used shall match existing materials identified above or as found. All equipment, materials, and installation work shall comply with the above specifications, the Illinois Occupational Safety and Health Administration (OSHA) standards and relevant Illinois Building Codes.
- 1.2.8. <u>Standards of Performance</u>: The Vendor shall perform, or cause to be performed, all work required of it under the terms and conditions of the Contract with that degree of skill, care and diligence normally exercised by an experienced vendor performing work in projects of a scope and magnitude comparable to this project. The Vendor shall use reasonable efforts to assure timely and satisfactory completion of the work. The Vendor shall at all times act in the best interest of the Tollway. The Vendor shall perform or cause to be performed, all work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Tollway.

- 1.2.9. Protection of Property: The Vendor shall conduct the work so as not to interfere with or hinder the daily activity within or around the designated work area that is established by the Tollway. If in the event, any damages (replacement, repairs) to existing property occur, the Vendor and/or its subcontractor is solely responsible for any expenses. Any scope of work that could impact personnel and/or property inside the building shall be scheduled and performed during off peak hours. Building operating personnel shall be consulted whenever conditions might be affected. Peak hours are considered Monday through Friday, 8:00 am to 4:00 pm.
- 1.2.10. Clean Up: The Vendor shall, during the process of the work, remove and dispose of all materials and debris and keep the work site and adjacent premises in a clean condition satisfactory to the Tollway. Upon completion of work, the Vendor shall remove all materials, tools and machinery and restore the site to the same condition that existed prior to the commencement of its operation.
- 1.2.11. Additional Insurance Requirements: In addition to the requirements outlined in Section 4.11, Vendor shall also maintain:

<u>Installation Floater Liability:</u> Limit of liability of not less than \$50,000. Coverage shall include any loss to property while in storage, both off-site and on-site; any loss while in transit; any loss at the work site; and coverage for hoisting and rigging. Covering all materials, fixtures, equipment, and supplies provided under this contract.

Vendor's policy shall be on an "all-risk" basis.

The Installation Floater policy shall be maintained for the duration of the contract. The Illinois Tollway shall be included as a loss payee as its interest may appear. Any deductibles or co-insurance shall be the responsibility of the Vendor

Per Section A.9, "If the Bidder submits its Bid entirely via BidBuy, the Bidder must complete, sign, and upload all required documents..." Failure to attach these documents to the Bid shall render the bid non-responsive. Please refer to Section A.9 for a complete bulleted listing.

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

1.3. MILESTONES AND DELIVERABLES: The work shall be performed at the specified locations listed within twenty-four (24) hours after notification from the Illinois Tollway. Each work

order ticket shall bear the signature of the authorized Illinois Tollway representative at the location attesting to the arrival and departure time, and actual repairs received. The Vendor shall provide the Illinois Tollway with a telephone number or list of telephone numbers for emergency call-outs to cover twenty-four (24) hours a day, seven (7) days per week, including weekends and holidays.

1.4. VENDOR / STAFF SPECIFICATIONS: N/A

Subcontractors are allowed.

1.5. TRANSPORTATION AND DELIVERY: Delivery shall be FOB (Freight on Board) destination to the Illinois Tollway's repair location as listed in the zone(s) below (see Attachment A), Monday through Friday, except State holidays, between 8:00 a.m. and 2:00 p.m. CDT. The Vendor shall present priced packing slips with each delivery. Packing slips shall detail a list of items by part number, description, quantity, and unit prices

1.6. SUBCONTRACTING

1.6.1. Will subcontractors be utilized? Yes X No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.
 - Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

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

If yes is checked, then the Vendor certifies:

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

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

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

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

Location where services will be performed: United States of America, State of Illinois.

Value of services performed at this location: See Section 2 for pricing

Location where services will be performed: United States of America, State of Illinois.

Value of services performed at this location: See Section 2 for pricing

PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Pricing shall be submitted in the following format: The contract shall be separated into four (4) proximity zones. Bidders are not required to bid on all zones to be considered responsive. Bidders may bid on one (1), all, or any combination of proximity zones, but shall bid on all line items in both tables within a zone to be considered responsive. Award shall be made by zone to the lowest responsive bidder. The estimated quantities of this contract shall be based on a period of two (2) years; prices shall remain firm for the term of the contract.

Per Section A.9, "If the Bidder submits its Bid entirely via BidBuy, the Bidder must complete, sign, and upload all required documents..." Failure to attach these documents to the Bid shall render the bid non-responsive. Please refer to Section A.9 for a complete bulleted listing.

