### STATE OF ILLINOIS INVITATION FOR BID

Illinois Department of Transportation
Aggregates
Reference No. 2018-AGG

The Illinois Department of Transportation (IDOT) hereinafter referred to as the Department, requests bids from responsible vendors to meet its needs. A brief description is set forth below for Bidder's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes a Bid.

#### **Brief Description:**

The Illinois Department of Transportation is seeking bids from multiple qualified vendors for the purchase of various types of aggregates on an as needed basis for the nine (9) IDOT Districts. The Department anticipates multiple awards will be given to responsive and responsible bidders for the various aggregate types listed below. The requested aggregates shall conform to the requirements of the Department of Transportation Standard Specifications for Road and Bridge Construction adopted April 1, 2016 or any revisions that follows.

The resulting contract with the awarded Bidder(s) shall have an initial term of upon execution to December 31, 2019. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. This contract does not have a renewal option.

Please read the entire solicitation package and submit a Bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the price proposal which will constitute the Bid. Do not submit the instructions pages with the Bid. Bidders should keep the instructions and a copy of its Bid for future reference.

Bids that do not adhere to Form and Content of Bid requirements may not be considered for award.

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

# STATE OF ILLINOIS OUTLINE

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### **OUTLINE**

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#### **SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION**

- **A.1 HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Bidder's situation, then enter "N/A" into the text field. Please enter the requested information or N/A into every red text field.
- **A.2 CONTRACT INFORMATION:** Please note that the CONTRACT section of this solicitation will be used as the contract between the State of Illinois and the awarded vendor. The Financial Disclosures and Conflicts of Interest, Disclosure of Business Operations in Iran, and Standard Certifications will become part of the contract.
- **A.3 PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Transportation Procurement Bulletin (Bulletin):

http://www.idot.illinois.gov/doing-business/procurements/other-procurement-opportunities/index

Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to monitor the website for additional information and addendums.

**A.4 SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Bidders may only communicate with the Solicitation Contact. The Department shall not be held responsible for information provided by or to any other person.

Solicitation Contact: Megan Seitzinger	Phone: 217-524-3938
Illinois Department of Transportation	Fax: 217-782-5634
Street Address: 2300 S Dirksen Parkway, Room 302	TDD: 217-524-4875
City, State Zip: Springfield, IL 62764	
Email: megan.e.seitzinger@illinois.gov	

A.5 BIDDER QUESTIONS AND DEPARTMENT RESPONSE: All questions, other than questions raised at the Bidder Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than August 18, 2017. Questions received and Department responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin. Suspected errors should be immediately reported to the

Solicitation Contact identified above. Do not discuss, directly or indirectly, the solicitation or any Bid with any State officer or employee other than the Solicitation Contact.

### A.6 REQUIRED MEETINGS

Bidder Conference/Site Visit:	Yes      L	_ No
Mandatory Attendance:	☐ Yes 🛭	ΩNα

If attendance is mandatory, Bidder (current Vendor included) will be disqualified and considered Non-Responsive if Bidder does not attend, is not on time, leaves early or fails to sign the attendance sheet. Bidder must allow adequate time to accommodate security screenings at the site.

Date: August 9, 2017

Time: 10:00 AM CST to 12:00 PM CST Location: District 7 Headquarters

400 W Wabash Effingham, IL 62401

Date: August 10, 2017

Time: 10:00 AM CST to 12:00 PM CST Location: District 9 Headquarters

2801 West Murphysboro Road

Carbondale, IL 62901

Date: August 16, 2017

Date: August 22, 2017

Time: 10:00 AM CST to 12:00 PM CST Location: Central Office Headquarters 2300 S. Dirksen Parkway Springfield, IL 62764

Time: 10:00 AM CST to 12:00 PM CST Location: District 2 Headquarters

819 Depot Ave. Dixon, IL 61021

- **A.7 BID DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF BIDS:** Bids will be opened at the Submit/Deliver Bids To address below at the Bid Due Date & Time specified.
  - A.7.1 Bid Due Date & Time

Date: September 5, 2017

Time: 2:00 PM CST

A.7.2 Bid Firm Time: Vendor's Bid must remain firm for 60 days from opening.

