VILLAGE OF WINNEBAGO

RESOLUTION NO. 2023 - 24 R

A RESOLUTION TO APPROVE THE STATE OF ILLINOIS, CENTRAL MANAGEMENT SERVICE CONTRACT FOR JPMC ROCK SALT BULK, FY24, CONTRACT NO. 23-416-BOSS4-P-56959

ADOPTED BY THE BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS	11 th	DAY OF _	DECEMBER.	, 2023
Published in pam	phlet form by	y authority of the	Village Board of	Γrustees of the
Village of Winne	bago, Illinois	s, this	day of DECEMA	36-R , 2023

RESOLUTION EXECUTIVE SUMMARY

Prepared by:

Staff

Committee:

Public Works

Committee Date:

November 29, 2023

Resolution Title:

A Resolution to Approve the State of Illinois, Central Management

Service Contract for JPMC Rock Salt Bulk, FY24, Contract No.

23-416-BOSS4-P-56959

Village Code:

Village of Winnebago Ordinance/Resolutions

Budget Information:

Was Item Budgeted? Yes	Appropriation Amount: Not exceed \$125,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: #01-42-51	4 Budget Impact: \$27,566

Background Information:

The Village has participated in the state purchase for road salt for several years. This results in competitive fixed rate pricing, increased reliability of delivery and reduced administrative burden to the village. By participating in the survey process and providing estimated volumes, the Village has committed to take delivery of a minimum of 80% of the estimated volumes. The Village can purchase up to 120% of the estimated volumes at the contract price.

Recommendation:

To approve the purchase contract and authorize the purchase of the minimum required 80% of the estimated volume 280 tons.

Contract/Invoice:

Copy of the contract is attached, along with the listing of the current Rock Salt Participants.

RESOLUTION NO. 2023- 24R

A RESOLUTION TO APPROVE THE STATE OF ILLINOIS, CENTRAL MANAGEMENT SERVICE CONTRACT FOR JPMC ROCK SALT BULK, FY24, CONTRACT NO. 23-416-BOSS4-P-56959

WHEREAS, The Village of Winnebago utilizes a state bid process to obtain most favorable pricing and availability for road salt; and

WHEREAS, The state bidding process reduces the administrative burden on the village and provides fixed delivered pricing; and

WHEREAS, The Village is obligated to purchase 80% of their estimated usage in the contract period; and the fixed delivered pricing is valid for purchases up to 120% of the estimate amount; and

WHEREAS, Orders for truck load quantities are placed throughout the contract period; and

WHEREAS, Order period is October 1, 2023 – September 30, 2024; and

WHEREAS, The contract provided full details of the agreement; and

WHEREAS, The Village is obligated to take delivery of the specified volumes by participating in the survey

NOW THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Winnebago, in the County of Winnebago, Illinois, as follows:

SECTION I

The recitals set forth above are incorporated herein and made a part hereof.

Resolution No. 2023Page 2 of 2
SECTION II
Approval the State of Illinois, Central Management Service Contract for JPMC Rock Sa. Bulk, FY24, Contract No. 23-416-BOSS4-P-56959
Acknowledge the Vendor for this contract year is Compass Minerals America Inc., 9900 W. 109th St., Overland Park, KS, 66210.
Acknowledge the purchase price for this contract is \$ 98.45/ton delivered to the Village of Winnebago.
Acknowledge the Village is obligated to purchase a minimum of 280 tons (\$27,566) of road salt and the price is valid up to 350 tons (\$34,457.50).
Acknowledge the spending up to \$27,566, which covers the initial commitment of 280 tons, orders which will be placed during the time frame of this contract, from the General Fund-Line #01-42-514.
SECTION III
This resolution shall be effective immediately upon its passage and approval as provided by law.
La la Maha
APPROVED BY: //mw/ 1009
Franklin J. Eubank, Jr., President of the Board of Trustees of the Village of Winnebago, Illinois
ATTEST:
Sally Jo Huggins
Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

PUBLISHED IN

PAMPHLET FORM:

STATE OF ILLINOIS CONTRACT

Central Management Services JPMC Rock Salt Bulk, FY24 23-416CMS-BOSS4-P-56959

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 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.

