

## **Informational Items**

June 2020

Requesting Department: Facilities and Fleet / Fleet Operations

Description: For the Tollway's estimated requirement of Contract 19-0176  
Towing and Road Services for Tollway Vehicles and Equipment  
at M-07 for a three-year period.

Awarded to: Maggio Truck Center Inc.

Amount: \$56,887.50

Procurement Method: ISTHA Small Purchase

# STATE OF ILLINOIS

## CONTRACT

Illinois Tollway

Towing and Road Services for Tollway Vehicles and Equipment-Maintenance Site #7

Contract# 19-0176

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

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

☐ Yes

☐ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **REQUIRED FORMS**
  - Standard Certifications
  - State Board of Elections
  - Taxpayer Identification Number
7. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

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

**STATE OF ILLINOIS**  
**CONTRACT**

Illinois Tollway

Towing and Road Services for Tollway Vehicles and Equipment-Maintenance Site #7

Contract# 19-0176

**VENDOR**

Vendor Name: Maggio Truck Center	Address: 4752 Baxter Road, Rockford, IL. 61109
Signature: [REDACTED]	Phone: 815-874-3334 / 800-435-0784
Printed Name: MARTY MAGGIO	Fax: 815-874-3822
Title: PRESIDENT	Email: MARTY@MAGGIOS.COM
Date: 6/19/20	

**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	
Signature: [REDACTED] Constitutionality Legal	Date: 08/13/2020
Legal Printed Name: Robert T. Lane	
Legal's Title: Assistant Attorney General, State of Illinois	
Official Signature: [REDACTED]	08/13/2020
Printed Name: José R. Alvarez	Procurement Printed Name: Eric Occomy
Official's Title: Executive Director	Procurement's Title: Chief of Contract Services


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

- Agency Reference #: R-64087
- Project Title: Towing and Road Services for Tollway Vehicles and Equipment-Maintenance Site #7
- Contract #: 19-0176
- Procurement Method (IFB, RFP, Small Purchase, etc.): Small Purchase
- BidBuy Reference #: B-14221
- BidBuy Publication Date:
- Award Code: C
- 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. SUPPLIES AND/OR SERVICES REQUIRED:** : The Illinois State Toll Highway Authority (ISTHA) is seeking a vendor to provide towing and road services for Tollway-owned vehicles, equipment, and District 15 State Police vehicles that are damaged or disabled on the Tollway's highway system. Road services include but are not limited to winching, jump starts, tire changes, and lockouts.

 For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

☐ If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

- 1.1.1. Location:** The Vendor's facility shall be located within close proximity to the Tollway Maintenance Site (M-Site) 7/Coverage Area as noted in the table below. The Vendor's location shall allow the vendor to respond to any call for a tow or service in the M-Site 7/Coverage Area within 45 minutes, traveling at the posted speed limit.

The Tollway reserves the right to inspect the Vendor's facility (prior to the contract award) to estimate the response time to the nearest Tollway interchange and to determine if the Vendor has the proper equipment to perform the type of services that are required under this contract.

M-Site 7/Coverage Area is defined by mile post markers to coinciding interstates.

M-Site/Coverage Area	City in Illinois	Interstate	Mile Post
M-7	Rockford	I-90	2.7 - 29.2

I-90	Northwest State
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- 1.1.2. Services Required:** The Tollway may require several types of tows, including:

- Light-duty tows: cars and light trucks up to 10,000 lbs. gross vehicle weight
- Medium-duty tows: trucks 10,001 lbs. up to 40,000 lbs. gross vehicle weight
- Heavy-duty tows: trucks 40,001 lbs. gross vehicle weight and up
- Light-, medium-, and heavy-duty winching of vehicles or equipment
- Road service for all vehicle types, including jump start, tire change, and lockout (no tow)
- Accident Scene Clean-up, please refer to Section 1.1.5 for details

- 1.1.3. 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. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm for the term of the contract.

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

1.1.5.Clean-Up: The Vendor shall, during the process of the work, remove and dispose of all materials and debris on a per service basis and keep the worksite 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.

Vendor shall have granular absorbent material available to mitigate fluid spills from vehicles. The Vendor shall be required to remove glass, debris and spilled fluids from the roadway at Tollway vehicle accident scenes. Tollway employees may assist the Vendor's staff in clean-up tasks to expedite opening traffic lanes. Failure to adequately clean up after a vehicle prior to towing it may result in charges payable to the Tollway.

1.1.6.Safety: The Vendor and its suppliers shall perform in a safe and responsible manner. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements by the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.

1.1.7.Protection of Property: The Vendor shall conduct the work so as not to interfere with or hinder the daily activity within or under the designated work area that is established by the Tollway. If in the event, any damages (replacement, repairs) to existing property occur, the Vendor is solely responsible for any expenses.

1.1.8.Statutory Requirements: Vendor shall perform all Work under this Contract in strict compliance with the following:

- 1.1.8.1 The entire Illinois Compiled Statutes, Chapter 625, Section 3/5-414, 3/5-701, 5/5-202, and any additional requirements specified by the State of Illinois.
- 1.1.8.2 The Illinois Vehicle Code 625 ILCS 5, as it applies to tow trucks being operated on the Tollway.
- 1.1.8.3 Vendor's vehicles shall display current and valid Illinois license plates in accordance with Illinois Compiled Statutes, Chapter 625, Section 3/5-414, 3/5-701, and 5/5-202.
- 1.1.8.4 Vendor shall comply with license plate weight requirements.
- 1.1.8.5 All Vendor's vehicles shall have a valid State of Illinois Safety Inspection Sticker.
- 1.1.8.6 All brooms, shovels, trash cans, fire extinguishers, flares, reflective triangle kits and other equipment, as stated in the Illinois Vehicle Code 625 ILCS 5, shall be carried on the Towing Operators' truck.



1.1.8.7 Vendor shall establish and maintain records at its principal place of business, on all Tollway and State Police vehicles towed or transported, in accordance with Section 5/5-401.2, Illinois Vehicle Code.

1.1.8.8 The Vendor's records shall be subject to inspection in accordance with Section 5/5-403, Illinois Vehicle Code.

1.1.9. Operational Procedures:

1.1.9.1 Vendor shall maintain a twenty-four (24) hour telephone number. The use of answering machines is prohibited.

1.1.9.2 Vendor shall dispatch an appropriate tow or road service vehicle to the requested location. A dispatched towing operator shall handle no other business while in route to a Tollway vehicle.

1.1.9.3 Vendor is prohibited from refusing a service call. If a service call is refused, the Vendor shall be charged the difference in cost if the Illinois Tollway must find an alternate towing firm to tow for the refused call if the alternate tow operator fees are higher than the vendor's contracted amount

1.1.9.4 Vendor shall respond only to calls from the Illinois Tollway Dispatch Center or Fleet Designee. Towing Operators shall not respond to calls from Illinois State Police personnel or Tollway Maintenance Garage personnel. Upon receiving a call from the Illinois Tollway Dispatch Center or Fleet Designee, the Vendor shall provide the Tollway with an estimated time of arrival to the specified location. The Vendor's travel time to the specified location shall not be greater than forty-five (45) minutes.