Zone 1 (Please See Attachment A for Repair Zone Locations)
Table A – Glass Pricing

item	Description	Units	Estimated Quantities	Unit Price	Extension (Estimated Quantities x Unit Price)
1	1/2" Clear Tempered Safety Glass	SF	22	\$ 8.00	\$ 176.00
2	3/8" Clear Tempered Safety Glass	SF	15	\$ 14.00	\$ 210.00
3	1" Clear Tempered Insulated Glass	SF	15	\$ 16.00	\$ 240.00
4	1/4" Green Tempered Safety Glass	SF	15	\$ 9.00	\$ 135.00
5	Insulated Glass 5/8" through 1" (UNIT PRICE IS FOR CLEAR ANNEALED)	SF	112	\$ 10.00	\$ 1,120.00
6	Tempered laminated glass 5/8" through 1" (UNIT PRICE IS FOR INSULATED UNIT)	SF	112	\$ 18.00	\$ 2,016.00
7	Low emissivity (low e) glass 5/8" through 1" (UNIT PRICE IS FOR INSULATED UNIT)	SF	112	\$ 22.00	\$ 2,464.00
			Total Z	one 1 – Table A:	\$ 6,361.00

Zone 1
Table B – Hourly Rate Schedule

Vendor shall provide hourly rates below to be considered responsive. The Illinois Tollway reserves the right to reject a Vendor's bid if its hourly rates are found to be unreasonably inflated.

Description	Time	Estimated Hours	Hourly Rate	Total Hourly Rate (Estimated Hours x Hourly Rate)
Monday through Friday	8:00 AM - 5:00 PM CDT	90	\$ 150.00	\$ 13,500.00
Monday through Friday Emergency Services	5:01 PM - 7:59 AM CDT	36	\$ 235.00	\$ 8,460.00
Saturday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00

Sunday and Holiday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00
Are the Above Rates Subject to a Mini Amount?	mum Dollar	Yes X	No	
If Yes, the Minimum Dollar Amount is:		\$600.00 M-F 8am - 5pm	\$940.00 All Other	
		Total Zo	ne 1 – Table B:	\$ 38.880.00

Total Zone 1 – Table A:	\$ 6,361.00	***************************************
Total Zone 1 – Table B:	\$ 38,880.00	
Total Zone 1:	\$ 45,241.00	

Zone 2 Table A – Glass Pricing

Item	Description	Units	Estimated Quantities	Unit Price	Extension (Estimated Quantities x Unit Price)
1	1/4" Clear Tempered Safety Glass	SF	22	\$ 8.00	\$ 176.00
2	3/8" Clear Tempered Safety Glass	SF	15	\$ 14.00	\$ 210.00
3	1" Clear Tempered Insulated Glass	SF	15	\$ 16.00	\$ 240.00
4	¼" Green Tempered Safety Glass	SF	15	\$ 9.00	\$ 135.00
5	Insulated Glass 5/8" through 1" (CLEAR ANNEALED)	SF	112	\$ 10.00	\$ 1,120.00
6	Tempered laminated glass 5/8" through 1" (UNIT PRICE IS FOR INSULATED UNIT)	SF	112	\$ 18.00	\$ 2,016.00
7	Low emissivity (low e) glass 5/8" through 1" (UNIT PRICE IS FOR INSULATED UNIT)	SF	112	\$ 22.00	\$ 2,464.00
		\$ 6,361.00			

Zone 2 Table B – Hourly Rate Schedule

Vendor shall provide hourly rates below to be considered responsive. The Illinois Tollway reserves the right to reject a Vendor's bid if its hourly rates are found to be unreasonably inflated.

Description	Time	Estimated Hours	Hourly Rate	Total Hourly Rate (Estimated Hours x Hourly Rate)
Monday through Friday	8:00 AM - 5:00 PM CDT	90	\$ 150.00	\$ 13,500.00
Monday through Friday Emergency Services	5:01 PM - 7:59 AM CDT	36	\$ 235.00	\$ 8,460.00
Saturday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00
Sunday and Holiday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00
Are the Above Rates Subject to a Minir	mum Dollar Amount?	X Yes	No	
If Yes, the Minimum Dollar Amount is:		\$ \$600.00 M-F 8am 5pm	\$940.00 All Other	
			I Zone 2 – Table B:	\$ 38,880.00

Total Zone 2 – Table A:	\$ 6,361.00
Total Zone 2 – Table B:	\$ 38,880.00
Total Zone 2:	\$ 45,241.00

Zone 3 Table A – Glass Pricing

ltem	Description	Units	Estimated Quantities	Unit Price	Extension (Estimated Quantities x Unit Price)
1	1/4" Clear Tempered Safety Glass	SF	22	\$ 8.00	\$ 176.00
2	3/8" Clear Tempered Safety Glass	SF	15	\$ 14.00	\$ 210.00
3	1" Clear Tempered Insulated Glass	SF	15	\$ 16.00	\$ 240.00
4	¼" Green Tempered Safety Glass	SF	15	\$ 9.00	\$ 135.00
5	Insulated Glass 5/8" through 1" (CLEAR ANNEALED) SF	112	\$ 10.00	\$ 1,120.00
6	Tempered laminated glass 5/8" through 1" (UNIT PRICE IS FOR INSULATED UNIT)	SF	112	\$ 18.00	\$ 2,016.00
7	Low emissivity (low e) glass 5/8" through 1" (unit price is for insulated unit)	SF	112	\$ 22.00	\$ 2,464.00
			Total 2	one 3 – Table A:	\$ 6,361.00

Zone 3 Table B – Hourly Rate Schedule

Vendor shall provide hourly rates below to be considered responsive. The Illinois Tollway reserves the right to reject a Vendor's bid if its hourly rates are found to be unreasonably inflated.