A.7.3 Submit/Deliver Bids To: Label (outside of envelopes/containers):

Illinois Department of Transportation	"Sealed Bid – Do Not Open"
Attn: Megan Seitzinger	Project Title & Reference #: Aggregates/ 2018-AGG
2300 S Dirksen Parkway, Room #302	Due Date & Time: September 5, 2017 @2:00 PM CST
Springfield, IL 62764	Vendor Name
	Vendor City, State and Zip

Please note: if you are enclosing your sealed bid in a carrier's container, write <u>Aggregates</u> **2018-AGG** on the outside of that container so we can process your package accordingly and without delay

- **A.8 ORGANIZATION REQUIRED**: Bids may be submitted in as few as three and as many as five packets. Please follow these instructions carefully.
  - A.8.1. Packet 1 shall contain the Contract section and if applicable a Redacted copy (Section 1, Part A.15).
  - A.8.2. Packet 2 shall contain the Bid (Section 2, Part B).

If applicable, the packet shall also contain Exceptions to Solicitation Contract Terms and Conditions (Attachment II).

- A.8.2.1. Exceptions must be provided on the Exceptions to Solicitation Contract Terms and Conditions form or must be in a substantially similar format. Department discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Bid.
- A.8.2.2. Additional Bidder Provisions may be stated on this form and should not include exceptions to Department specifications, terms and conditions, warranty requirements, or any other part of this solicitation. This is supplemental information that supports a Bidder's position or, for example, a Bidder's licensing agreement.
- A.8.3. ATTACHMENTS AA through JJ-Packet 3, Tab 1
- A.8.4. ATTACHMENT II- SUPPLEMENTAL PROVISIONS-Packet 3, Tab 2

Offer Supplemental Provisions (This does not include exceptions to Department specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an offeror's position or, for example, an offeror's licensing agreement).

- A.8.5. **OFFEROR PROVIDED CONFIDENTIAL DOCUMENTS AND ATTACHMENT II EXCEPTIONS** Packet 3 Tab 3
  - A.8.5.1. Any additional material, confidential documents, and any exceptions must be noted on this page.
  - A.8.5.2. Exceptions must be provided on Department's Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.
  - A.8.5.3. Department discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror's offer.

### Separately seal and label each packet.

**A.9 SUBMISSION OF BIDS**: The Bid must be submitted in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the Bulletin reference number, the packet number, the Bidder's name and the wording: "Sealed Bid – Do Not Open." The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes.

Subject Matter	# of Hard Originals	# of Hard Copies	# of CDs or USB flash drives
Contract and if applicable a Redacted copy – PACKET 1	1	None	Scan ALL documents (all packets) to 1 CD or USB
SECTION 2 Part B (BID) and applicable forms in SECTION 3 Part C – PACKET 2	1	None	Same CD/USB above
ATTACHMENTS AA through JJ-PACKET 3, Tab 1	1	None	Same CD/USB above
ATTACHMENT II-Offeror Provided Confidential Documents and Attachment II-Packet 3, Tab 2	1	None	Same CD/USB above

- **A.10 SECURITY**: Bid Bond \$ N/A /Performance Bond \$ N/A. If a Bid Bond is required, Bidder must submit the Bid Bond with the Bid. If a performance bond is required, Bidder must submit the Performance Bond to the solicitation contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- **A.11 SMALL BUSINESS SET-ASIDE:** Yes No. If "Yes" is marked, Bidder must be qualified by the Small Business Set-Aside Program at the time Bids are due in order for the Bid to be evaluated. For complete requirements and to qualify Bidder's business in the Small Business Set-Aside Program, visit (<a href="https://ipg.vendorreg.com/FrontEnd/VendorSearchRegistry.asp?TN=ipg&XID=7599">https://ipg.vendorreg.com/FrontEnd/VendorSearchRegistry.asp?TN=ipg&XID=7599</a>).
- **A.12 MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Bidder 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.
- A.13 FEDERAL FUNDS: N/A
- **A.14 EMPLOYMENT TAX CREDIT:** Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits unless prohibited by federal law. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.15 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Bidder may view the full text at (<a href="http://www.ilga.gov/legislation/ilcs/ilcs.asp">http://www.ilga.gov/legislation/ilcs/ilcs.asp</a>). The Illinois Procurement Code (30 ILCS 500/et seq.) and the Standard Procurement Rules (44 III. Adm. Code Part 6) are applicable to this solicitation.

A.16 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Bids become the property of the State. All Bids will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Bidder requests in its Bid that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Bidder's name, the substance of the Bid, and the price.

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submitting Bids in Section A.8) of the bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure. Bidder must label the attachment as "Redacted" and return it in Packet 1.

Bidder will hold harmless and indemnify the State for all costs or damages associated with the State defending Bidder's request for confidential treatment. Bidder agrees that the State may copy the Bid to facilitate evaluation, or to respond to requests for public records. Bidder warrants that such copying will not violate the rights of any third party.