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 IPG Active Registered Vendor Disclosure)
□ No
1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD ILLINOIS CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)
9. 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

STATE OF ILLINOIS CONTRACT

Central Management Services JPMC Rock Salt Bulk, FY24 23-416CMS-BOSS4-P-56959

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

Central Management Services JPMC Rock Salt Bulk, FY24 23-416CMS-BOSS4-P-56959

VENDOR	•
Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210
Signature	Phone: 800-323-1641
Printes Name: Jamie Standen	Fax: 913-338-7945
Title: Chief Commercial Officer	Email: highwaygroup@compassminerals.com
Date: 6/29/2023	Email Orders: highwayorders@compassminerals.com
STATE OF ILLINOIS	
Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson, 3 rd Floor	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature:	/Date: 10/31/23
Printed Name Raven DeVaughn,	
Acting Director Official's Title: by David Thomas, Agency Purchasing Officer	
Legal Signatur	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

•	Agency Reference #: 23-416CMS-BOSS4-R-170702	
@	Project Title: JPMC Rock Salt Bulk, FY24	
	Contract #: 23-416CMS-BOSS4-P-56959	
0	Procurement Method (IFB, RFP, Small Purchase, etc.): IFB	
	BidBuy / Bulletin Reference #: 23-416CMS-BOSS4-B-36907	
0	BidBuy / Bulletin Publication Date: 5/6/23	
%	Award Code: A	
0	Subcontractor Utilization? X Yes No Subcontracto	r Disclosure? X Yes No
0	Funding Source:	
•	Obligation #:	
8	Small Business Set-Aside? Yes X No	Percentage:
0	Minority Owned Business? Yes XNo	Percentage:
0	Women Owned Business? Yes XNo	Percentage:
0	Persons with Disabilities Owned Business? Tyes XNo	Percentage:
0	Veteran Owned Small Business? Tyes XNo	Percentage:
•	Other Preferences?	

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.
- 1.2.2. Rock Salt Specification Requirements:
 - a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
 - b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.
- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.
 - a. <u>Minimum 80% Commitment</u>: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
 - b. <u>Minimum 100% Commitment</u>: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. <u>Maximum 120% Commitment</u>: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. <u>Purchase Percentages for IDOT</u>: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the 300(0.8) = 240 tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document

the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

b. <u>Method of Measurement</u>: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B$$
; Where A < 1.0 and B - C > 600

Where:

A = Adjustment factor

B = Net weight shown on the delivery ticket from IWC1

C = Net weight on the vehicle determined from

independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

c. <u>Deductions</u>: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

<u>Moisture Content</u>: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GRFATFR THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- c. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- f. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

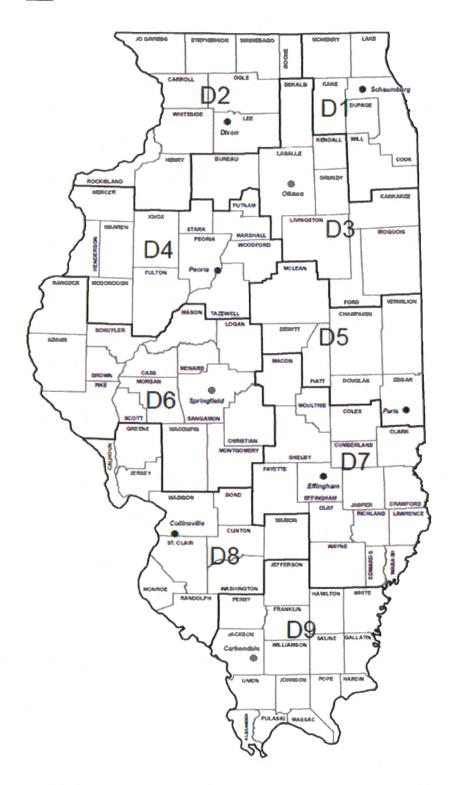
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