Description	Time	Estimated Hours	Hourly Rate	Total Hourly Rate (Estimated Hours x Hourly Rate)
Monday through Friday	8:00 AM – 5:00 PM CDT	90	\$ 150.00	\$ 13,500.00
Monday through Friday Emergency Services	5:01 PM - 7:59 AM CDT	36	\$ 235.00	\$ 8,460.00
Saturday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00
Sunday and Holiday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00
Are the Above Rates Subject to a Minin	num Dollar Amount?	X Yes	No	
If Yes, the Minimum Dollar Amount is:		\$ \$600.00 M-F 8am - 5pm	\$940.00 All Other	
			Zone 3 - Table B:	\$ 38,880.00

Total Zone 3 – Table A:	\$ 6,361.00
Total Zone 3 – Table B:	\$ 38,880.00
Total Zone 3:	\$ 45,241.00

Zone 4 Table A – Glass Pricing

Item	Description	Units	Estimated Quantities	Ur	nit Price	THE R. P. LEWIS CO., LANSING, MICH.	ension (Estimated ntities x Unit Price)
1	1/4" Clear Tempered Safety Glass	SF	22	\$	8.00	\$	176.00
2	3/8" Clear Tempered Safety Glass	SF	15	\$	14.00	\$	210.00
3	1" Clear Tempered Insulated Glass	SF	15	\$	16.00	\$	240.00
4	1/4" Green Tempered Safety Glass	SF	15	\$	9.00	\$	135.00
5	Insulated Glass 5/8" through 1"	SF	112	\$	10.00	\$	1,120.00
6	Tempered laminated glass 5/8" through 1"	SF	112	\$	18.00	\$	2,016.00

7	Low emissivity (low e) glass 5/8" through 1"	SF	112	\$	22.00	\$ 2,464.00
			Total	Zone	4 – Table A:	\$ 6,361.00

Zone 4 Table B – Hourly Rate Schedule

Vendor shall provide hourly rates below to be considered responsive. The Illinois Tollway reserves the right to reject a Vendor's bid if its hourly rates are found to be unreasonably inflated.

Description	Time	Estimated Hours	Hourly Rate	Total Hourly Rate (Estimated Hours x Hourly Rate)
Monday through Friday	8:00 AM – 5:00 PM CDT	90	\$ 150.00	\$ 13,500.00
Monday through Friday Emergency Services	5:01 PM 7:59 AM CDT	36	\$ 235.00	\$ 8,460.00
Saturday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00
Sunday and Holiday Emergency Services	All Day	36	\$ 235.00	\$ 8,460.00
Are the Above Rates Subject to a Minin	num Dollar Amount?	X Yes	No	
If Yes, the Minimum Dollar Amount is:		\$ \$600.00 M-F 8am - 5pm	\$940.00 All Other	
		Tota	I Zone 4 – Table B:	\$ 38,880.00

Total Zone 4 – Table A:	\$ 6,361.00	
Total Zone 4 – Table B:	\$ 38,880.00	
Total Zone 4:	\$ 45,241.00	

- 2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its initial term is estimated at \$180,964.00. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.
- 2.3 EXPENSES ALLOWED: Expenses are not allowed as follows: N/A.
- **2.4 DISCOUNT:** The State may receive a 0% discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.
- **2.5 VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
 - 2.5.1. Vendor's Price for the Initial Term: 180,964.00
 - For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.
 - If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

- 2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
 - 2.5.2.1. Vendor's Price for Renewal(s): Refer to Section 2.5.2 above.
- **2.6 MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$217,156.80 during the initial term without a formal amendment.

3 TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT: This contract has an initial term of 2 years anticipated as 3/01/2020 to 2/28/2022. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.
 - 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
 - 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

- 3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
- 3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
- 3.2.3. The State reserves the right to renew for a total of two (2) years renewal option in any one of the following manners:
 - 3.2.3.1 One renewal covering the entire renewal allowance;
 - 3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or
 - 3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.
- 3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

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

inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

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

(a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

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

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

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

16

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

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

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

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

Send invoices to:

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

See attached BidBuy Purchase Order

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

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

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

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

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

- 4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Toll Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. . In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE: The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall

be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

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

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

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

- 4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

- 4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

- 4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

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

- 4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- **4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain exoffenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS Illinois Tollway Definitions Required Federal Clauses, Certifications and Assurances Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4. Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60. Tollway Specific Terms and Conditions Other (describe) 5.1 **TOLLWAY SUPPLEMENTAL PROVISIONS:** Definitions Required Federal Clauses, Certifications and Assurances ARRA Requirements (American Recovery and Reinvestment Act of 2009) Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4) Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60) Prevailing Wage (all printing contracts) (30 ILCS 500/25-60) BEP Subcontracting Requirements (Utilization Plan and Letter of Intent) X PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency. 5.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS: 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 Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon

5.2.2 Agents and Employees:

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

5.2.3 Publicity:

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

5.2.4 Consultation:

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

5.2.5 Third Party Beneficiaries:

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

5.2.6 Successors in Interest:

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

5.2.7 Vendor's Termination Duties:

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

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

5.2.8. Inspector General:

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

or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

5.3 OVERTIME:

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

5.4 VENUE AND ILLINOIS LAW:

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

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

5.5 REPORT OF A CHANGE IN CIRCUMSTANCES:

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

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

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

STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety 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 subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies 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 Certification form provided by the State.

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 State 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.

- 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 State may void the contract, and
 - the Vendor and it 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.

- Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
- Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- 4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided 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 who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State
 of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS
 500/50-5.
- 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.
- 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 State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
- 11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false 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 500/50-11, 50-60.
- 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 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.
- 14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor 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.
- Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

- 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.
- 17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 18. 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.
- 19. 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/University grants an exception. 30 ILCS 565.
- 20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it 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.
- 21. 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 United States. Department of Commerce. 30 ILCS 582.
- 22. 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.
- 23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 24. 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.
- Vendor 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.
- 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 of any child under the age of 12. 30 ILCS 584.
- 27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

- 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.
- 29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract 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.
- 30. 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.

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 with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.
- 31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
- 33. Vendor certifies that, for the duration of this contract it:
 - will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

CONSENT OF SOLE DIRECTOR AND SHAREHOLDER OF CHICAGO METRO CONSTRUCTION, INC. D/B/A ARLINGTON GLASS & MIRROR CO.

The undersigned, being the sole director and shareholder of Chicago Metro Construction, Inc., an Illinois corporation, d/b/a Arlington Glass & Mirror Co. ("Corporation"), does hereby take the following action by written consent pursuant to the provisions of the Illinois Business Corporation Act:

RESOLVED, that these resolutions supersede all previously dated resolutions as they may relate to any individual's authority to enter into contracts on behalf of the Corporation;

RESOLVED, that any previously granted authority to execute, acknowledge and/or deliver any and all documents or certificates is hereby revoked;

RESOLVED, that the following individuals are hereby authorized to enter into contracts on behalf of the Corporation and execute, acknowledge and deliver any and all documents or certificates as may be necessary or otherwise appropriate to fulfill the purpose and intent of these Resolutions, including without limitation, bids and proposals:

Aleksander Peric, President

Keri Gelsosomo, Vice President

Thomas O'Keefe, Service Manager

RESOLVED, that any and all acts that would have been authorized by these Resolutions, notwithstanding that such acts were taken prior to the adoption of these Resolutions, are hereby ratified, confirmed, approved and adopted.

RESOLVED, that these Resolutions shall continue in full force and effect and may be relied upon by parties contracting with the Corporation and institutions holding the Corporation's accounts.

IN WITNESS WHEREOF, the undersigned, being the sole director and shareholder of the Corporation entitled to vote thereon, has executed these Resolutions and directed that they be placed with the records of the Corporation effective this 17th day of January, 2019.

SOLE DIRECTOR AND SHAREHOLDER:

Aleksander Penc, Being the sole director and shareholder of Chicago Metro Construction, Inc. d/b/a Arlington Glass & Mirror Co.

ATTACHMENT A REPAIR LOCATIONS BY ZONE

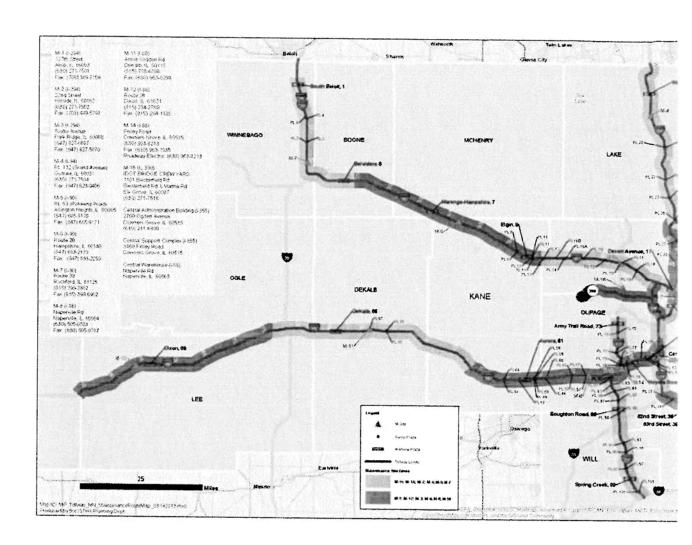
ZONE 1					
Site	LOCATION	MILEPOST	INTERSTATE	CITY, STATE	
PLZ-47	HALSTED STREET	MILEPOST 3.0	1-294	EAST HAZELCREST, ILLINOIS	
PLZ-41	163TH STREET	MILEPOST 5.5	1-294	MARKHAM, ILLINOIS	
M-01	127TH STREET	MILEPOST 12.5	1-294	ALSIP, ILLINOIS	
PLZ-36	82 ND STREET	MILEPOST 20.0	1-294	JUSTICE, ILLINOIS	
PLZ-39	83 RD STREET (MAINLINE)	MILEPOST 20.0	1-294	JUSTICE, ILLINOIS	
PLZ-37	INTERSTATE 55	MILEPOST 24.5	1-294	WESTERN SPRINGS, ILLINOIS	
M-02	22ND STREET	MILEPOST 30.0	1-294	HILLSIDE, ILLINOIS	
PLZ-35	CERMAK ROAD (MAINLINE)	MILEPOST 30.0	1-294	HILLSIDE, ILLINOIS	
PLZ-43	INTERSTATE 80 WESTBOUND	MILEPOST 5.0 SPUR	1-80	HAZELCREST, ILLINOIS	
PLZ-45	INTERSTATE 80 EASTBOUND	MILEPOST 5.0 SPUR	1-80	HAZELCREST, ILLINOIS	