- A.17 **RESERVATIONS:** Bidder must read and understand the solicitation and tailor the Bid and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all bids, award by item, group of items, or grand total, and waive minor defects. The State may request a clarification, inspect Bidder's premises, interview staff, request a presentation, or otherwise verify the contents of the Bid, including information about subcontractors and suppliers. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that the Bidder provide additional information and otherwise cooperate with the State. If a Bidder does not comply with requests for information and cooperate, the State may reject the Bid as Non-Responsive to the solicitation. Submitting a Bid does not entitle the Bidder to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Bid. Awarded vendor(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- **A.18 AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the lowest responsive and responsible Bidder. The State will post a notice to the applicable Bulletin identifying the apparent low cost Bidder. The State may accept or reject a Bidder's Bid as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, the State may reject the Bidder's Bid and begin negotiations with another Bidder. Awards are not final until all protests are resolved.
- **A.19 REFERENCES:** Yes No. If "Yes" is marked, Bidder must provide references from established private firms or government agencies other than from the Department, which can attest to Bidder's experience and ability to perform

the contract that is the subject of this solicitation.	Bidder must provide the name, contact information and a
description of the supplies or services provided using the	e form in Section 3, Part C.2.

Number and type of References: N/A

**A.20 INVOICING ADDRESS:** The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. Send invoices to:

See Section 4.1.7 of the contract for Invoice Addressees.

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

**A.21 PROTEST REVIEW OFFICE**: Bidders may submit a written protest to the IDOT Chief Procurement Officer (CPO) following the requirements of the 44 ILL. ADM. CODE Part 6, Subpart G. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than seven (7) days after the protesting party knows or should have known of the facts giving rise to the protest. The CPO's contact information is as follows:

Bill Grunloh
Chief Procurement Officer
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 200
Springfield, Illinois 62764
Phone: (217) 558-5434

**A.21. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN:** This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities or DBEs in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. Instructions, the contract goal, and contact information are included in Attachment NN.

Does this solicitation contain a DBE goal?  $\square$  Yes  $\boxtimes$  No

If yes, then the DBE goal is: N/A

**A.22. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN**: This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Department Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal?  $\square$  Yes  $\boxtimes$  No

If yes, then the Veteran Small Business goal is: N/A

Veteran Small Business Liaison: Aundra Williams, APO

Phone Number: 217-782-5360

Email Address: Aundra. Williams@illinois.gov

Offerors who submit Offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by Federal law or regulation. 30 ILCS 575(4)(e). Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to the Offer closing date. Go to (<a href="http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx">http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx</a>) for complete requirements for VOSB or SDVOSB certification.

- **A.23 EVALUATION PROCESS:** The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State will consider the information provided and the quality of that information when evaluating the Bidder's Bid.
  - A.23.1. **RESPONSIVENESS**: A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bid, and includes **all required** forms. Required forms may include and may not be limited to:
    - A.23.1.1. Subcontractor Disclosure: If the Bid includes any subcontractors, or will include subcontractors, then Bidder shall provide the names and addresses of subcontractors in the CONTRACT if known, prior to performing work. Part 1.6.
  - State Board of Elections Registration: Vendor or Bidder may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections, Attachment AA.
  - Evidence of Authorization to Do Business in Illinois: Offeror must exist as a legal entity and must be
    authorized to do business in Illinois at the time the Offer is submitted. Evidence of such authorization
    includes a Certificate of Good Standing issued by the Illinois Secretary of State's Department of Business
    Services. Please include a copy of the Certificate of Good Standing with the Offer, Attachment BB.
  - Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC Illinois Department of Human Rights Public Contracts Number.
  - Standard Certifications: Offeror shall complete Attachment DD Standard Certifications.
  - Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment EE Financial
    Disclosures and Conflicts of Interest. If Offeror's Offer includes any subcontractors, Offeror shall
    complete Attachment EE-for each subcontractor.
  - Disclosure of Business Operations: Offerors shall complete Attachment FF Disclosure of Business Operations with Iran.

- Business and Directory Information: Offeror shall complete and return Attachment GG Business and Directory Information.
- Taxpayer Identification Number: Offeror shall complete Attachment JJ Taxpayer Identification Number.
  - A.23.1.2. The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Bidder meets a particular requirement, the State may waive that requirement.
  - A.23.1.3. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
  - A.23.1.4. The State will determine whether Bids complied with the instructions for submitting Bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a Bidder correct non-material deficiencies as a condition of further evaluation.
- A.23.2. **RESPONSIBILITY**: A responsible Bidder is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Bidder is a "Responsible" bidder; a bidder with whom the State can or should do business. For example, the State may consider the following:
  - A.23.2.1.1. A "prohibited bidder" includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State Department unless requested to do so by an employee of the State. No person or business that contracts with a State Department to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with

Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

- A.23.2.1.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
- A.23.2.1.3. Awarded Vendor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.
- A.23.2.1.4. The State may require that a Bidder correct any non-material deficiencies as a condition of further evaluation.
- A.23.3. **PRICE**: The State identifies the lowest priced Bid after an evaluation of Responsibility and Responsiveness requirements.