1.1.9.5 The Vendor shall not transfer a Tollway call to another towing firm. If the Vendor is unable to handle the call, or if additional equipment is needed from another company, the Tollway Dispatch Center shall be notified immediately.

1.1.9.6 The Vendor shall only be accompanied by essential employees when responding to a dispatch call. An essential employee is any person necessary to providing safe towing and/or recovery service. Under no circumstances shall operators be accompanied by family members, acquaintances, or other nonessential personnel.

1.1.9.7 The Vendor is responsible for any unnecessary damage caused to Tollway or State Police vehicles, equipment or property and shall within thirty (30) days reimburse the Tollway for the damages as determined by the Tollway.

1.1.9.8 The Tollway reserves the right to call additional or replacement vendors if Vendor fails to perform to the standards noted herein.

1.1.9.9 No Vendor advertising of any kind shall be permitted on Tollway property. This includes business cards, phone stickers, etc.

1.1.9.10 The Tollway may, at its sole discretion, immediately terminate this Contract and halt all operations of Vendor, if the Tollway determines that the Vendor's actions are jeopardizing the safety of the Tollway's customers, employees and/or vehicles/equipment.

1.1.9.11 Tollway oasis gate keys may be issued in order to gain access to and from the Tollway through the local road access of the oasis. When using the gates for access, the lock shall be secured immediately after passage. A maximum of four (4) keys shall be issued to a Vendor whose

area of responsibility is directly adjacent to the oasis. If a key is lost, the replacement key fee is \$25.00. Keys shall be returned upon termination of the contract. All fees are payable by check only.

- 1.1.9.12 Vendor's drivers shall not provide assistance to a vehicle on the opposite side of the highway, which would require the operator of the disabled vehicle to walk across the roadway. Drivers shall avoid walking across lanes open to traffic.
- 1.1.9.13 Vendor's drivers shall not make a U-turn on the Tollway's roadway, to hook to the front or rear of a vehicle without Tollway personnel first taking the appropriate safety steps to allow for such a maneuver.
- 1.1.9.14 Vendor's drivers shall comply with all Tollway traffic laws when responding to a call on the Tollway system.
- 1.1.9.15 Vendor's drivers shall be allowed to use median cross-overs as noted herein. All warning lights shall be activated, and the operator shall exercise extreme care and caution when making this maneuver so as not to jeopardize safety. East of the Fox River, Vendor's drivers are not allowed to use crossovers simply for convenience. West of the Fox River, Vendor's drivers are allowed to use crossovers; however, they shall only be used when necessary. When approaching a disabled Tollway vehicle, the Vendor's driver shall turn on proper turn signals and amber warning lights. The driver shall pull the towing vehicle onto the shoulder or into the safest position to protect the scene and Vendor's personnel from other traffic using the highway. The driver shall have warning lights unobstructed to approaching traffic.
- 1.1.9.16 Warning lights shall be activated when responding to a Tollway call for service that involves lane blockage.
- 1.1.9.17 The operator shall not render any mechanical service to a disabled vehicle located all or partially in a traffic lane. The disabled vehicle shall be relocated to a Tollway Maintenance garage for repairs, unless these repairs are of short-term nature (winching, change a tire, jump start, gas, oil, water, etc.), and the vehicle is in a safe position off the traffic lanes entirely and completely on the shoulder.
- 1.1.9.18 Vendor shall cooperate with Law Enforcement, Fire Protection Authorities, and Tollway Personnel to secure an accident scene and establish appropriate lane closures and traffic control to enable vehicle towing services to be performed in a safe, expedient, and efficient manner.
- 1.1.9.19 Tow charges within Service Area and rates shall be all inclusive and no additional charges are allowed.
- 1.1.9.20 Tows performed by the Vendor shall include tows to the Tollway's Central Shop (located at 3460 S. Finley Road in Downers Grove, IL 60515) and the Tollway's Central Administration Building (located at 2700 Ogden Avenue in Downers Grove, IL 60515).
- 1.1.9.21 Additional Mileage Fees: Tow operators may charge additional mileage for tows picked up or delivered more than ten (10) miles outside of the Service Area. Tows from the Tollway M-Site to the repair centers shall be paid at the main tow rate from the M-Site to Central Shop. In the event the tow to the repair center is 10 miles or more than the tow to Central Shop, then the additional mileage fee shall apply.

1.2.0. Identification Decal Requirements:



- 1.2.0.1 The Towing Operator's business name and address shall be prominently displayed on both sides of the truck.
  - 1.2.0.2 Official Tollway towing decals (which shall be provided by the Tollway) shall be affixed by the Vendor and displayed on all units used to tow Tollway owned vehicles and equipment. The Tollway shall provide adequate decals for initial trucks (up to four (4)) in service for this contract, and any additional decals required shall be provided as requested for a nominal decal use fee (approximately \$10.00, subject to change) which shall be paid by check (no cash) to the Tollway.
  - 1.2.0.3 All Tollway towing decals shall remain the property of the Illinois Tollway and shall be returned at the request of the Tollway. The Tollway retains the right to remove the decals from the tow operator's vehicle if the tow operator does not return them within thirty (30) days of the request. Official Tollway towing decals, if removed, shall be returned to the Tollway, regardless of condition.
  - 1.2.0.4 Official Tollway towing decals shall be removed prior to the sale of a tow operator's vehicle.
  - 1.2.0.5 Official Tollway towing decals shall be removed from all trucks owned by a company if a company is sold or changes ownership.
  - 1.2.0.6 Official Tollway towing decals shall be removed immediately upon the termination of the operator's towing privileges under this contract.
  - 1.2.0.7 Official Tollway towing decals applied to tow trucks shall be removed by the company if a towing operator leases to another company or otherwise disposes of a truck.
  - 1.2.1. Additional Insurance Requirements: In addition to the coverages described in Section 2.5, all Towing Operators shall maintain insurance coverages in accordance with the Illinois Tollway and the Illinois Vehicle Code 625 ILCS 5. The Vendor shall not commence work until the insurance required by this contract has been obtained, and proper insurance documentation has been submitted to and accepted by the Illinois Tollway. Required additional insurance coverages are as follows:
    - 1.2.1.1 Garage Liability insurance with limits of not less than \$1,000,000 combined single limit.
    - 1.2.1.2 On-Hook Towing insurance with limits of not less than \$200,000 per tow truck.
    - 1.2.1.3 GarageKeepers Liability insurance with limits of not less than \$200,000.
- The Illinois State Toll Highway Authority shall be named "Additional Insured" for the coverages shown above.
- 1.2.2. Types of Tows and How Fees Shall Be Applied:
    - 1.2.2.1 **Tow Charges within Service/Coverage Area:**  
Tow rates shall be all inclusive within Service/Coverage Area.  
**Example:** Vehicle breaks down in M-7 Service Area. Vendor tows to M-7 Site.  
**How to calculate:** Flat Rate shall apply
    - 1.2.2.2 **Tow Charges to Central Shop:**  
Tows performed by the Vendor shall include tows to the Tollway's Central Shop (located at the address of 3460 S. Finley Road in Downers Grove IL 60515). The bid price for the tow shall be all inclusive for this tow.

