

The following information will become the Contract between the awarded vendor and the Illinois State Toll Highway Authority. Instructions and requirements to submit a bid response are found in the attachment titled "25-1058_Vendor Instructions and Requirements v.26.1."

**The Illinois State Toll Highway Authority
Contract**

**25-1058 Snowplow Truck Training Simulators with Software Maintenance and Support
BidBuy Bid 26-557THA-OPERA-B-50608**

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

1. SCOPE OF WORK

1.1. OVERVIEW AND PURPOSE:

The Illinois State Toll Highway Authority (Illinois Tollway) is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to its customers. The Illinois Tollway is looking for vendors who share this commitment and will help meet this goal.

- 1.2. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Tollway is seeking a vendor to furnish and deliver two (2) mobile training centers each with a Snowplow Truck Training Simulator including software maintenance and support. Mobile training centers shall be delivered with simulators installed and training area ready for use. Simulators will be used in the training and development of department truck drivers who assist with snowplowing operations. The simulator shall replicate how to drive and operate a dump truck equipped with snow removal equipment, including dump body, front plow, wing plow, and tow plow.

The vendor shall be required to furnish and deliver the following items for the Snowplow Truck Training Simulators with Software Maintenance and Support per the following:

Line #	Description	Estimated Quantity
1	24' Mobile Training Center Trailer	2
2	Snowplow Simulators	2
3	Training Services: Train the Trainer three-day, on-site training for approximately 35 Tollway staff	1
4	Five (5) years of software maintenance and support for standalone system	2
6	Project Management Implementation Services shall include 480 hours	480 hours

1.2.1. HARDWARE SPECIFICATIONS:

Mobile Center:

- 1.2.1.1.** Mobile training center on 24' trailer minimum (Exterior height 10 ft. minimum 12 ft. maximum, Width not to exceed 102 inches) with tongue mounted pintle eye or Tollway approved equal.
- 1.2.1.2.** Mobile training center powered by a gas or diesel generator rated for simulators and a 50 amp shore plug
- 1.2.1.3.** 40-gallon minimum fuel tank
- 1.2.1.4.** LED exterior and interior lighting
- 1.2.1.5.** Instructor workstation with a desk, computer, and lockable compartment to secure computer in the workstation when not in use.
- 1.2.1.6.** Mobile training center with complete heating ventilation and air conditioning (HVAC) system which includes insulation, soundproofing, electrical and data wiring.
- 1.2.1.7.** Simulator mounting kit for mobile training center
- 1.2.1.8.** Mobile training centers shall be delivered with Simulators installed and training area ready to use.
- 1.2.1.9.** The simulator shall be able to be powered from a single 115/120VAC, 20A, 60Hz outlet.
- 1.2.1.10.** Additional 115/120VAC, 20A, 60Hz outlets as determined by Tollway at time of trailer upfit.
- 1.2.1.11.** Data/phone jacks/wireless internet capability
- 1.2.1.12.** Rubber or suitable material floor covering Tollway approved
- 1.2.1.13.** Wall carpeting as needed for 2/3 or half walls

Simulator Hardware:

- 1.2.1.14.** Standalone System that will not be connected to a network.
- 1.2.1.15.** Three-channel visual system, 180-degree forward field of view using 55-inch LED, 4K, 3840 x 2160-pixel, high-resolution displays or Tollway approved equal
- 1.2.1.16.** The Cab Simulator component shall include, real truck seat (air powered), seat belt, steering components and controls, pedals
- 1.2.1.17.** Automatic transmission
- 1.2.1.18.** Active force feedback on the steering wheel
- 1.2.1.19.** High-fidelity sound system
- 1.2.1.20.** Full-service warranty should be for a minimum of one (1) year or manufacturer's standard warranty, whichever is longer from the date of delivery.