### **END OF INSTRUCTIONS**

### **SECTION 2.** BID SUBMITTAL TO THE STATE OF ILLINOIS

Project Title / Reference #: Aggregate / 2018-AGG

The undersigned authorized representative of the identified Bidder hereby submits this Bid to the State of Illinois to perform in full compliance with the subject solicitation. By completing and signing this form, Bidder makes an offer to the State of Illinois that the State may accept.

Bidder may use this Form as a final check to ensure that all required documents are completed and included with the Bid. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Bidder understands that failure to meet all requirements is cause for disqualification.

B.1	SOLICITATION AND CONTRACT REVIEW	
<b>5.1</b>	Bidder has reviewed the Solicitation and Contract, including all referen	nced documents and instructions, filled in
	all relevant blanks, and provided any requested information.	
	Yes No	
B.2	ADDENDA	
	Bidder has taken into account any and all addendums to the solicitation	in making this Bid.
	☐ Yes ☐ No ☐ N/A	
B.3	BIDDER CONFERENCE	
	If attendance was mandatory, Bidder attended the Bidder Conference.	
	☐ Yes ☐ No ☐ N/A	
B.4	BID SUBMISSION	
	Bidder has packaged the Bid in a properly labeled container, address correct number of copies, and allowed enough time for delivery by the	
	☐ Yes ☐ No	
B.5	BOND	
	If applicable, Bidder has submitted its Bid Bond or Performance Bond.	
	☐ Yes ☐ No	
B.6	SMALL BUSINESS SET-ASIDE	
	Bidder is a qualified small business in the Small Business Set-Aside Prog	ram at the time Bids are due.
	☐ Yes ☐ No	
B.7	PACKET 1 – CONTRACT	
	B.8.1 Redacted Copy of Bid	☐ Yes ☐ No☐ N/A

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#### Yes No B.9.1 Bid PACKET 3 **B.9** Yes No B.10.1. Offer B.10.2. State Board of Elections Certification Yes No B.10.3. Evidence of Authorization to Do Business in Illinois Yes No Yes No B.10.4. Illinois Department of Human Rights Public Contracts Number Yes No B.10.5. **Supplemental Terms and Conditions** Yes No B.10.6. Subcontractor Disclosure Yes No B.10.7. **Standard Certifications** Yes No B.10.8. Financial Disclosures and Conflicts of Interest Yes No B.10.9. Disclosure of Business Operations in Iran Yes No B.10.10. **Business Directory Information** Yes No B.10.11. Offeror Provided Additional Material, Confidential Documents and Exceptions Yes No B.10.12. **Taxpayer Identification Number B.10** PACKET 4 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN ☐ Yes ⊠ No B.12.1 Does this solicitation contain a DBE goal or other acknowledgement? ☐ Yes ☐ No ☐ N/A B.12.2 Disadvantaged Business Enterprises (DBE) Utilization Plan **PACKET 5 – VSB UTILIZATION PLAN B.11** ☐ Yes ⊠ No Does this solicitation contain a VSB goal? B.13.1 ☐ Yes ☐ No ☐ N/A Veteran Small Business Participation and Utilization Plan B.13.2 **CONTRACT SIGNATURE B.12** Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page. Yes No **B.13 SUBCONTRACTING**

**B.8** 

PACKET 2 - OFFER/BID

Bidder has indicated if subcontractors will be used and provided all requested information.

	☐ Yes ☐ No ☐ N/A
B.14	LOCATION OF PERFORMANCE
	Bidder has provided the location and known or anticipated value of services to be performed.  Yes No
B.15	PRICING
	Bidder has completed the PRICING part of the CONTRACT.  Yes No
B.16	REQUEST FOR CONFIDENTIAL TREATMENT
	Bidder has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Bidder's request.
	No, Bidder is not requesting confidential treatment for this Bid
	Yes, Bidder is seeking confidential treatment for portions of this Bid
B.17	PREFERENCES
	The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois for state-funded services and work. Federally-funded services and work may not allow preferences to be applied to the Bid.
	Signature of Authorized Representative:
	Printed Name and Title of Authorized Representative:
	Bidder's Name: Click here to enter text
	Date: Click here to enter a date.