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. 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.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. <u>Delivery Invoices</u>: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line	ltem#	Description	Quantity	Ordering Entity
	1	XXXXXXXXX	XXX	XXXXXXX
	2	XXXXXXXXX	XXX	XXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
 - 1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
 - 2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.
- d. VENDOR NOTIFICATION Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

https://www.mvr.usace.armv.mil/Missions/Navigation/Navigation-Status/

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.
- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. <u>Delivery Time</u>: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. <u>Delivery Schedule</u>: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. <u>Delivery Locations</u>: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. <u>Payment of Tolls</u>: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. <u>Delivery Tickets</u>: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

- 1.5.6. <u>Delivery Requirements</u>: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.
- 1.5.7. <u>Delivery Method</u>: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

<u>Liquidated Damages</u>: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6.

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SUBCO	INTRACTING
Subcon	itractors are allowed.
1.6.1.	Will subcontractors be utilized?
	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 Illinois Standard Certifications completed by the subcontractor.
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: Please see attached list.
	Amount to Be Paid:
	Address:
	Description of Work:
	Subcontractor Name:
	Amount to Be Paid:

Address:

Description of Work:

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

- 1.6.3. If the annual value of any the 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 into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

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

If yes is checked, then the Vendor certifies:

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

Value of services performed at this location: Please see attached List.

• Location where services will be performed:

Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.
 - a) Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.
- **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.
- **2.3 EXPENSES ALLOWED:** Expenses are not allowed.
- **2.4 DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.
- **VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.
- **2.6 MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2024.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60
- 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: N/A

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

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

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

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

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

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

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

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

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (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:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

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

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

- 4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, 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, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

- \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- **4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

- 4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 III. Adm. Code 750.
- 4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- **4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- **4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

- **4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- **4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

5. STATE SUPPLEMENTAL PROVISIONS

\boxtimes	Agency Definitions
5.1.	"Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
5.2.	"Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.
	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.
\boxtimes	Agency Specific Terms and Conditions
5.3.	The Chief Procurement Officer for General Services makes this contract available to all governmental units.
5.4.	Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.
5.5.	The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.
5.6.	Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
5.7.	The credit or liability of each governmental unit shall remain separate and distinct.
5.8.	Disputes between vendors and governmental units shall be resolved between the affected parties.
5.9.	All terms and conditions in this Contract apply with full force and effect to all purchase orders.
\boxtimes	Other (describe)