1.2.2. OPERATION SPECIFICATIONS:

Software:

- 1.2.2.1.** Standalone System that will not be connected to a network.
- 1.2.2.2.** System shall allow for five (5) years of software maintenance and support.
- 1.2.2.3.** Interactive driving simulator software with options for customization.
- 1.2.2.4.** Skills assessment software with options for customization.
- 1.2.2.5.** Automated and adaptive learning experience with evaluations
- 1.2.2.6.** A library of driver training scenarios with printable Job Aids to support new drivers and enhance experienced drivers

- 1.2.2.7.** Digital instrument cluster (LCD touch screen) shall be able to represent multiple vehicle types and allow for a selected vehicle to be displayed or selected.
- 1.2.2.8.** Simulation of the left and right-side mirrors (standard + convex on each side)
- 1.2.2.9.** Vehicle dynamics that simulate vehicle performance, including tire interactions, power train, braking systems, suspension, throttle, steering, transmission, environmental conditions (wind, rain, snow, ice)
- 1.2.2.10.** The simulator shall provide vibration feedback that represents plow movement and the increased road vibrations experienced while the plow is engaged.

Training Scenarios: Should include a library of training scenarios with the ability to be customized with Tollway specifics, but not be limited to the following:

- 1.2.2.11.** Control Operations:
 - Snowplow and Spreader – controls shall be similar, if not exact, to Tollway controls specifications as provided in **Plow Control Specifications**, Exhibit 1.
 - Material spread conditions, usage for brine, spreading, and chloride
 - Winter operations, including skid prevention and control
- 1.2.2.12.** Precision maneuvers:
 - Backing maneuvers
 - Overpass and Bridges
- 1.2.2.13.** Plowing procedures:
 - Expressway
 - Ramp
 - Main line
 - Main Plow
 - Left Wing Plow
 - Right Wing Plow
- 1.2.2.14.** Driver Awareness:
 - Fatigue
 - Visual Awareness
 - Distractions
- 1.2.2.15.** Defensive driving:
 - Perception
 - Reaction
 - Braking distances
- 1.2.2.16.** Risk zones and safety margin:
 - Bridge Icing
 - Falling Rock
 - Animal Crossings
 - Narrowing roadway and/or curves

1.2.2.17. Hazard Awareness for perception and anticipation:

- Tailgating
- Pedestrians
- Animals

1.2.2.18. Driving environments:

- Urban areas
- Suburban areas
- Rural areas
- Highway areas
- Weather conditions (Rain, Wind, Winter, Snow etc.)

Reporting:

- 1.2.2.19.** Driver evaluations with objective scoring metrics and full reporting
- 1.2.2.20.** Replay and after-action review with multiple replay views
- 1.2.2.21.** System ability to store student records

1.2.3. ADDITIONAL SPECIFICATIONS:

- 1.2.3.1.** Vendor shall provide **approximately 35** Tollway Staff with On-site Training services for “Train the Trainer” Training for the Maintenance and Operation Trainings with a minimum of three consecutive or nonconsecutive days. Training shall include, but not be limited to setting up system, operating and controlling system, preventative maintenance, software training, and any other applicable areas with the hardware and software.
- 1.2.3.2.** Four operation manuals shall be supplied either electronically or hardcopy.

1.2.4. Specification Compliance Questionnaire: Bidders are required to return with the bid a completed Specification Compliance Questionnaire (Exhibit A) with the bid. Failure to return the questionnaire at the time of bid will deem the bid non-responsive.

1.2.5. Project Management - Implementation Services: Vendor will work with the Illinois Tollway for the customization of the Specifications for Hardware, Operation, Training Scenarios and Reporting Metrics.

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

1.2.7. Manufacturer Warranty: The entire unit (with the exception of tires-and brakes) shall be warranted for a minimum of one (1) year or manufacturer’s standard warranty, whichever is longer, from the date of delivery. The warranty shall include all parts, materials, and labor at no additional cost to the Tollway. All warranty repairs shall be performed on-site at a Tollway location. Vendor shall begin warranty repairs within 48 hours of notification from the Tollway. Vendor shall complete warranty repairs as quickly as possible and send updates to the Tollway every 48 hours with regards to the status of the repairs. If the Tollway agrees that a unit needs to be returned to the Vendor for a major repair, the Vendor shall be responsible for the transportation.

- 1.2.8. Mis-shipments and Defective Merchandise:** The Vendor shall be responsible for any incorrect or damaged shipments and defective merchandise. The Vendor shall make arrangements to pick-up any unacceptable materials within forty-eight (48) hours of notification.

The Vendor shall replace the incorrect, damaged or defective merchandise or issue a credit within ten (10) business days of the return. If the replacement merchandise or a credit is not received within ten (10) business days, the Illinois Tollway shall deduct the amount of the return from any outstanding invoice at the time of payment.