## STATE OF ILLINOIS CONTRACT

Illinois Department of Transportation
Aggregates
2018-AGG

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

Contract does not use the Illinois Procurement Gateway Certifications and Disclosures.

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

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

### **STATE OF ILLINOIS CONTRACT**

Illinois Department of Transportation Aggregates 2018-AGG

### **VENDOR**

Vendor Name: Click here to enter text.	Address: Click here to enter text.
Signature:	Phone: Click here to enter text.
Printed Name: Click here to enter text.	Fax: Click here to enter text.
Title: Click here to enter text.	Email: Click here to enter text.
Date:	

STATE OF ILLINOIS		
Illinois Department of Transportation	Phone:	
Street Address:	Fax:	
City, State ZIP:		
Official Signature:	Date:	
Printed Name: Randall S. Blankenhorn		
Official's Title: Secretary of Transportation		
Legal Signature:	Date:	
Legal Printed Name: William M. Barnes		
Legal's Title: Chief Counsel (approved as to form)		
Fiscal Signature:	Date:	
Fiscal's Printed Name: Jeff Heck		
Fiscal's Title: Director of Finance and Administration		

Procurement Signature:	Date:
Procurement's Printed Name:	
Procurement's Title: Chief Procurement Office/ State Purchasing Officer	

#### 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL: This solicitation is for the purchase of indefinite aggregate quantities, for multiple IDOT Districts throughout the state. Suppliers will not be bidding by district. Instead, suppliers will submit pricing based on the criteria in Section 2 and will be effective statewide.
- **1.2. SUPPLIES AND/OR SERVICES REQUIRED:** The aggregates to be purchased shall conform to the requirements of the Illinois Department of Transportation Specifications for Road and Bridge Construction adopted April 1, 2016 or any revisions that follows.

A copy of the specifications and special provisions references can be found on the Department of Transportation's Website:

http://www.idot.illinois.gov/doing-business/material-approvals/aggregate/index

Bidders should read the printed specifications and should be certain the material they propose to furnish meets the requirements thereof.

#### 1.2.1. Specification Compliance:

Is this bid strictly in accordance with our specifications? If not, bidder shall clearly identify any and	all
deviations. The State reserves the right to determine if the deviation(s) is material. Attach addition	ıal
sheet(s) if necessary.	

The inclusion of simple descriptive literature is not sufficient for this purpose. Deviations must be noted above. The burden of proof of specification compliance rests entirely with the bidder. If no exceptions are taken, the vendor confirms complete compliance with the specifications.

#### 1.2.2. Aggregates

Must be certified in accordance with the State of Illinois, Department of Transportation Central Bureau of Materials Aggregate Gradation Control System (AGCS). Please refer to the website: <a href="http://www.idot.illinois.gov/doing-business/material-approvals/aggregate/index">http://www.idot.illinois.gov/doing-business/material-approvals/aggregate/index</a>. A copy of the bidders aggregate certifications should be listed below.

Aggregate Certifications Dates:		

1.2.3. **Recycled aggregate materials**: Recycled concrete materials that conform to the Standard Specifications for Road and Bridge Construction adopted April 1, 2016 or any revisions that follow may be accepted.

#### 1.3. MILESTONES AND DELIVERABLES:

1.3.1. **Inspection:** The Department may require the vendor to replace any delivered aggregate that does not conform to Section 106 of the Standard Specifications for Road and Bridge Construction adopted April 1, 2016 or any revisions that follow.

1.3.2. Aggregate Source	2:
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Please provide Vendors Producer Identification Number(s).		

1.3.4 Orders, Prompt Delivery and/or Availability of Aggregates Required:

The material items listed in the contract shall either be picked up by responsible state designees or delivered by trucking companies, for all IDOT locations, upon receipt of an order for delivery (OFD). The list of all IDOT yard locations is found at the end of this solicitation.

Agency shall require delivery of specified aggregate within the timeframes specified in each order placed, or in advance, based upon an agreed upon delivery date and time. The Vendor shall agree to accept telephone orders. Telephone orders shall be followed immediately by a written confirming order. The Agency employee transacting a telephone order shall provide the Vendor with a contract number. Telephone orders are considered an essential part of this contract as they allow the Agency to meet its construction needs. The Vendor is required to provide the Agency representative, or trucking company, with a delivery document/ticket(s), indicating the aggregate material picked up, the contract number, the contract price, and the number of tons received.

Vendor's ability to deliver promptly will be a factor in determining the final award. Vendor must also attest to the availability of specified ordered aggregate during normal working hours to be made available to the agency. Please attest to your ability for delivery and availability of ordered aggregate under these terms.