**Example:** Vehicle breaks down at M-Site Service 7/Coverage Area. Vendor tows to Central Shop.

**How to calculate:** Flat Rate shall apply

**1.2.2.3 Tow Charges to Central Administration:**

Tows performed by the Vendor shall include tows to the Tollway's Central Administration building (located at the address of 2700 Ogden Ave. in Downers Grove IL 60515). The bid price for the tow shall be all inclusive for this tow.

**Example:** Vehicle breaks down in M-Site Service 7/Coverage Area. Vendor tows to Central Administration building.

**1.2.2.4 How to calculate:** Flat Rate shall apply **Tow Charges to Repair Centers:**

Tows from Tollway to repair centers shall be paid at the rate from the M-Site to Central Shop. In the event the tow to the repair center is 10 miles or greater than the tow to Central Shop, then the additional mileage fee shall apply.

**Example 1:** Vehicle breaks down in M-Site Service 7/Coverage Area. Vendor tows to repair center.

**How to calculate:** Flat rate shall apply. See Section 1.1.9.22 above.

**Example 2:** Vehicle breaks down outside of M-Site Service 7/Coverage Area. Vendor tows to repair center.

**How to calculate:** Refer to Section 1.2.2.6 below.

**1.2.2.5 Mileage Charge:**

Tow operators may add/charge mileage for tows picked up or delivered further than a ten (10) mile radius outside of the Service Area (except for Central Shop or Central Administration).

**Example:** Area M-7 tow Vendor is called to tow a vehicle to M-7 garage on Mile Post 15.8. (Service/Coverage Area is 2.7 - 29.2 Mile Post marker). The vehicle is broken down on Mile Post 46.2, which is 17 miles outside the Service/Coverage Area of the M-7 tow Vendor, which is 7 miles outside of the allowed 10 mile radius mentioned above.

**How to calculate:**

Within coverage area cost: flat rate

Extra mileage cost: 7 miles x extra mileage cost

Flat Rate + Extra Mileage Charge = Total Charge

### **1.3 MILESTONES AND DELIVERABLES:**

**1.3.1** Vendor shall provide towing and road services on a twenty-four (24) hour per day, seven (7) days per week basis. Vendor shall arrive for a tow within 45 minutes of any call for a tow or service in M-Site 7/Coverage Area.

**1.3.1 INVOICES:** The Vendor shall present itemized invoices within fifteen (15) days of completion of each tow service. Invoices shall be sent to the following address:



Illinois Tollway  
Attention: Finance  
P.O. Box 3094  
Lisle, Illinois 60532-8094  
Email: [FinanceInvoices@getipass.com](mailto:FinanceInvoices@getipass.com)

**1.4 VENDOR / STAFF SPECIFICATIONS:** The Vendor's relationship to the Tollway is that of an independent contractor. The Vendor agrees to perform towing and road services for Tollway vehicles, equipment, and District 15 State Police vehicles on a designated section of the Tollway system in strict compliance with the terms and conditions provided herein.

- 1.4.1 Vendor shall complete Exhibit 1, Vendor Equipment and Employee Information, and submit it at the time of bid or the bid may be deemed non-responsive.
- 1.4.2 Vendor's staff shall possess and maintain valid Commercial Driver's Licenses (CDLs) classified in accordance to the type of vehicle operated or towing operation they shall be performing.
- 1.4.3 Upon the Tollway's request Vendor shall provide written proof to the Tollway that it is licensed and registered to provide vehicle towing and road services in Illinois.
- 1.4.4 The Vendor shall own and operate the service vehicles used to perform the work under this contract.
- 1.4.5 All Vendors' personnel responding to a tow or accident scene shall wear an American National Standards Institute (ANSI) level three (3) safety vest. This vest shall be worn at all times when outside of a service vehicle.
- 1.4.6 The Vendor shall ensure that its trucks are in sound mechanical condition, safe, properly equipped, and suitable for their intended use. Trucks shall be of good appearance.
- 1.4.7 All Vendor's vehicles used in towing and road services shall be equipped with audible back-up warning systems.
- 1.4.8 All Vendor's vehicles shall be equipped with a minimum of two (2) amber oscillating, rotating, or flashing lights mounted toward the top of the vehicle to be visible from all directions. Two (2) additional amber flashing or strobe lights shall be mounted and facing rearward. Whenever a tow or road service vehicle is involved in the towing or servicing of vehicles on or in close proximity to the roadway, all warning lights shall be activated.
- 1.4.9 Vendor's drivers may be required to participate in training sessions provided by either District 15 State Police or Tollway Fleet Maintenance personnel covering Tollway safety and vehicle removal related to towing procedures. The training sessions shall be scheduled at times and locations to be determined by the Tollway.
- 1.4.10 At the discretion of the Tollway, Vendor may be required to attend meetings regarding the Tollway towing operations (this shall not exceed sixteen (16) hours annually).

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

## 1.6 SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

**1.6.1** Will subcontractors be utilized? ☐ Yes ☒ No

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

Amount to be paid: [Click here to enter text](#)

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

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

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

Amount to be paid: [Click here to enter text](#)

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

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

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

- 1.6.2 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.6.3 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.
- 1.6.4 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.
- 1.6.5** If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be 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 the 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: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)



## PRICING

**2.1 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 \$56,887.50. 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.

If the Tollway issues an award, the award will be made to the Responsive/Responsible bidder who submits the lowest price for Rate Schedule A (Light-Duty) or Rate Schedule B (Medium-/Heavy-Duty/Off-Road Equipment Winching), or both Rate Schedules A and B, if they have a location that can meet the 45 minute response time. To be considered responsive, Vendors shall bid on all services/line items within a Rate Schedule A and/or B to be considered responsive. Failure to bid on all services/line items within a Rate Schedule shall deem the bid non-responsive.

Tow rates are all-inclusive and shall include all work and mileage required to tow a vehicle to the Maintenance Garage, Central Shop, Central Administration Building, or repair center. Mileage charges shall be allowed for vehicles more than ten (10) miles outside of the service area and shall only be charged for the miles after leaving and before entering the ten (10) mile range. The mileage charge shall also apply to vehicles towed from a service area to another service area.