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	Compass	96.05 80%	2500		1 4	Knox	PC BOX 1387 Galesburg. L 61402-1387	Galesburg, City of
	Compass	92.48 80%	1000		2 (Jo Daviess	101 Green Street. PO Box 310. Galena IL 61036	Galena, City of
	Comr	88.30 80%	150		ا س	Kendall	Box 122 Millbrook. IL 60536-0122	Fox Township Highway Dept.
	Compass	95.37 80%	352		2	Boone	3100 Town Hall Rd. Belvidere. IL 61008	Flora Township Road District
	Compass	96.54 100%	66		4	Fulton	322 E. Fort St. Farmington IL. 61531	Farmington, City of
-	Compass	90.91 80%	308		4	Woodford	111 W. Court St., Eureka, IL 61530	Eureka, City of
-	Compass	79.42 80%	2000		Н	Cook	7330 Fullerton Ave., Elmwood Park, IL. 60707	Elmwood Park, Village of
oass P-56959	Compass	86.09 100%	1000		1	Kane	1900 Holmes Rd, Elgin, IL 60123	Elgin, City of
pass P-56959	Compass	83.04 80%	3014		4	Tazewell	2232 East Washington Street, East Peoria, Il 61611	East Peoria, City of
pass P-56959	Compass	92.17 80%	1800		2	Rock Island	1200-13th Ave., East Moline IL. 61244	East Moline, City of
pass P-56959	Compass	96.48 80%	200		2	Jo Daviess	1955 N Blackjack Rd. Galena IL 610365	East Galena Township
pass P-56959	Compass	100.33 100%	650		2	Jo Daviess	261 Sinsinawa Avenue	East Dubucue, City of
pass P-56959	Compass	98.33 100%	396		2	Jo Daviess	PC Box 124, East Dubuque, IL 61025	Dunleith Tawnship
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pass P-56959	Compass	98.45 80%	600		ω	DeKalb	DeKalb County Highway Dept Sycamore t 1826 Barber Greene Road, DeKalb, IL 60115	DeKalb County Highway Dept Syca
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pass P-56959	Compass	97.08 80%	250		ω	DeKalb	DeKalb County Highway Dept Kingston Tv 1826 Barber Greene Road, DeKalb, IL 60115	De⊀alb County Highway Dept King
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pass P-56959	Compass	98.54 80%	365		ω	DeKalb	DeKalb County Highway Dept Cortland Tv 1826 Barber Greene Road, DeKalb, IL 60115	De⊀alb County Highway Dept Corl
pass P-56959	Compass	81.40 80%	800		ш	Lake	465 Elm Street Deerfield Illinois 60015	Deerfield, Village of
pass P-56959	Compass	105.92 80%	1210		5	Vermillion	1155 E. Voorhees St., Danville, IL 61832	Danville, Cty of
pass P-56959	Compass	105.92 80%	800		5	Vermillion	18 Southgate Ct., Tilton, II. 61833	Danville Township Road District
pass P-56959	Compass	81.94 80%	1210		ш	Lake	28160 W. Cuba Road, Barrington, I⊥ 60010	Cuba Township Road District
pass P-56959	Compass	79.52 100%	80		<u>ب</u>	Will	295 W Burville Rd., Crete, IL 60417	Crete-Monee School Dist. #201-U
pass P-56959	Compass	84.05 100%	500		<u></u>	McHenry	6550 Olson Road, Union, IL 60180	Coral Township Hwy. Dept.