SITE	LOCATION	MILEPOST	INTERSTATE	CITY, STATE
PLZ-33	IRVING PARK RD (MAINLINE)	MILEPOST 39.0	1-294	SCHILLER PARK, ILLINOIS
PLZ-29	TOUHY AVENUE (MAINLINE)	MILEPOST 41.5	1-294	PARK RIDGE, ILLINOIS
M-03	TOUHY AVENUE	MILEPOST 42.0	1-294	PARK RIDGE, ILLINOIS
PLZ-24	EDEN'S SPUR	MILEPOST 53.5	1-94	DEERFIELD, ILLINOIS
M-04	RT. 132 (GRAND AVENUE)	MILEPOST 69.5	1-94	GURNEE, ILLINOIS
PLZ-21	WAUKEGAN (MAINLINE)	MILEPOST 73.5	1-94	WADSWORTH, ILLINOIS
PLZ-19	RIVER ROAD (MAINLINE)	MILEPOST 0.5	1-90	PARK RIDGE, ILLINOIS
PLZ-17	DEVON AVENUE (MAINLINE)	MILEPOST 1.5	1-90	DES PLAINES, ILLINOIS
M-05	ROUTE 53 (ROHLWING ROAD)	MILEPOST 11.0	1-90	ARLINGTON HEIGHTS, ILLINOIS
PLZ-15	POLICE	MILEPOST 10.6	1-90	ARLINGTON HEIGHTS, ILLINOIS
PLZ-26	A/B LAKE COOK	MILEPOST 54	1-294	DEERFIELD, ILLINOIS
PLZ-31	O'HARE WEST	MILEPOST 41	1-294	ROSEMONT, ILLINOIS
PLZ-32	O'HARE EAST	MILEPOST 40	1-294	ROSEMONT, ILLINOIS
PLZ-27	WILLOW ROAD	MILEPOST 49.0	1-294	NORTHBROOK, ILLINOIS

ZONE 3				
Site	LOCATION	MILEPOST	INTERSTATE	CITY, STATE
PLZ-51	YORK ROAD (MAINLINE)	MILEPOST 138	1-88	OAK BROOK, ILLINOIS
M-08	Naperville Road	MILEPOST 127.5	1-88	NAPERVILLE, ILLINOIS
C.W.	NAPERVILLE ROAD	MILEPOST 127.5	1-88	NAPERVILLE, ILLINOIS
C.S.S.	NAPERVILLE ROAD	MILEPOST 127.5	1-88	NAPERVILLE, ILLINOIS
Ptz-61	AURORA (MAINLINE)	MILEPOST 117.5	1-88	AURORA, ILLINOIS
C.A.	2700 OGDEN AVENUE	N/A	1-355	Downers Grove, Illinois
M-14	3450 FINLEY ROAD	MILEPOST 21.9	1-355	Downers Grove, Illinois
C.S.C.	3460 FINLEY ROAD	MILEPOST 21.9	1-355	Downers Grove, Illinois
PLZ-73	ARMY TRAIL ROAD (MAINLINE)	MILEPOST 29.8	1-355	Addison, Illinois
PLZ-75	A/B NORTH AVENUE	MILEPOST 28	1-355	LOMBARD, ILLINOIS
Pız-61	ANNEX AURORA	MILEPOST 117.5	1-88	NORTH AURORA, ILLINOIS
PLZ-63	ROUTE 31	MILEPOST 117	1-88	North Aurora, Illinois
Ptz-52	MEYERS ROAD	MILEPOST 135	1-88	OAKBROOK, ILLINOIS
HELIPORT	2700 OGDEN AVENUE			DOWNERS GROVE, ILLINOIS
PLZ-89	ANNEX BOUGHTON ROAD	MILEPOST 14.4	1-355	BOLINGBROOK, ILLINOIS
PLZ-99	ANNEX SPRING ROAD	MILEPOST 3.5	1-355	LOCKPORT, ILLINOIS
M-16	BIESTERFIELD ROAD & MARTHA ROAD	MILEPOST 5.9	1-290	ELK GROVE VILLAGE, ILLINOIS