Attest: Authorized Representative:	

**1.4. VENDOR / STAFF SPECIFICATIONS:** Bids will only be accepted from an IDOT approved source as found in the most recent IDOT Central Bureau of Materials Approved /Qualified Producer List of Aggregate Sources or their authorized supplier.

#### 1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery, or pick up by IDOT forces, shall be made Monday through Friday, between (7:00 am to 4:30 pm) unless previous arrangements are made with the Agency location prior to the delivery of the aggregate or pick up by IDOT forces. Aggregate shipment shall be made to the State of Illinois Department of Transportation, c/o the location specified in the aggregate order.

Successful vendor shall contact the District prior to delivery of the aggregate.

Please refer to Section 4.1.7.2 for contact information.

1.5.2. The quoted price shall be in accordance with the pricing formula in Section 2.0.

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

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

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

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

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

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

- 1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor 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. 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 FORMAT OF PRICING:** Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

#### 2.1.1 Method of Award:

Contracts will be awarded to responsive and responsible bidders. After award, with multiple suppliers for one or more districts, selection of supplying vendor shall be based on the lowest bidder. Vendors shall submit three quotes: one quote for unit of measure (tons); one quote for price per mile from plant to job site; and one quote for an hourly rate for wait/dump time. Pricing Quote Submittal Exception: For Vendors that do not provide delivery to an IDOT facility or job site, the Vendor is allowed to submit quotes only for various aggregate types in the unit of measure, tons. The Vendor must disclose that their quote is for tons only in their pricing package submittal. The Department anticipates quotes provided as directed will make it possible to obtain material as needed from the most economical source in regards to job location.

2.1.2 Pricing shall be submitted in the following format:

All quotes shall be submitted as follows:

- 1. On a "per ton" basis. All quotations shall be made on the basis of F.O.B. state trucks at bidder's pit, quarry or material yard.
- 2. Price per mile one way from Producer to Department delivery location.
- 3. Hourly rate for producer/supplier trucks. The Department of Transportation assumes a 20 minute wait/dump time for producer/supplier deliveries on a job or to an IDOT facility. The producer /supplier shall submit an hourly rate for potential deliveries that exceed the 20 minute wait/dump time. The selected vendor will be allowed to invoice in 15 minute increments for the time the truck is on and/or at an IDOT facility or job.

Note:

The quantities listed herein are for evaluation purposes only and are estimated quantities for statewide usage. Prospective vendors are hereby notified that the State reserves the right to order only such quantities as may be needed for maintenance purposes during the contract period.

Line Item Description/Delivery Address	Quantity (Tons)	Unit Price	Total Extended Price
Line 1: Aggregate, Coarse CA-3  Commodity No Location (Cities) of plant or pick-up:	6,360	\$	\$
<b>Delivery</b> Delivery: Price per mile to job site		Price Per Mile	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	

Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 2: Aggregate, Coarse CA-5	510		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 3: Aggregate, Coarse CA-7	4,510		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 4: Aggregate, Coarse CA-10	14,000		
Commodity No		\$	\$
Location (Cities) of plant or pick-up:			
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	

Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 5: Aggregate, Coarse CA-6 GRVL	57,750		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
<b>Line 6:</b> Aggregate, Coarse CA-6 100%Crushed	244,210		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 7: Aggregate, Coarse CA-16	3,260		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	

Rate per hour wait time exceeding initial 20 minutes.	1	\$

Line 8: Aggregate, Coarse CA-16 100% Crushed  Commodity No  Location (Cities) of plant or pick-up:	10,310	\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 9: Aggregate, CoarseCA-16 Dble Washed  Commodity No  Location (Cities) of plant or pick-up:	11,550	\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 10: Aggregate, Coarse CRSH Stone Quality A  Commodity No Location (Cities) of plant or pick-up:	10	\$	\$
Delivery		Price Per Mile	

Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 11: Aggregate, Coarse Sand FA-01/02	6,060		
Commodity No		\$	\$
Location (Cities) of plant or pick-up:		Ÿ	<b>V</b>
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 12: Aggregate, Fine FA-1	2,670		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20	1	\$	
minutes.	_	T	
Line 13: Aggregate, Fine FA-2	12,200		
Commodity No		\$	\$
Location (Cities) of plant or pick-up:			
Commodity No	12,200	\$	\$

Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 14: Aggregate, Fine FA-4	3,285		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 15: Aggregate, Stone/Sand FA-5	5,130		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 16: Aggregate, Coarse Stone Screenings	510		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	

Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 17: Aggregate, Limestone, Agricultural	1,260		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 18: Aggregate, RipRap #1 Quality A	19,790		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 19: Aggregate, RipRap #2 Quality A	16,100		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	

Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 20: Aggregate, RipRap #3 Quality A	63,090		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 21: Aggregate, RipRap #4 Quality A	17,010		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 22: Aggregate, RipRap #5 Quality A	4,630		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	

Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 23: Aggregate, Coarse Crushed Stone 2"	17,360		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 24: Aggregate, Coarse Crush Stone Minus 4" to plus 2"	19,010		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
<b>Line 25:</b> Aggregate, Coarse Stone Blotter Chip	2,010		
Commodity No Location (Cities) of plant or pick-up:		\$	\$

Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 26: Aggregate, Coarse Gravel Pit Run  Commodity No  Location (Cities) of plant or pick-up:	4,310	\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 27: Aggregate, Coarse CA16 Fractured Stone Washed  Commodity No Location (Cities) of plant or pick-up:	2,000	\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 28: Aggregate, RipRap #1 Quality B  Commodity No Location (Cities) of plant or pick-up:	4,500	\$	\$

Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
<b>Line 29:</b> Aggregate, RipRap #2 Quality B	500		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 30: Aggregate, RipRap #3 Quality B  Commodity No Location (Cities) of plant or pick-up:	4,500	\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
<b>Line 31:</b> Aggregate, RipRap #4 Quality B	1,500		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
	I .	L	I .

Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 32: Aggregate, RipRap #5 Quality B  Commodity No	700	\$	\$
Location (Cities) of plant or pick-up:			
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 33: Aggregate, FA-06 Fill Sand	300		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 34: Aggregate, Coarse FM22	4,150		
Commodity No Location (Cities) of plant or pick-up:		\$	\$

Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	
Line 35: Aggregate, Coarse CM14	650		
Commodity No Location (Cities) of plant or pick-up:		\$	\$
Delivery		Price Per Mile	
Delivery: Price per mile to job site		\$	
Hourly Rate for Wait Time Beyond 20 Minutes	Hours	Hourly Rate	
Rate per hour wait time exceeding initial 20 minutes.	1	\$	

- **2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.
- **2.3 ESCALATION:** No price adjustment within the first year and no more frequently thereafter than once a year with an industry index increase of 5% or greater.

All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Bureau of Business Services (BoBS).

In the event a downward adjustment is warranted, the State reserves the right to adjust once during the given twelve (12) month period for this decrease. It will be the responsibility of the vendor to notify BoBS of any such decrease.

Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) item number:

132-Contrete Ingredients and Related Products (Not Seasonally Adjusted)

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in August, Then the Base PPI will be August's published index.

The published PPI Index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BoBS regardless of whether it is a preliminary or final index publication. No further adjustments will be made once the maximum allowable adjustment has been calculated for the given 12 months.

The maximum allowable adjustment shall be calculated as follows:

Maximum Allowable Price= A / B \* C

A= Bid Price

B= Base PPI Index (defined be time of bid opening)

C= Published PPI Index at time of requested adjustment

The U.S. Bureau of Labor Statistics web site can be located at <a href="http://www.bls.gov/ppi/">http://www.bls.gov/ppi/</a>.

Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by IDOT and all adjustments will be calculated based on the replacement index.

Requested adjustments shall include the contract number, commodity number, line number, bid price and requested price adjustment.

In all cases the contractor must file a claim for such adjustment prior to the delivery of the goods. In any event, the claim for such adjustment will not apply to release orders executed prior to the date BoBS received the economic adjustment request.

If the contractor has unresolved complaints filed against them for non-delivery or poor quality, their request may be denied until such time as all past complaints are resolved.

All economic adjustment claims shall be submitted in writing and sent via first class mail, overnight delivery or confirmed fax to:

Megan Seitzinger Illinois Department of Transportation 2300 S. Dirksen Parkway, Room #302 Springfield, IL 62764

217-524-3938

- 2.4 EXPENSES ALLOWED: Expenses are not allowed as follows: All cost must be figured into the unit cost.
- **2.5 VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
  - 2.5.1. Vendor's Price for the Initial Term:
- **2.6 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$Click here to enter text 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 OF THIS CONTRACT:** The term of this Contract shall commence upon Execution to December 30, 2019. If a start date is not identified, the term shall commence upon the last dated signatures of the Parties.
  - 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.
  - 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

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

#### 4. STANDARD BUSINESS TERMS AND CONDITIONS

#### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 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 **Vendor Assurance:** The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry our applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or part with federal or state funds. Failure by the Vendor to carry out these requirements sis a material breach of this contract, which may result in termination of this contract or such other remedy, as the Department deems appropriate, which may include, but is not limited to:
  - A) Withholding payments;
  - B) Assessing Sanctions;
  - C) Liquidated Damages; and/ or
  - D) Disqualifying the Vendor from future contracting as non-responsible.
- 4.1.4 **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.
- 4.1.5 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees not less than the prevailing rate of 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.