**M-7 Maintenance Garage – Rockford**  
**I-90 Mile Post 15.4**  
**Area Coverage: I-90 Mile Post 2.7 to 29.2**

**Central Shop - Downers Grove**  
**I-355 Mile Post 22**

**Central Administration - Downers Grove**  
**I-355 Mile Post 19.5**

<b>M-7 RATE SCHEDULE "A"</b>			
<b>Light Duty</b>			
<b>Description</b>	<b>Fee or Charge per Call</b>	<b>Estimated Quantity</b>	<b>Extension (Fee or Charge per Call) x Estimated Quantities</b>
<b>Light Duty Service (up to 10,000 lbs.)</b>			
Service Call to Vehicle (includes jump start, tire change, lockout (no tow))	\$100.00	8 Service Calls	\$ 800.00
Tow – Service Area to Central Shop	\$475.00	20 Tows	\$9,500.00
Tow - Service Area to M-7 Maintenance Garage	\$150.00	8 Tows	\$ 1,200.00
Standby Fee Per Hour (in emergency cases, if directed by State Police)	\$0.00	5 Hours	\$ 0.00

Winching (per Hour Cost)	\$175.00	5 hours	\$ 875.00
Mileage Fee per Mile (for vehicles more than 10 miles outside of service area)	\$4.00	350 miles	\$1,400.00
<b>M-7– Rate “A” - Total Bid</b>			<b>\$13,775.00</b>

**Vendors shall bid on all services/line items within a Rate Schedule A and/or B to be considered responsive.**  
**Failure to bid on all services/line items within Schedule bid shall deem the bid non-responsive.**

<b>M-7 RATE SCHEDULE “B”</b>			
<b>Medium/Heavy Duty/Off Road Equipment Winching</b>			
<b>Description</b>	<b>Fee or Charge per Call</b>	<b>Estimated Quantity</b>	<b>Extension (Fee or Charge per Call) x Estimated Quantities</b>
<b>Medium/Heavy Duty (10,001 lbs. &amp; up)</b>			
Service Call to Vehicle (includes jump start, tire change, lockout (no tow)	\$100.00	3 Service Calls	\$ 300.00
Standby Fee per Hour (if directed by State Police)	\$0.00	5 Hours	\$ 0.00
Winching (per hour cost)	\$375.00	2 Hours	\$ 750.00
Mileage fee per mile (for vehicles more than 10 miles outside of service area)	\$4.75	350 Miles	\$1,662.50
<b>Medium Duty Tow (10,001 lbs. - 40,000 lbs.)</b>			
Medium Tow to Central Shop	\$875.00	8 Tows	\$ 7,000.00
Medium Tow to M-7 Maintenance Garage	\$575.00	8 Tows	\$ 4,600.00
<b>Heavy Duty Tow (40,001 lbs. &amp; up)</b>			
Heavy Tow to Central Shop	\$975.00	8 Tows	\$ 7,800.00
Heavy Tow to Central Administration	\$975.00	8 Tows	\$7,800.00
Heavy Tow from Central Administration to Central Shop	\$975.00	8 Tows	\$7,800.00
Heavy Tow to M-7 Maintenance Garage	\$675.00	8 Tows	\$5,400.00
<b>M-7– Rate “B” - Total Bid</b>			<b>\$43,112.50</b>

**Vendors shall bid on all services/line items within a Rate Schedule A and/or B to be considered responsive.**  
**Failure to bid on all services/line items within Schedule bid shall deem the bid non-responsive.**


#### **SUBMITTAL REQUIREMENTS SECTION: Exhibit 1 Vendor Equipment and Employee Information**

**2.2 EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.

**2.3 DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

**2.4 VENDOR'S PRICING:** Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: \$56,887.50

 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.

2.4.2. 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.

2.4.2.1 Agency Formula for Determining Renewal Compensation: Agency Formula for Determining Renewal Compensation: Pricing shall remain the same as the initial term.


2.4.2.2 Vendor's Price for Renewal(s): Refer to Section 2.4.2.1. above.

**2.5 MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$68,265.00 during the initial term without a formal amendment.



## TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of three (3) years from August 19, 2020 to August 18, 2023. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

 For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

☐ If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

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:** This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown below. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

The State reserves the right to renew for a total of **three (3) years** in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

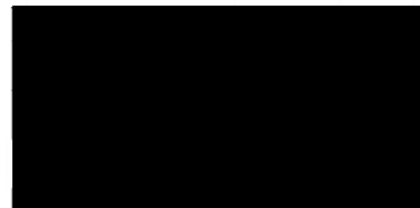
- 3.2 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

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

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

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

- 3.4.1. 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 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:

1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.

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

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

**3.6 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 Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.



## 4 STANDARD BUSINESS TERMS AND CONDITIONS


### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 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 the contract, and the amount billed and expenses incurred are as allowed in the 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 state tax exemption number and federal tax exemption information.
  - 4.1.6.2 Vendor shall invoice at the completion of this 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:	Procurement
Address:	P.O.Box 3094
City, State Zip:	Lisle, Illinois 60532-8094
Email:	<a href="mailto:FinanceInvoices@getipass.com">FinanceInvoices@getipass.com</a>

☐ 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, 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 the 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 the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (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 the 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 the 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 the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 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 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:

1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
3. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.

3. **Workers Compensation and Employers' Liability:** Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.

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

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

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture 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](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and 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 the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business

with the 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) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**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.

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



## 5. SUPPLEMENTAL PROVISIONS

### 5.1. STATE SUPPLEMENTAL PROVISIONS

- ☐ Illinois Tollway Definitions  
[Click here to enter text.](#)
- ☐ Required Federal Clauses, Certifications and Assurances  
[Click here to enter text.](#)
- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.  
[Click here to enter text.](#)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.  
[Click here to enter text.](#)
- ☐ Illinois Tollway Specific Terms and Conditions  
[Click here to enter text.](#)
- ☐ Other (describe)  
[Click here to enter text.](#)

### 5.2. TOLLWAY SUPPLEMENTAL PROVISIONS:

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

department, commission, board or agency.

### **5.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:**

#### **5.3.1 Order of Precedence:**

This contract Small Purchase, 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 Small Purchase
3. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon

#### **5.3.2 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.

#### **5.3.3 Publicity:**

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

#### **5.3.4 Consultation:**

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

#### **5.3.5 Third Party Beneficiaries:**

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

#### **5.3.6 Successors in Interest:**

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

#### **5.3.7 Vendor's Termination Duties:**

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

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



- 5.3.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.3.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
- 5.3.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

**5.3.8. 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.

**5.4 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.

**5.5 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.

- 5.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.
- 5.5.2 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.
- 5.5.3. 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.
- 5.5.4. 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.

**5.6 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.

## **5.7 VENDOR SUPPLEMENTAL PROVISIONS**



## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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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.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. 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.
3. 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.
5. 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.