Zone 4					
SITE	LOCATION	MILEPOST	INTERSTATE	CITY, STATE	
M-11	ANNIE GLIDDEN ROAD	MILEPOST 91.5	1-88	DEKALB, ILLINOIS	
PLZ-67	ANNIE GLIDDEN ROAD	MILEPOST 91.5	1-88	DEKALB, ILLINOIS	
M-12	ROUTE 26	MILEPOST 54.0	1-88	Dixon, Illinois	
PLZ-69	ROUTE, 26	MILEPOST 54.0	1-88	DIXON, ILLINOIS	
PLZ-09	ELGIN (MAINLINE)	MILEPOST 25.0	1-90	ELGIN, ILLINOIS	
M-06	ROUTE 20	MILEPOST 36.5	1-90	HAMPSHIRE, ILLINOIS	
PLZ-07	MARENGO (MAINLINE)	MILEPOST 41.0	1-90	MARENGO, ILLINOIS	
PLZ-05	BELVIDERE ROAD (MAINLINE)	MILEPOST 55.5	1-90	BELVIDERE, ILLINOIS	
M-07	ROUTE 20	MILEPOST 63.5	1-90	ROCKFORD, ILLINOIS	
PLZ-01	SOUTH BELOIT (MAINLINE)	MILEPOST 75.5	1-90	SOUTH BELOIT, ILLINOIS	
PLZ-65	PEACE ROAD	MILEPOST 94	1-88	CORTLAND, ILLINOIS	
PLZ-66	ANNIE GLIDDEN ROAD	MILEPOST 93	1-88	DEKALB, ILLINOIS	

ATTACHMENT B MAP of REPAIR LOCATIONS BY ZONE



State of Illinois IFB Contract: State Supplemental Provisions V.18.3

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #:

19-557THA-OPERA-B-8642

Procurement/Contract #:

18-0015

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: IPG-20112841

IPG Expiration Date: 06/25/2020

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). \square Yes \square No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. \square Yes \bowtie No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract:

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

4.	Disclosure	of	Current	and	Pending	Contracts
----	------------	----	---------	-----	---------	-----------

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Chicago Metro Construction, Inc., d/b/a Arlington Glass & Mirror Co. Phone: 773-283-0737

Street Address: 4547 N Milwaukee Ave Email: tokeefe@arlingtonglass.com

City, State, Zip: Chicago, IL 60630 Vendor Contact: Tom O'Keefe

Signature: _____ Date: 07/24/2019

Printed Name: Tom O'Keefe

Title: Service Manager

STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name:

$Business\ Name:\ Chicago\ Metro\ Construction,\ Inc.,\ d/b/a\ Arlington\ Glass\ \&\ Mirror\ Co.$
Taxpayer Identification Number:
Social Security Number:
or

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	Limited Liability Company
medical and/or health care services	(select applicable tax classification)
Corporation NOT providing or billing	C = corporation
medical and/or health care services	P = partnership
Signature of Authorized Representative:	

Date: July 24, 2019

A - B. Business Information & Additional Information Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co

Vendor Registration	
FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	6/25/2019
STATUS	Accepted
BUSINESS NAME	Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co
POINT OF CONTACT	Bruno Bellissimo
FLAG FORM	

A. Business Information		
	Prime Contractor and Subcontractor- All Forms A-I must be completed.	pu
2. NAME OF CEO/BUSINESS OWNER	Aleksander Peric	
3. ANNUAL SALES/GROSS RECEIPTS	9,900,000.00	747
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	01/15/2010)W
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	TAL
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Bruno Bellissimo	18
CONTACT PERSON TITLE	Controller	
CONTACT PERSON PHONE	773-283-0737	
CONTACT PERSON EMAIL	bruno@arlingtonglass.com	

B. Additional Information		
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Small Business Administration (SBA)	- A

Additional Information

C. Small Business Set-Aside Program

Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co

Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	6/25/2019
STATUS	Accepted
BUSINESS NAME	Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co
POINT OF CONTACT	Bruno Bellissimo
FLAG FORM	

	riogiam		
1. WOULD YOU LIKE TO APPLY/RE- QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	Yes - My business is NOT currently registered in this program and I would like to apply Construction		
	Document	Status	
	Required tax documents	Attached by Bruno	
	Federal and State 1120s page 1 (PDF, 93.42 KB)	Bellissimo on 6/18/2019	

Additional Information STAFF ATTACHED FILE(S)

D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co

endor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	6/25/2019
STATUS	Accepted
BUSINESS NAME	Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co
POINT OF CONTACT	Bruno Bellissimo
FLAG FORM	