pass P-56959	Compass	92.08 80%	900		2	Winnebago	806 E. State St. Cherry Valley, IL. 61016	Cherry Valley, Village of
pass P-56959	Compass	90.30 80%	22		<u> </u>	McHenry	255 Briargate Road Cary, IL. 60013	Cary Park District
pass P-56959	Compass	86.79 100%	600		4	0 Fulton	City of Canton, 2 North Main Street, Canton, IL. 61520	Canton, Ciry of
pass P-56959	Compass	96.79 80%	125		4	Fulton	1013 West Locust Street, Canton IL 61520	Canton Township
pass P-56959	Compass	94.75 80%	110		6	Brown	708 S Capitol, Mount Sterling, IL 62353	Brown County Hwy. Dept.
pass P-56959	Compass	81.56 80%	600		ω	Kendall	P.O. BOX 165 , BRISTOL, IL 60512	Bristol Township Hwy. Dept.
pass P-56959	Compass	77.37 100%	1012		L	eof Cook	7500 S Oketo Ave Bridgeview 60455; invoice@villageolCook	Bridgeview, Village of
pass P-56959	Compass	95.37 80%	484		2	Boone	8200 Fairgrounds Road, Belvidere, IL 61008	Belvidere Township
pass P-56959	Compass	79.44 80%	3500		⊢	Kane	200 N. Raddant Rd. Batavia, IL 60510	Batavia, Ciry of
pass P-56959	Compass	82.44 80%	500		↦	Cook / Lake	300 Raymond Avenue, Barrington, Illinois 60010	Barrington. Village of
pass P-56959	Compass	84.44 100%	300		Ľ	Lake	515 W Main St, Barrington IL. 60010	Barrington CUSD #220
pass P-56959	Compass	81.22 80%	180		ь	Lake	2275 Telegraph Road, Bannockburn, IL 60015	Bannockburn, Village of
pass P-56959	Compass	76.87 80%	1400		<u>ш</u>	Cook	4500 W 123rd St, Alsip IL 60803	Alsip, Village of
for FY24 PO	Vendor	Price/Ton %	ion	initial Fili	DISTRICT.	County	Address Billing	CHUVALIE
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Park Ridge, Niles School Dist. #64	Pana, City of	Palos Park, Village of	Oswego Township Road District	Oakton College	Oakton College	Nunda Townhip Raod District	North Aurcra, Village of	Mundelein. Village of	Moline, City of	Menominee Township	McLean County Highway Dept.	McHenry School District 15	McHenry High School Dist.156	ghway Dept.	Marseilles, City of	Marengo, City of	Marengo Township Hwy. Dept.	Marengo Community High School Dist. #1! 110 Franks Road, Marengo, IL 60152	Manteno Township	Manchester Township	Macon County Highway Dept.	Lisbon Township Road. Dist	Lincolnshire, Prairie View School Dist. 103 111 Barclay Blvd., Lincolnshire, IL 60069	Leroy Tow ship	hip Road Dist.					Lake in the Hills, Village of	of	of		Kendall County Hwy. Dpt.	Highland Park, City of	Hawthorn Woods, Village of	Hawthorn School Dist #73	Hardin County Highway Dept.	Hanover, Village of	Greenwood Township Road Dist.	Grafton Township Road Dist.	Genoa Kingston Cusd. #424	UnitName