6. 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.
7. 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.
15. 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.
25. 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.
26. 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.
28. 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](http://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.
32. 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 or its 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).



**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

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I certify that:

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

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

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

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

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

Business Name: MAGGIO TRUCK CENTER

Taxpayer Identification Number:

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

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative [REDACTED]

Date: June 16, 2020

# **EXHIBIT 1**

## **VENDOR EQUIPMENT AND EMPLOYEE INFORMATION**



**NOTE: ALL INFORMATION SHALL BE SUBMITTED WITH THE BID DOCUMENTS. DOCUMENTS SHALL BE TYPED OR PRINTED. INCLUDE ADDITIONAL SHEETS IF SPACE PROVIDED IS NOT SUFFICIENT.**

Type of service bid: (Check all those applicable)  
  X   Light Duty Towing (up to 10,000 lbs. Gross Vehicle Weight)  
  X   Medium/Heavy Duty Towing (10,001 lbs. – and up Gross Vehicle Weight)

Name of Company: MAGGIO TRUCK CENTER

Name of Owner(s): JASPER MAGGIO, MARTIN MAGGIO, ANNETTE MAGGIO

Address of Business: 4752 BAXTER RD

Main Cross Street INTERSTATE 39 AND BAXTER ROAD

City, State, Zip ROCKFORD IL 61109

Business Phone: Day: 815-874-3334 OR 800-435-0784

Night: 815-874-3334 OR 800-435-0784

Provide the name of the closest access onto the Tollway system from the vendor's business garage (examples: 83rd Street Toll Plaza Back Gate", "IL 53 Interchange"). Include the distance and travel time to get from the vendors business garage to that access point.

Access Point: I-39 AND US 20

Distance from garage: 5 miles

Time required getting to that access point 7 minutes

How long has the vendor's business garage been operating at this location? 25+ YEARS

There is a separate list for Light-Duty, Medium-Duty, & Heavy-Duty Trucks and Equipment that shall be completed depending on the type of service bid.

**EQUIPMENT (LIGHT-DUTY TOWING up to 10,000 lbs. GVW)**

**List all vehicles by make, year, and capacity (include sling/wheel lift/flatbed information).**

Unit #1: REFER TO ATTACHMENT A \_\_\_\_\_

Unit #2: \_\_\_\_\_

Unit #3: \_\_\_\_\_

Unit #4: \_\_\_\_\_

Unit #5: \_\_\_\_\_

Unit #6: \_\_\_\_\_

Unit #7: \_\_\_\_\_

Unit #8: \_\_\_\_\_



**EQUIPMENT (MEDIUM-DUTY TOWING 10,000 lbs. – 40,000 lbs. GVW)**

**List all vehicles by make, year, and capacity (include sling/wheel lift/flatbed information).**

REFER TO ATTACHMENT A

Unit #1: \_\_\_\_\_

Unit #2: \_\_\_\_\_

Unit #3: \_\_\_\_\_

Unit #4: \_\_\_\_\_

Unit #5: \_\_\_\_\_

Unit #6: \_\_\_\_\_

Unit #7: \_\_\_\_\_

Unit #8: \_\_\_\_\_

**EQUIPMENT (HEAVY-DUTY TOWING 40,001 lbs. – and up GVW)**

**List all vehicles by make, year, and capacity (include sling/wheel lift/flatbed information).**

REFER TO ATTACHMENT A

Unit #1: \_\_\_\_\_

Unit #2: \_\_\_\_\_

Unit #3: \_\_\_\_\_

Unit #4: \_\_\_\_\_

Unit #5: \_\_\_\_\_

Unit #6: \_\_\_\_\_

Unit #7: \_\_\_\_\_

Unit #8: \_\_\_\_\_

**List other equipment related to tow and road services (optional).**

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**EMPLOYEE INFORMATION: Complete all information for Owner and Tow Operators:**

Full Name	Driver's License #	State	Class	Date of Birth	Expiration Date of License	Years of Experience
REFER TO ATTACHMENT B						

**Total number of employees:** \_\_\_\_\_

Attachment A			TOLLWAY VEHICLE LIST: Maggio Truck Center					RFQ # 19-0176		
UNIT #	YEAR	MAKE	MODEL	VIN#	PLATE#	TOLLWAY DECAL #	CAPACITY	MILEAGE/HO URS		
M22	2011	INTERNATIONAL	FLAT BED TOW TRUCK	3HAMMAAL98L443995	210478TW	2849R & 2850L	12,000	49499/1866		
M33	2003	INTERNATIONAL	WRECKER	1HTMMAAL03H595557	25204TW	2845 R & 2846 L	24,000	11464/8519		
M40	2007	INTERNATIONAL	FLAT BED TOW TRUCK	1HTMKA7N27H59242	25203TW	2613 R & 2614 L	20,000	172894/7054		
M44	2010	PETERBILT	WRECKER	1NPTL40X0A9793733	W51099	2938 R & 2939 L	100,000	397608/16111		
M60	2005	PETERBILT	WRECKER	1NPFLB9X25N866136	W51532	2479 R & 2480 L	100,000	422536/NA		
M55	2013	FREIGHTLINER	WRECKER	1FVXFB008DDFB1594	W51098 (TRANSFER)	3347R & 3348L	100,000	145784/4525		
M65	2015	PETERBILT	SERVICE TRUCK	2NPNHM6X3FM293729	397897D	3511R & 3512L	NA	8693/400		
M75	2015	PETERBILT	FLAT BED TOW TRUCK	2NP3LJ9X1GM355808	W52749	3581 & 3582L	40,000	10075/352		
M77	2013	PETERBILT	WRECKER-ROTATOR	1NPTX4TX4CD168822	W51531	3252 L & 3253R	150,000	42007/2368		
M88	2010	PETERBILT	WRECKER-ROTATOR	1NPTX4EX6AD793734	W52084	2940 R & 2941 L	150,000	61990/3529		
M99	2007	PETERBILT	WRECKER	1NP5LBEX37D696847	W52185	2617 R & 2618 L	100,000	241824/8940		
M100	2015	KENWORTH	WRECKER	1NKZX4TX1FJ454925	W52751	3513R & 3514L	100,000	24617/1053		
M89	2008	PETERBILT	WRECKER	2NPLHN7XX8M762037	23744TW	2934 & 2935	32,000	151302/5944		
M66	2010	KENWORTH	WRECKER	1RKWX4EX69J247175	W52184	2847 R & 2848 L	100,000	113674/4935		
M80	1997	PETERBILT	TRACTOR/LOWBOY/5TH WHEEL	1XP5D69X7VN427200	P53616	3012 R & 3013 L	100,000	148051/ NA		
M90	1998	KENWORTH	TRACTOR / LANDAUL	1XKWDB9X7WJ762856	P148080	3010R & 3011 L	100,000	310601/NA		
M94	2015	PETERBILT	WRECKER	1NPXX4EX5FD282363	W52750	3515R & 3516L	100,000	55256/1975		
M11	2011	INTERNATIONAL	SERVICE TRUCK	3HAMMAAL78L443994	326191D	3161 R & 3162 L	N/A	115685/4708		
M88	2017	KENWORTH	WRECKER-ROTATOR	1NKCX4TX0GR129224	APPLIED FOR		150,000	1458/875		
M99	2017	PETERBILT	WRECKER-ROTATOR	1NPXGGGG60D281986	APPLIED FOR		100,000	1254/576		