D. Department of Human Ri	ghts (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	34	72
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year.	N

E. Authorized to do Busines	s in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	78

Additional Information		
STAFF ATTACHED FILE(S)	Document	Status
	CHICAGO METRO CONSTRUCTION INC. IDHR Confirmation Letter.pdf	PDF, 138.09 KB
		Delete Edit
		Info
		Attached by
		Illinois Support
		User on
		6/26/2019

F - G. Certifications & Board of Elections

Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co

Vendor Registration	
FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/25/2019
STATUS	Accepted
BUSINESS NAME	Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co
POINT OF CONTACT	Bruno Bellissimo
FLAG FORM	

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

130

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

YW

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5

1

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE 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. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

18

Yes

6. 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. 30 ILCS 500/50-10.5

Yes 7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR TU THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60 Yes 8. 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 Yes 9. 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 Yes 10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM TE BIDDING ON A STATE CONTRACT, NOR 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 Yes 11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" 130 PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30 Yes 12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST 12 IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE, 30 ILCS 500/50-38 Yes 13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A TEL PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT.30 ILCS 500/50-38 Yes 14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY TU 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 15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE TU PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES, 30 ILCS 517 Yes 16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE 12 PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING, 30 ILCS 565

7 15 1/5

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

E

Yes

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580					
Yes					
19. 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 UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582	No.				
Yes					
20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583	(A)				
Yes					
21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584	3				
Yes					
22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587	Typesterson				
Yes					
23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45	N				
Yes					
24. 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, E-11	10				
Yes					
25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105	10				
Yes					
26. 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	111				
Yes					
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 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 WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.	The state of the s				
Yes					
28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED	P				

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.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

10

TU

Yes, I certify my business is registered with BOE. 27483

Additional Information

H. Iran Disclosure

Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co

Vendor Registration		
FORM NAME	H. Iran Disclosure	
DESCRIPTION	Complete section H, in order to submit this form.	
DATE SUBMITTED	6/25/2019	
STATUS	Accepted	
BUSINESS NAME	Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co	
POINT OF CONTACT	Bruno Bellissimo	

H. Iran Disclosure

FLAG FORM

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

TW

No business operations to disclose.

Additional Information

I. Financial Disclosure & Conflicts of Interest

Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co

Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/25/2019
STATUS	Accepted
BUSINESS NAME	Chicago Metro Construction Inc DBA Arlington Glass & Mirror Co
POINT OF CONTACT	Bruno Bellissimo
FLAG FORM	

A. IDENTIFY THE APPLICABLE ENTITY TYPE.		
Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with other entity type not clearly identified in another option)	1 100 or fewer shareholders, or	
. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?		
No		
INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST		
Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service	Corporation)	
IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS	: (A) OWNS MORE THAN 5% OF THE	
6 OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.2	.20, (C) IS ENTITLED TO MORE THAN 20 OF THE BUSINESS' DISTRIBUTIVE	-
% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.2 ICOME? Yes, the information is not publicly available (If any individuals are listed, answe	.20, (C) IS ENTITLED TO MORE THAN 20 OF THE BUSINESS' DISTRIBUTIVE	
% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.2 ICOME? Yes, the information is not publicly available (If any <u>individuals</u> are listed, answe 20.)	.20, (C) IS ENTITLED TO MORE THAN 20 OF THE BUSINESS' DISTRIBUTIVE or Yes or No to questions 5-8 and 11	
Yes, the information is not publicly available (If any individuals are listed, answe 20.) Document List of individuals or entities meeting one or more of the listed thresholds. ipg percentage of ownership and distributive income form (PDF, 115.33 KB) PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIE ITEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 H	.20, (C) IS ENTITLED TO MORE THAN 20 OF THE BUSINESS' DISTRIBUTIVE or Yes or No to questions 5-8 and 11 Status Attached by Bruno Bellissimo on 6/17/2019	-
20.) Document List of individuals or entities meeting one or more of the listed thresholds. ipg percentage of ownership and distributive income form	.20, (C) IS ENTITLED TO MORE THAN 20 OF THE BUSINESS' DISTRIBUTIVE or Yes or No to questions 5-8 and 11 Status Attached by Bruno Bellissimo on 6/17/2019	

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1. Yes 4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES. THE Not applicable - For-Profit Entity 5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON? No 6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON? No 7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR TEU EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON? No 8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A 110 MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS? No 9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS 130 IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)? Not applicable - I answered No in Questions 5-8 10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)? Not applicable - I answered No in Questions 5-8 11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR. No 12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, 18 MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR. No 13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?	
No	
14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?	þ
No	
15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?	10
No	
16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?	TRI
No	
17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?	
No	
18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?	141
No	
19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?	PU
No	
20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETAR OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?	
No	
21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	180
No	
22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	721
No	
23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIED ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	r ju

No	
24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEAR. THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.	S? [10
No	
25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOV	VE.