8182 W Greendale Ave. Niles IL 60714	120 E Third St, Pana, IL 62557	8999 123rd Street, Palos Park, IL 60464	1150 State Rt. 25, Oswego, II 60543	1600 E. Golf Rd., Des Plaines, IL 60016	1600 E. Golf Rd., Des Plaines, IL 60016	3518 Bay Road Crystal Lake, IL 60012	25 East State Street North Aurora, Illinois 60542	80± Allanson Road, Mundelein, IL 60060	3635 4th Avenue, Moline, IL 61265	7547 North Menominee Road, East Dubuque, IL 61025 Jo Daviess	102 S. Towanda-Barnes Road, Bloomington, IL 61705	1011 N. Green Street, McHenry, IL 60050	47 [*] .6 W. Crystal Lake Rd., McHenry, IL. 60050	2736 North Avenue, Metropolis, IL 62960	209 Lincoln Street, Marseilles II. 61340	132 E. Prairie Street, Marengo, IL 60152	4010 N IL RT 23, Marengo, IL 60152	110 Franks Road, Marengo, IL 60152	1030 Boudreau Road, Manteno, IL 60950	20904 Grade School Rd., Caledonia, IL 61008	2405 N Woodford St., Decatur, IL 62526	14492 Lisbon Rd Newark IL 60541	111 Barclay Blvd., Lincolnshire, IL 60069	9743 Blaine Rd., capron, IL 61012	931 First Street, LaSalle, IL 61301	111A S. Broad Street, Lanark, IL 61046	25:00 Lake Ave Lakewood IL 60014	28581 Illinois Route £20, Lakemoor, IL 60C51	70 E. Main Street, Lake Zurich, IL 60047	9010 Haligus Road, Lake in the Hills, IL 60156	19351 W. Washington St., Grayslake, IL 60030	40 E Center Ave, Lake Bluff, II 60044	9925 B Rt. 47 Yorkville, IL 60560	6730 Route 47, Yorkville, IL 60560	1150 Half Day Road, Highland Park, IL. 60035	2 Lagoon Drive, Hawthorn Woods, IL 60047	841 West End Court, Vernon Hills, IL 60061	P.O. Box 216, Elizabethtown, IL 62931	P.O. Box 12A, Hanover, IL 61041	5211 Miller Road, Wonder Lake, IL 60097	10109 Vine St. Unit A, Huntley, IL 60142	980 Park Ave. Genoa IL. 60135	Address Billing
Cook	Christian	Cook	Kendall	Cook	Cook	McHenry	Kane	Lake	Rock Island	25 Jo Daviess	McLean	McHenry	McHenry	Massac	LaSalle	McHenry	McHenry	McHenry	Kankakee	Boone	Macon	Kendall	Lake	Boone	LaSalle	Carroll	McHenry	McHenry	Lake	McHenry	Lake	Lake	Kendall	Kendall	Lake	Lake	Lake	Hardin	Jo Daviess	McHenry	McHenry	DeKalb	County
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82.51 80%	106.12 80%	73.82 80%	81.44 100%	82.36 80%	82.36 80%	77.44 100%	79.44 80%	81.22 80%	88.17 80%	102.33 100%	88.84 80%	84.40 80%	88.40 80%	106.10 100%	89.33 80%	82.80 80%	82.80 80%	85.30 80%	83.29 80%	94.45 80%	97.13 80%	89.47 80%	81.40 80%	92.34 80%	96.33 80%	99.35 80%	84.44 80%	81.40 80%	80.90 80%	84.55 100%	79.24 80%	79.24 100%	82.56 80%	78.56 80%	80.90 80%	81.40 80%	81.22 80%	110.22 100%	98.09 100%	81.94 100%	83.30 80%	98.30 80%	Price/Ton %
Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Compass	Vendor
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86	715	83	546	69	70	267	189	223	413	364	689	266	265	884	558	264	263	262	534	334	801	544	220	333	556	342	261	260	219	259	217	216	543	542	215	214	213	870	362	253	252	498	Line .