Attachment B				Maggio Truck Center		RFQ # 19-0176	
Last Name	First Name	DL #	State	Class CDL	D.O.B.	Expiration Date of License	Years of Exp.
Block	Glenn		IL	CDL		5/6/2023	25+
Liebgott	Jeff		IL	CDL		9/27/2022	25+
Maggio	David		IL	CDL		10/6/2023	25+
Maggio	Jay		IL	CDL		2/24/2021	40+
Maggio	Martin		IL	CDL		10/23/2022	30+
Maggio	Michael		IL	CDL		8/15/2023	10+
Maggio	Nickolas		IL	CDL		11/30/2020	5+
Palmer	Curt		IL	CDL		3/20/2021	10+



MAGGTRU-01

DSOMMERS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Corkill Insurance Agency, Inc.</b> 6000 E. State Street, Ste 501 Rockford, IL 61108	CONTACT NAME:		
	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200	
INSURED  <b>Maggio Truck Center Inc.</b> 4752 Baxter Rd. Rockford, IL 61109	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Motorists Commercial Mutual Insurance Company</b>		13331
	INSURER B: <b>American Interstate Insurance Company</b>		31895
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			5000055019	7/24/2019	7/24/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			5000055019	7/24/2019	7/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> Garage Keepers	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Hired Car PD \$ 175,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		5000055158	7/24/2019	7/24/2020	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	AVWCIL2773252019	7/24/2019	7/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	On Hook			5000055019	7/24/2019	7/24/2020	
A	Cargo			5000055019	7/24/2019	7/24/2020	300,000
							200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #14-0004R - The Illinois State Toll Highway Authority and Illinois State Police District 15 are Additional Insured for General Liability on a primary and non-contributory basis and Additional Insured for Auto Liability if required by written contract. MCS-90, Acord 101, AI Endorsement

## CERTIFICATE HOLDER

## CANCELLATION

The Illinois State Toll Highway Authority &  
District 15 State Police  
2700 Ogden Ave  
Downers Grove, IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



USDOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980**

# FORM MCS-90

Issued to Maggio Truck Center Inc of IL  
(Motor Carrier name) (Motor Carrier state or province)

Dated at 11:33:12 AM on this 19 day of July, 2019

Amending Policy Number: 5000055019 Effective Date: 07/24/2019

Name of Insurance Company: Motorists Commercial Mutual Insurance Company DBA Motorists Insurance

Countersigned by [REDACTED]  
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: \_\_\_\_\_.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Fleetnet America U.S. Silica Company Emergency Breakdown Service Archer Daniels Midland Co & Its Subsidiaries & Affiliates Alter Trading Corporation IL State Toll Hwy Authority & IL State Police District #15 Kloeckner Metals Corporation	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Signature:**

  
Eric Ocomy (Aug 13, 2020 11:19 CDT)

**Email:** EOcomy@getipass.com



## STATE OF ILLINOIS FORMS A

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A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG) and do not have an approved, unexpired IPG Registration Number. Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: <b>MAGGIO TRUCK CENTER</b>	Phone: <b>815-874-3334 / 800-435-0784</b>
Street Address: <b>4752 BAXTER RD</b>	Email: <a href="mailto:MARTY@MAGGIOS.COM">MARTY@MAGGIOS.COM</a>
City, State Zip: <b>ROCKFORD, IL 61109</b>	Vendor Contact: <b>MARTY MAGGIO</b>

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

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

# OUTLINE

## FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information .....	1.
Illinois Department of Human Rights Public Contracts Number .....	2.
Authorized to Transact Business or Conduct Affairs in Illinois .....	3.
Standard Certifications .....	4.
State Board of Elections .....	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest .....	7.
Taxpayer Identification Number .....	8.

**STATE OF ILLINOIS**  
**BUSINESS AND DIRECTORY INFORMATION**

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1.1. Name of Business (official name and DBA)

**MAGGIO TRUCK CENTER**

1.2. Business Headquarters (address, phone and fax)

**4752 BAXTER RD, ROCKFORD, IL 61109**

**815-874-3334 / 800-435-0784**

**815-874-3822**

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

**N/A**

1.4. Billing Address

**4752 BAXTER RD., ROCKFORD, IL 61109**

1.5. Name of Chief Executive Officer

**MARTY MAGGIO**

1.6. Company Web Site Address

**MAGGIOS.COM**

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

**CORPORATION**

1.8. Length of time in business

**86 YEARS**

1.9. Annual Sales for Offeror's most recently completed fiscal year

**\$1,000,000 +**

1.10. Show number of full-time employees, on average, during the most recent fiscal year

**13**

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))

☐ Yes

1.11.2. Women (30 ILCS 575/2(A)(2) & (4))

☐ Yes



1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) ☐ Yes

1.11.4. Disadvantaged (49 CFR 26) ☐ Yes

1.11.5. Veteran (30 ILCS 500/45-57) ☐ Yes

**STATE OF ILLINOIS**  
**ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER**

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- 2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to contract award or prior to bid opening for construction or construction-related services. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): **MAGGIO TRUCK CENTER**

☒ (check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at <https://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx>.
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**STATE OF ILLINOIS**  
**AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS**

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3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the Vendor non-responsive or not responsible. For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at ([http://cyberdriveillinois.com/departments/business\\_services/home.html](http://cyberdriveillinois.com/departments/business_services/home.html)) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS IS  
THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING**

File Number 776-343-1


**STATE OF ILLINOIS**  
**SECRETARY OF STATE**

*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 30, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011*



JESSE WHITE, Secretary of State  
JESSE.WHITE@STATE.IL.GOV

**REFER  
TO  
ATTACHMENT  
A**



## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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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.

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

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

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

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

## STATE OF ILLINOIS

### STANDARD CERTIFICATIONS

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- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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).
- 4.11. 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.
- 4.12. 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.
- 4.13. 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.
- 4.14. 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.

## STATE OF ILLINOIS

### STANDARD CERTIFICATIONS

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- 4.15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. 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.
- 4.17. 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.
- 4.18. 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.
- 4.19. 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 grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
- 4.20.1. 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.
- 4.20.2. 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.
- 4.21. 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.
- 4.22. 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.
- 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.
- 4.24. 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.
- 4.25. 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.