Additional Information

SAP: 9001102478

P.O. Date: 11/14/2019

THA - Toll Highway Authority

Purchase Order

Purchase Order Number

19-557THA-OPERA-P-13603

Master Contract? N

Contract/Ob #: 4/00/17398

V	Vendor Number: V00016530 Chicago Metro Construction Inc
EZDOR	4547 N. MILWAUKEE AVENUE CHICAGO, IL 60630 bruno@arlingtonglass.com null
	E. Julius and Company and Comp

VENDOR INSTRUCTIONS:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:

- --Initial Purchase Order/Contract All parties, including the State and vendor, must fully execute the contract in its entirety.
- --Release from an existing Purchase Order/Contract The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

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

SHIP	See Item Level Address See Item Level Address Various, IL 00000 US Email: Various@Illinois.gov (000) 000-0000
T	
B L L	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (630) 241-6800
T	

Shipping Method:

Shipping Terms:

Solicitation (Bid) No.: 19-557THA-OPERA-B-8642

Contract Begin Date: 03/01/2020

Contract End Date: 02/28/2022

Freight Terms:

Payment Terms: NA

Delivery Calendar Day(s) A.R.O.: 15

Item # 1

Class-Item 440-00

Building Glass Repair Services - Initial Term 2 years.

All questions, other than questions raised at the Bidder Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than 06/25/2018 by 2:30 PM CST. Questions received and Agency responses may be posted as an Amendment to the original solicitation on BidBuy; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring BidBuy.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 180,964.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 180,964.00

TAX:

\$ 0.00

FREIGHT:

\$ 0.00

TOTAL:

\$ 180,964.00

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

OFFICIAL SIGNATURES:

Vendor Name:	
Vendor Signature:	
Printed Name:	
Title:	
Phone #:	
Email:	
Date:	
	and the second s
State of Illinois Agency or Other Purchasing Entity Procuring State Agency or Entity:	Illinois State Toll Highway Authority
Official Signature:	
Printed Name: José R. Alvarez	
Title:Executive Director	***
Designee Signature: <	
Printed Name: John Donato	,
Title: Chief of Procurement	
Date: 2/24/2V	
Date.	
Legal	
Signature:	
Printed Name:	
Title:	
Date:	name:
Fiscal Signature:	
Printed Name:	
Title:	
Date:	
FOR STATE OF ILLINOIS USE ONLY:	
Acq. Type: Source Sel. Method: Using Agency Funding Source:	
pergued Expendithie Object Code.	
Approp. Acct Code:	
Original Prog. Mathed	
Cubacateastas Diselect	7777777
Subcontractors Disclosed:	

APPROVED

Ву:	Rutha Redmond	
Phone#:	(630) 241-6800	
	BUYER	

THA - Toll Highway Authority

Internal Number: 2

Vendor Change Order #2

Purchase Order Number

19-557THA-OPERA-P-13603

V	Vendor Number: V00016530 Chicago Metro Construction Inc
HZDOR	4547 N. MILWAUKEE AVENUE CHICAGO, IL 60630 bruno@arlingtonglass.com null

VENDOR INSTRUCTIONS:

Shipping Method:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:

- -Initial Purchase Order/Contract All parties, including the State and vendor, must fully execute the contract in its entirety.
- -Release from an existing Purchase Order/Contract The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

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

SH-P	
T 0	
B I L L	
TO	

Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15		
Custom Field: Custom Field changed from "02/15/2020" to "03/01/2020" Custom Field: Custom Field changed from "02/14/2022" to "02/28/2022" Custom Field: Custom Field changed from "02/15/2022" to "02/28/2022"		

TAX:

\$ 0.00

FREIGHT:

\$ 0.00

TOTAL:

APPROVED

Freight Terms:

By: Rutha Redmond

Phone#: (630) 241-6800

BUYER

THA - Toll Highway Authority

Internal Number: 1

Vendor Change Order #1

Purchase Order Number

19-557THA-OPERA-P-13603

V	Vendor Number: V00016530 Chicago Metro Construction Inc
ENDOR	4547 N. MILWAUKEE AVENUE CHICAGO, IL 60630 bruno@arlingtonglass.com null

VENDOR INSTRUCTIONS:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:

- --Initial Purchase Order/Contract All parties, including the State and vendor, must fully execute the contract in its entirety.
- -Release from an existing Purchase Order/Contract The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

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

_	
SHIP	
ТО	
BILL	
ТО	

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 19-557THA-OPERA-B-8642		Freight Terms: Payment Terms: NA	
PO Administrative Changes: (see Changes)	ge Order tab for additional detail)		
Custom Field: Custom Field changed fr	om "12/15/2019" to "02/15/2020"		
Custom Field: Custom Field changed fr			
Custom Field: Custom Field changed fr			
Custom Field: Custom Field changed fr			- 1

TAX:

\$ 0.00

FREIGHT:

\$ 0.00

TOTAL:

APPROVED

By: Rutha Redmond

Phone#: (630) 241-6800

BUYER