State, IDCT - LINCOLN (TS# 622) Illinois De	122)	٢	IDCT - LAKE COUNTY (TS# 116L)	ェ	State, IDCT - HARRISBURG (TS# 922) Illinois De	State, IDCT - GRAYSLAKE (TS# 115) Illinois De	State, IDCT - FOX LAKE (TS# 115B) Illinois De	State, IDCT - FITHIAN (TS# 541) Illinois De	State, IDCT - FARMINGTON (TS# 422A) Illinois De	State, IDCT - FAIRFIELD (TS# 741) Illinois De	State, IDCT - ENFIELD (TS# 942) Illinois De	State, IDCT - ELIZABETHTOWN (TS# 922E) Illinois De	State, IDCT - ELGIN SHALES PKWY (TS# 12: Illinois Department of Transportation Attn: Financial S Kane	State, IDCT - EISENHOWER (TS# E23) Illinois De	State, IDCT - DWIGHT (TS# 334B) Illinois De	State, IDOT - DAN RYAN (TS# E25) Illinois De	State, IDCT - CARTHAGE (TS# 615) Illinois De	State, IDGT - CARPENTERSVILLE (TS# 129G Illinois Department of Transportation Attn: Financial S Kane	State, IDOT - CARLINVILLE (TS# 626) Illinois De	State, IDOT - CAIRO (TS# 931C) Illinois De	State, IDOT - BROWNS (TS# 741B) Illinois De	State, IDOT - BELGRADE (TS# 923B) Illinois De	State, IDOT - BARRY (TS# 611B) Illinois De	State, IDOT - ANNA (TS# 931) Illinois De	State, IDOT - ALGONQUIN TWSHP (TS# 11' Illinois De	State, IDOT - ALGONQUIN (TS# 129F) Illinois De	State, DOC-Stateville Correctional Center Attention	Spring Township 3150 Sha	South Elg.n, Village of 10 N. Wa		•	Round Laxe Park, Village of 203 Lakes				Rock Island County Highway Dept. P.O. 3ox	Riley Towhship Road Dist. 8910 IL R	Quincy, C'ty of - Central Services Dept. 2020 Jenr	Pu aski County Hwy. Dept. PO Box 9	Village of	Plano, City of 17 E. Mai	Peoria, Citw of 3505 N D	UnitName Address Billing	
Illinois Department of Transportation District 6 126 E Logan		Illinois Department of Transportation Attn: Financial S. Lake	Illinois Department of Transportation Attn: Financial S Lake	Illinois Department of Transportation Attn: Financial Sc Lake	Illinois Department of Transportation District 9 PO Bo Saline	Illinois Department of Transportation Attn: Financial S. Lake	Illinois Department of Transportation Attn: Financial ScLake	Illinois Department of Transportation District 5 Attn: S Vermillion	Illinois Department of Transportation Region Three / C Fulton	Illinois Department of Transportation 400 West Waba: Wayne	Illinois Department of Transportation District 9 PO Bo Hamilton	State, IDCT - ELIZABETHTOWN (TS# 922E) Illinois Department of Transportation District 9 PO Bo Hardin	epartment of Transportation Attn: Financial Si Kane	Illinois Department of Transportation Attn: Financial S. Cook	Illinois Department of Transportation 700 E. Norris Dr. Livingston	Illinois Department of Transportation Attn: Financial Scook	Illinois Department of Transportation District 6 126 E Hancock	epartment of Transportation Attn: Financial S. Kane	Illinois Department cf Transportation District 6 126 E Macoupin	Illinois Department cf Transportation District 9 PO Bo Alexander	Illinois Department cf Transportation 400 West Wabas Wabash	Illinois Department cf Transportation District 9 PO Bo Massac	Illinois Department cf Transportation District 6 126 E Pike	Illinois Department cf Transportation District 9 PO Bo Union	State, IDOT - ALGONQUIN TWSHP (TS# 11'Illinois Department cf Transportation Attn: Financial S. McHenry	Illinois Department cf Transportation Attn: Financial S. McHenry	Attention Business Administrator, 16830 Rt 53, PO Box Will	3150 Shattuck Rd., Garden Prairie, IL 61038 Boone	10 N. Water Street, South Elgin, IL 61077 Kane	9300 Weber Park Place Skokie, IL. 60077 Cook	906 Muir Ave, 2nd Floor, Lake Bluff, IL 60044 Lake	203 Lakeshore Dr., Round Lake Park, IL 60073 Lake	300 E. Center St., Bock City, IL 61070 Stephenson	IL 61201	P.O. 3ox 797, Milan, IL. 61264 Rock Island	P.O. 3ox 797, Milan, IL. 61264 Rock Island	8910 IL Route 23, Marengo, IL 60152 McHenry	2020 Jennifer lane, Cuincy, IL 62301 Adams	PO Box 97 Villa Ridge, IL 62996 Pulaski	3125 Barreville Road. Prairie Grove, IL 60C12 McHenry	17 E. Main St., Plano, IL 60545 Kendall	3505 N Dries Lane, Peoria, IL 61604 Peoria	Billing County	
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87.84 80%	86.04 80%	80.90 80%	79.24 80%	81.40 80%	91.36 80%	78.74 80%	80.24 80%	105.92 80%	98.54 80%	98.22 80%	97.22 80%	110.22 80%	85.06 80%	78.72 80%	93.58 80%	77.37 80%	93.58 80%	85.56 80%	88.74 80%	95.43 80%	94.36 80%	106.10 80%	91.74 80%	95.43 80%	81.94 80%	84.05 80%	81.36 80%	95.37 80%	85.06 80%	82.51 80%	79.24 80%	79.24 80%	98.45 80%	87.92 80%	91.50 80%	88.17 80%	82.80 100%	95.60 80%	110.43 80%	80.90 80%	81.59 80%	84.04 100%	Price/Ton %	FY24 BIG FY24 ION
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724	585	234	233	232	895	230	229	700	584	813	869	871	198	114	574	112	720	197	729	865	811	885	744	898	273	272	310	337	193	99	227	226	436	419	417	418	270	707	890	268	548	619	Line .	FYZ4 BIO