## STATE OF ILLINOIS

### STANDARD CERTIFICATIONS

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- 4.26. 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.
- 4.27. 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.
- 4.28. 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.
- 4.29. 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](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
- 4.30. 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.

- 4.31. 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.
- 4.32. 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.
- 4.33. 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 or its successor system; or

**STATE OF ILLINOIS**  
**STANDARD CERTIFICATIONS**

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- 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).

**STATE OF ILLINOIS**  
**STATE BOARD OF ELECTIONS**

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5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or whose aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS  
IS THE CERTIFICATE OF REGISTRATION**



**REFER  
TO  
ATTACHMENT  
B**



**STATE OF ILLINOIS**  
**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

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6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:
- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
  - the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

**N/A**

## STATE OF ILLINOIS

### FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

**This disclosure is submitted for:**

☒ Vendor

☐ Vendor’s Parent Entity(ies)

☐ Subcontractor(s)

☐ Subcontractor’s Parent Entity(ies)

Project Name	Towing and Road Services for Tollway Vehicles and Equipment-Maintenance Site #7
Illinois Procurement Bulletin Number	B-14221
Contract Number	19-0176
Vendor Name	MAGGIO TRUCK CENTER
Doing Business As (DBA)	<a href="#">Click here to enter text.</a>
Disclosing Entity	MAGGIO TRUCK CENTER
Disclosing Entity’s Parent Entity	<a href="#">Click here to enter text.</a>
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) If you selected Other, please describe: n/a

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 2

#### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
JASPER MAGGIO	4752 BAXTER RD, ROCKFORD, IL 61109	33%	\$333,333.00
MARTIN MAGGIO	4752 BAXTER RD, ROCKFORD, IL 61109	33%	\$333,333.00
ANNETTE MAGGIO	4752 BAXTER RD, ROCKFORD, IL 61109	33%	\$333,333.00

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
JASPER MAGGIO	4752 BAXTER RD, ROCKFORD, IL 61109	33%	\$333,333.00
MARTIN MAGGIO	4752 BAXTER RD, ROCKFORD, IL 61109	33%	\$333,333.00
ANNETTE MAGGIO	4752 BAXTER RD, ROCKFORD, IL 61109	33%	\$333,333.00

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

### OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z N/A	
Name	Address
N/A	

### STEP 3

#### DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and 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.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
N/A		

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **JASPER MAGGIO**

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been 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? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? **N/A** ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? **N/A** ☐ Yes ☐ No

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **JASPER MAGGIO**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you 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? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
5. Do you hold or have you 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 office? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you 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? ☐ Yes ☒ No
9. Do you 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? ☐ Yes ☒ No
10. Do you 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 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? ☐ Yes ☒ No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### STEP 7 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **JASPER MAGGIO**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. **N/A**

### STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
SECRETARY OF	ROCKFORD CDL DRIVER	CONTRACT	\$347,646.00	12PM022015

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **MARTIN MAGGIO**

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been 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? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? **N/A** ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? **N/A** ☐ Yes ☐ No

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **MARTIN MAGGIO**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you 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? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
5. Do you hold or have you 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 office? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you 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? ☐ Yes ☒ No
9. Do you 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? ☐ Yes ☒ No
10. Do you 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 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? ☐ Yes ☒ No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### STEP 7 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **MARTIN MAGGIO**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. **N/A**

### STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
SECRETARY OF	ROCKFORD CDL DRIVER	CONTRACT	\$347,646.00	12PM022015

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **ANNETTE MAGGIO**

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been 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? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? **N/A** ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? **N/A** ☐ Yes ☐ No

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **ANNETTE MAGGIO**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you 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? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
5. Do you hold or have you 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 office? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you 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? ☐ Yes ☒ No
9. Do you 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? ☐ Yes ☒ No
10. Do you 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 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? ☐ Yes ☒ No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### STEP 7 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **ANNETTE MAGGIO**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. **N/A**

### STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
SECRETARY OF	ROCKFORD CDL DRIVER	CONTRACT	\$347,646.00	12PM022015



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STATE	SERVICES FACILITY LEASE		OVER 60 MONTHS	
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Please explain the procurement relationship: **LANDLORD TO THE SECRETARY OF STATE LOCATION AT 4734 BAXTER RD, ROCKFORD.**

### STEP 9

### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: **MAGGIO TRUCK CENTER**

Signature: \_\_\_\_\_

Date: **APRIL 26, 2020**

Printed Name: **MARTY MAGGIO**

Title: **PRESIDENT**

Phone Number: **815-874-3334**

Email Address: **MARTY@MAGGIOS.COM**

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 7 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: MAGGIO TRUCK CENTER

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes ☒ No ☐
2. Within the previous ten years, have you had any professional licensure discipline? Yes ☒ No ☐
3. Within the previous ten years, have you had any bankruptcies? Yes ☒ No ☐
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes ☒ No ☐
5. Within the previous ten years, have you had any criminal felony convictions? Yes ☒ No ☐

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

### STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
SECRETARY OF STATE	ROCKFORD CDL DRIVER SERVICES FACILITY LEASE	CONTRACT	\$347,646.00	12PM022015

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

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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: **N/A**

Business Name: **MAGGIO TRUCK CENTER**

Taxpayer Identification Number: [REDACTED]

Social Security Number: **N/A**

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

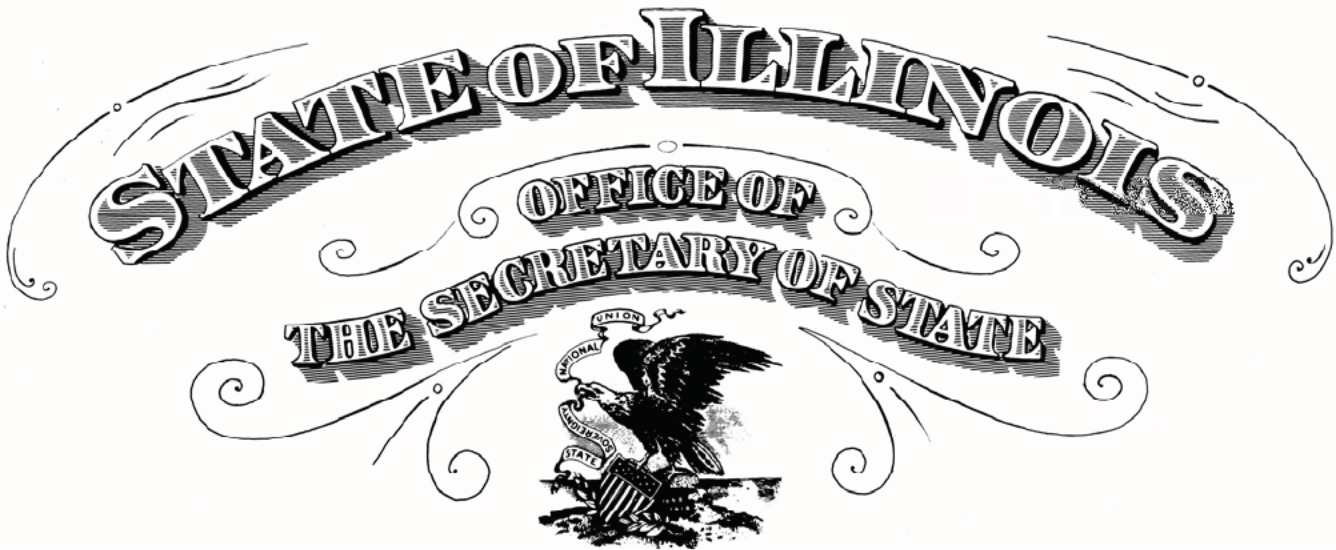
Signature of Authorized Representative: [REDACTED]