The Tollway shall not be subject to restocking charges due to Vendor error. The Illinois Tollway shall not pay any restocking charges for incorrect, damaged, or defective items returned under the contract.

- 1.3. MILESTONES AND DELIVERABLES:** The awarded vendor will provide a Mobile training center with two (2) Snowplow Truck Training Simulators, including software maintenance and support, as specified to the Illinois Tollway within 1 year of starting the contract

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

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1.** Delivery will be made to the Illinois Tollway's Central Shop 3460 Finley Road Downers Grove Illinois 60515, Monday through Friday, except State holidays, between 8AM to 2PM CT.

- 1.5.2.** Vendor will notify the Tollway's Senior Manager of Fleet Assets, Bob Thomas, or alternate delivery contacts: Tom Lesniak or Shawn Lynch., three (3) business days prior to the actual date of delivery. No deliveries will be made without advance notice.

- 1.5.3.** Software Maintenance and Support including any updates, patches or fixes must be electronically delivered to: bthomas@getipass.com; akudra@getipass.com; tlesniak@getipass.com; slynch@getipass.com after contract execution.

1.6. SUBCONTRACTING:

Subcontractors are allowed.

- 1.6.1.** Will subcontractors be utilized? ☐ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property,

remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

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

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

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the Contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

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

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

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

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

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

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

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

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

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

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

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

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

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the

evaluation based on work being performed in the United States, it shall be a breach of Contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: [Click here to enter text](#)
- Value of services performed at this location: [Click here to enter text](#)
- Location where services will be performed: [Click here to enter text](#)
- Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this Contract is estimated.

2.2. VENDOR'S PRICING: Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.2.1. Vendor Must Bid on All Items to be Considered Responsive: The Illinois Tollway is providing the vendor information in section 1.2. for determining a low bidder. Vendors must bid on all items within each Group to be considered responsive. Failure to bid on all items will result in a disqualified bid. Award will be made to the responsive, responsible bidder who submitted the lowest total price for all line items. The estimated quantities of this contract are based on the terms of the contract per Section 3.1.1; unit prices will remain firm for the initial term of the contract.

2.3. ECONOMIC ADJUSTMENTS:

"This section has been left blank intentionally."

2.4. RENEWAL COMPENSATION:

"This section has been left blank intentionally."

2.5. MAXIMUM AMOUNT: The total payments under the initial term of this Contract will not exceed \$_____ without a formal amendment. The maximum amount will be entered by the State prior to execution of the Contract.

3. TERM AND TERMINATION

3.1. TERM:

3.1.1. TERM OF THIS CONTRACT: The Contract is for a one (1) time purchase and will have an initial term of six (6) years, anticipated as 2/1/2027 to 1/31/2033 or upon the last dated signature of the parties, whichever is later. The six year term is for 1 year to build and deliver the snowplow truck training simulators and five years for software maintenance and support on the snowplow truck training simulators. The five-year software maintenance and support will start upon the delivery of the two (2) mobile snowplow truck training simulators.

3.1.1.1. In no event will the maximum total term of the Contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract except when permitted pursuant to 30 ILCS 500/20-80.

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

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

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

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

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

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

3.4. AVAILABILITY OF APPROPRIATION: This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the

Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

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

Send invoices to:

Agency:	Illinois Tollway
Attn:	Accounts Payable
Address:	PO Box 3094
City, State Zip:	Lisle, IL 60532-8094
Emails:	FinanceInvoices@getipass.com

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

- 4.2. ASSIGNMENT:** This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3. SUBCONTRACTING:** For purposes of this section, subcontractors are those with Contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this Contract and any subcontract necessary to support amounts charged to the State pursuant this Contract or a subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning this Contract is being resolved unless otherwise directed by the State.
- 4.6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this Contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8. CONFIDENTIAL INFORMATION:** Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this Contract shall be disseminated except as authorized by law or with the written consent of the disclosing Party, either during the period of this Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this Contract, in whatever form it is maintained, promptly at the end of this Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this Contract.
- 4.10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's

negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this Contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

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

Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection, with limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection, with limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers Compensation insurance as required by the State of Illinois providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.
4. Technology Professional Liability Errors and Omissions Insurance appropriate to the Vendor's profession and work hereunder, with limits not less than \$5,000,000 per occurrence or claim and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

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

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

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

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

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

Work shall not commence until insurance required by this section has been obtained and documentation has been submitted to and accepted by the Illinois Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for the review of and approval by the Illinois Tollway.

Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

4.12. INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13. SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.14. COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

4.15. BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16. APPLICABLE LAW:

4.16.1. PREVAILING LAW: This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois without regard to conflict of law principles.

4.16.2. EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3. ARBITRATION: The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract.

4.16.4. OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18. CONTRACTUAL AUTHORITY:** The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master Contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a Contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide Contract performance updates to help ensure proper performance of this Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue this Contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future Contract opportunities.
- 4.23. FREEDOM OF INFORMATION ACT:** This Contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this Contract. 5 ILCS 140.
- 4.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.25.1.** Vendor warrants that the supplies furnished under this Contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e)

not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.

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

5. STATE SUPPLEMENTAL PROVISIONS

- ☐ Agency Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- ☒ **ILLINOIS TOLLWAY SUPPLEMENTAL PROVISIONS**

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

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

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

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

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

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

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

- 5.7. Vendor's Termination Duties:** The Vendor, upon receipt of notice of termination or upon request of the Tollway, shall:
- 5.7.1.** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway may require;
 - 5.7.2.** Immediately cease using and return to the Tollway any personal property or materials, whether tangible or intangible, provided by the Tollway to the Vendor;
 - 5.7.3.** Comply with the Tollway's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
 - 5.7.4.** Cooperate in good faith with the Tollway, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
 - 5.7.5.** Immediately return to the Tollway any payments made by the Tollway for services that were not rendered by the Vendor.
- 5.8. Inspector General:** The Vendor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of The Illinois State Toll Highway Authority (OIG) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Contract and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must include language informing subcontractors of this provision and their duty to comply.
- 5.9. Overtime:** If overtime is contemplated and provided for in this Contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway.
- 5.10. Venue and Illinois Law:** Any claim against the Tollway arising out of this Contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois or the U.S. District Court for the Northern District of Illinois.
- 5.10.1.** Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean The Illinois State Toll Highway Authority.
 - 5.10.2.** The State Prompt Payment Act (30 ILCS 540) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1. are inapplicable to this Contract.
 - 5.10.3.** The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.4. concerns the Tollway being an appropriated agency, it does not apply.
 - 5.10.4.** The invoice submission deadline included in the second sentence of above paragraph 4.1.6. does not apply to the Tollway. Therefore, the second sentence of paragraph 4.1.6 is inapplicable to this Contract. However, the remainder of paragraph 4.1.6 remains in effect.

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

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

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

☐ Other (describe)

6. ATTACHMENTS

- 6.1. Specification Compliance Questionnaire, Exhibit A**
- 6.2. Plow Control Specifications, Exhibit 1**
- 6.3. BidBuy Purchase Order**

The Illinois State Toll Highway Authority

Contract

25-1058 Snowplow Truck Training Simulators with Software Maintenance and Support BidBuy Bid Number 26-557THA-OPERA-B-50608

VENDOR

Vendor Name: Click here to enter text.	Address (City/State/Zip): Click here to enter text.
Printed Name: Click here to enter text.	Phone: Click here to enter text.
Title: Click here to enter text.	Email: Click here to enter text.
Signature:	Date:

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630-241-6800
Street Address: 2700 Ogden Avenue	Fax: 630-795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date:
Printed Name: Arnaldo Rivera	
Official's Title: Chairman/CEO	
Approved as to Form and Constitutionality Legal Signature:	Date:
Legal Printed Name: Samantha Sims	
Legal's Title: Assistant Attorney General, State of Illinois	
Finance Signature:	Date:
Finance Printed Name: Cathy R. Williams	
Fiscal's Title: Chief Financial Officer	

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

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

- BidBuy Requisition Reference #: R-295334
- Project Title: Snowplow Truck Training Simulators with Software Maintenance and Support
- Contract #: 25-1058
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-50608
- BidBuy / Bulletin Publication Date: As published in BidBuy
- Award Code:
- Subcontractor Utilization? ☐ Yes ☐ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

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

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

Taxpayer Identification Number:

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

or

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

Legal Status (check one):

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

Signature of Authorized Representative: _____

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