Winnebago, Village of Winthrop Harbor, Village Of	Wheeling, Village of Winnebago Township Hwy. Dept.	Wheaton Park District	Wauconda, Village of	Wauconda Community Unit School Dis	Wabash County Hwy. Dept.	Valo, Village of	Virden, City of	Villa Park School Dist. #45	Vermilion County Highway Dept.	Valley View School Dist. 365U	Union, Village of	Triton College District #504	Sycamore, City of	State, Tollway-Rt.47	State, Toll-way-Rt.251	State, Toll:way-M-08	State, Tollway-M-03	State, Illinois Secretary of State - Purcl	State, Illinois Secretary of State - Purcl	State, IDOT - WATERMAN (TS# 346B)	State, IDOT - VIENNA (TS# 923)	State, IDO - TOWANDA (TS# 517)	State, IDO - STEVENSON (TS# E26)	State, IDO $^{-}$ - SILVIS (TS# 211A)	State, IDOT - QUINCY (TS# 612)	State, IDOT - MILAN (TS# 211)	State, IDOT - MCHENRY TWSHP (TS# 1	State, IDO ⁻ - MARION (TS# 921)	State, IDOT - LYNN CENTER (TS# 212)	UnitName	
108 W. Main St. Wimnebago II. 61088 830 Sheridan Road, Winthrop Harbor, IL 60096	77 W. Hintz Road, Winnehago, II. 61088	102 E. Wesley St., Wheaton, IL 60187	302 Slocum Lake Road, Wauconda, IL 60084	Wauconda Community Unit School Dist. #: 555 N. Main St., Wauconda, IL 60084	11324 N 1550 Blvd, Mt. Carmel, IL 62863	500 S. Fish Lake Rd., Volo, IL 60073	1C1 W. JACKSON ST. VIRDEN, IL 62690	255 W. Vermont, Vil a Park, IL 60181	2732 Batestown Road, Oakwood, IL 61858	8C1 Normantown Rd. Romeoville, IL 60445	17703 O Cock Road, PO Box 102, Union, IL 60180	2000 Fifth Ave.	475 N Cross St, Sycamore, IL 60178	P.O. Box 3094, Lisle, IL 60532-8094 or financialinvoice: Kane	P.O. Box 3094, Lisle, IL 60532-8094 or financialinvoice: Ogle	P.O. Box 3094, Lisle, IL 60532-8094 or financialinvoice: DuPage	P.O. Box 3094, Lisle, IL 60532-8094 or financialinvoice: Cook	State, Illinois Secretary of State - Purchasir Illinois Secretary of State, Physical Services - Fiscal Ope Sangamon	State, Illinois Secretary of State - Purchasir Illinois Secretary of State, Physical Services - Fiscal Ope Sangamon	Illinois Department of Transportation 700 E. Norris Dr. DEKALB	Illinois Department of Transportation District 9 PO Bo Johnson	Illinois Department of Transportation District 5 Attn: S McLean	Illinois Department of Transportation Attn: Financial S Cook	Illinois Department of Transportation Discrict 2 819 D Rock Island	Illinois Department of Transportation District 6 12	Illinois Department of Transportation District 2 81	State, IDOT - MCHENRY TWSHP (TS# 117D Illinois Department of Transportation Attn: Financial S McHenry	Illinois Department of Transportation District 9 PO Bo Williamson	Illinois Department of Transportation District 2 81	Address Billing	
Winnebago Lake	Cook Winnehago	DuPage	Lake	Lake	Wabash	Lake	Macoupin	DuPage	Vermillion	Will	McHenry	Cook	DeKalb	ce: Kane	ce: Ogle	ce: DuPage	ce: Cook	pe Sangamon	pe Sangamon	Dr. DEKALB	Bo Johnson	: S McLean	I S ₁ Cook	D Rock Island	126 E Adams	819 D Rock Island	S McHenry	Bo Williamson	819 D Henry	County	
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98.45 80% 77.15 80%	82.31 80% 100 45 80%	84.41 100%	82.40 80%	81.40 100%	109.89 80%	79.24 80%	96.74 80%	83.36 100%	105.92 80%	80.15 80%	86.55 100%	77.51 80%	93.54 80%	86.09 80%	91.40 80%	78.29 80%	80.01 80%	122.37 100%	122.37 100%	92.54 80%	108.23 80%	88.84 80%	79.42 80%	88.17 80%	95.75 80%	88.17 80%	80.90 80%	94.43 80%	94.48 80%	Price/Ton %	FY24 Bid FY24 Ton
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459 241	139 458	167	239	238	812	237	731	163	701	319	276	135	505	203	401	161	126	758	759	503	883	692	123	425	709	424	274	906	354	Line .	FY24 Bid