Date: **APRIL 26, 2020**



File Number

5484-448-4



***To all to whom these Presents Shall Come, Greeting:***

***I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

MAGGIO TRUCK CENTER INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 23, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

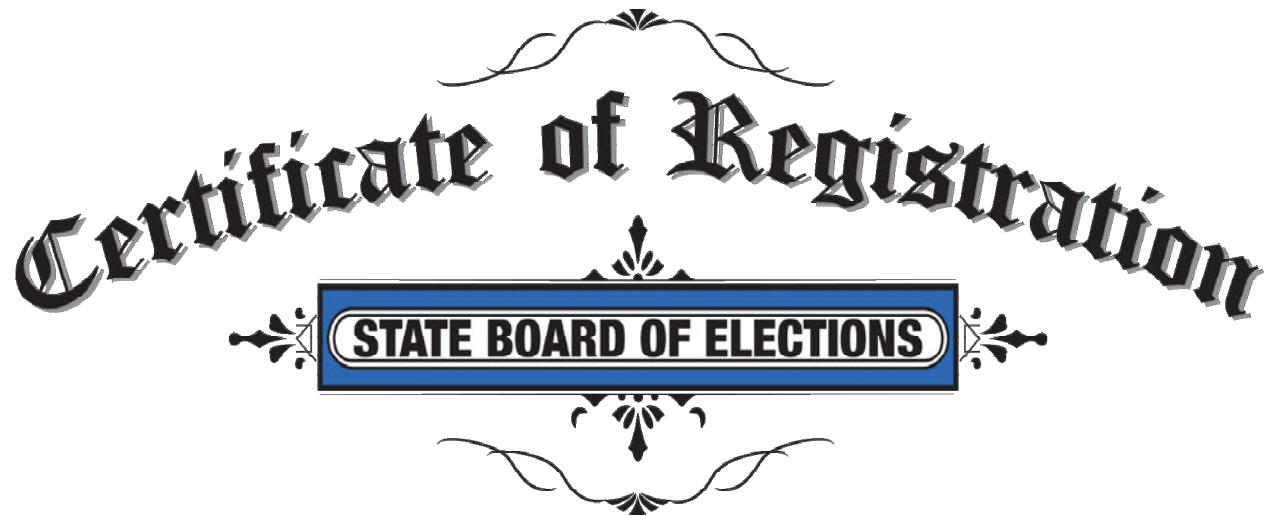


***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 24TH  
day of APRIL A.D. 2020 .***

Authentication #: 2011503394 verifiable until 04/24/2021

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE



**Registration No. 18018**

**Maggio Truck Center**

4752 Baxter Rd

Rockford IL 61109

Information for this business last updated on:

Thursday, November 23, 2017

Certificate produced on Friday, April 24, 2020 at 3:26 PM



## ATTACHMENT C-1

**MAGGIO TRUCK CENTER, INC.**  
Shareholders

Shareholder	Address	Percentage of Ownership
Jasper Maggio	4752 Baxter Road, Rockford, IL 61109	33%

## ATTACHMENT C-2

**MAGGIO TRUCK CENTER, INC.**  
Shareholders

Shareholder	Address	Percentage of Ownership
Martin Maggio	4752 Baxter Road, Rockford, IL 61109	33%



## ATTACHMENT C-3

**MAGGIO TRUCK CENTER, INC.**  
Shareholders

Shareholder	Address	Percentage of Ownership
Annette Maggio	4752 Baxter Road, Rockford, IL 61109	33%

# THA - Toll Highway Authority

## Purchase Order

Purchase Order Number

20-557THA-ENGP-P-18999

Master Contract? N

Contract/Ob #:

V E N D O R	Vendor Number: V00016595
	Maggio Truck Center
	4752 Baxter Road
	rockford, IL 61109 marty@maggios.com (815) 874-3334

S H I P T O	Ship To - CA
	2700 Ogden Avenue
	Central Administration
	Downers Grove, IL 60515 US Email: (630) 241-6800

B I L L T O	Contract Administrator
	PO Box 3094
	Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (630) 241-6800

### 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.

Shipping Method:	Freight Terms:
Shipping Terms:	Payment Terms:
Solicitation (Bid) No.: N/A	Delivery Calendar Day(s) A.R.O.: 15
Contract Begin Date: 08/19/2020	Contract End Date: 08/18/2023

Item # 1

Class-Item 968-90

3 year contract for towing and road services for Tollway-owned vehicles, equipment, and District 15 State Police vehicles that are damaged or disabled on the Tollways highway system for the M-7 coverage area. Road services include but are not limited to winching, jump starts, tire changes, and lockouts according to attached specifications.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 56,887.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 56,887.50

TAX: \$ 0.00

FREIGHT: \$ 0.00

TOTAL: \$ 56,887.50

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: \_\_\_\_\_

State of Illinois Agency or Other Purchasing Entity Illinois State Toll  
Procuring State \_\_\_\_\_ Authority

Official  
Signature: \_\_\_\_\_

Printed Name: Jose R. Alvarez

Title: Executive Director

Designee Signature: \_\_\_\_\_

Printed Name: Eric Ocomy

Title: Chief of Contract Services

Date: 08/13/2020

Legal  
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fiscal  
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: \_\_\_\_\_ Source Sel. Method: \_\_\_\_\_

Using Agency Funding Source: \_\_\_\_\_

Detailed Expenditure Object Code: \_\_\_\_\_

Approp. Acct Code: \_\_\_\_\_

Award Code: \_\_\_\_\_

Original Proc. Method: \_\_\_\_\_

Subcontractors Disclosed: \_\_\_\_\_

Subcontractors Utilized: \_\_\_\_\_

Publication Date: \_\_\_\_\_ Financing Needed: \_\_\_\_\_

IPG Cert/Disclosure Yes \_\_\_\_\_ No \_\_\_\_\_

APPROVED

By: Kimberly Rojas

Phone#: (630) 241-6800

BUYER

**Signature:**

Eric Ocomy (Aug 13, 2020 11:45 CDT)

**Email:** EOcomy@getipass.com