When applicable, not less than the prevailing rate of wages as found by Illinois Department of Labor (IDOL) shall be paid to all laborers, workers, and mechanics performing work under the contract. The prevailing wage rates are revised by the IDOL and are available on IDOL's official website, which shall be deemed proper notification of any wage rate changes under this subsection. Examples of prevailing wage coverage include laborers, workers, and mechanics engaged in public works (820 ILCS 130/et seq.). Other examples include, but may not be limited to, the services of printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Notice of prevailing wage rates must be given to all subcontractors and are available at (<a href="http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx">http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx</a>). Federal requirements may differ and are included in the attached Supplemental Terms and Conditions.

#### 4.1.6 Federal Funding: N/A

- 4.1.7 **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.
  - 4.1.7.1 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 Department's Illinois tax exemption number and Federal tax exemption information.
  - 4.1.7.2 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:

Department:	Illinois Department of Transportation
Attn:	Mike LaBree, IDOT District 1
Address:	201 W. Center Court
City, State, Zip	Schaumburg, IL. 60196-1096
Attn:	Derrick Jones, IDOT District 2
Address:	819 Depot Avenue
City, State, Zip	Dixon, IL. 61021
Attn:	Dave Gerding, IDOT District 3
Address:	700 East Norris Drive
City,State, Zip	Ottawa, IL. 61350
Attn:	Marty Lomelino, IDOT District 4
Address:	401 Main

City, State, Zip	Peoria, IL. 61602
Attn:	Riley Maurer, IDOT district 5
Address:	13473 IL. Hwy. 133 P.O. Box 310
City, State, Zip:	Paris, IL. 61944
Attn:	Mike Bull, IDOT District 6
Address:	126 East Ash Street
City, State, Zip:	Springfield, IL. 62704
Attn:	Kimberly Blair, IDOT District 7
Address:	400 West Wabash
City, State, Zip:	Effingham, IL. 62401
Attn:	Christine Trucano, IDOT District 8
Address:	1102 East Port Plaza
City, State, Zip	Collinsville, IL. 62234
Attn:	Dawn Oestreicher, IDOT District 9
Address:	2801 W. Murphysboro, P.O. Box 100
City, State, Zip:	Carbondale, IL. 62903
Attn:	Kevin Hocking, IDOT Day Labor

Address:	505 N. MacArthur
City, State, Zip:	Springfield, IL. 62702

- **ASSIGNMENT**: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Vendor shall pay each subcontractor in accordance with the Department's policy on prompt payment.
- 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 Department, 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. 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 venture with the State. All payments by the State shall be made on that basis.
- **4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Department'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 subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

#### 4.16 APPLICABLE LAW:

- 4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- **4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- **4.18 CONTRACTUAL AUTHORITY:** The Department 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 Department, he/she does so as approving officer and shall have no liability to Vendor.
- **4.19 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.

- 4.20 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.
- **4.21 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.
- **4.22 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.
- **4.23 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.

#### 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

- 4.24.1. 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.
- 4.24.2. 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.
- 4.24.3. 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.

- **4.25 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.
- **4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- **4.27 ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The Bidder further declares that he/she has carefully examined and acknowledges the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, as applicable.

#### 5. STATE OR FEDERAL AID SUPPLEMENTAL PROVISIONS

	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.				
	Click here to enter text.				
$\boxtimes$	Department Specific Terms and Conditions				

#### **5.1.1** AGENTS AND EMPLOYEES:

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

#### 5.1.2 PUBLICITY:

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

#### **5.1.3** CONSULTATION:

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

#### **5.1.4** ACCOUNTING:

The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the Agency/Buyer pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Agency/Buyer directives. Information regarding the cost principles in Title 48, Code or Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=cbb7305b43e022815d30aeaf7b642744&node=pt48.1.31&rgn=div5">http://www.ecfr.gov/cgi-bin/text-idx?SID=cbb7305b43e022815d30aeaf7b642744&node=pt48.1.31&rgn=div5</a>

#### **5.1.5** THIRD\_PARTY BENEFICIARIES:

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

#### 5.1.6 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.

#### **5.1.7** VENDOR'S TERMINIATION DUTIES:

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

- **5.1.7.1** 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 therefrom, any other matters the Agency/Buyer may require;
- **5.1.7.2** Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;
- **5.1.7.3** Comply with the Agency/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- **5.1.7.4** Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- **5.1.7.5** Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

#### **5.1.8** OVERTIME:

Any overtime costs shall be incurred by the vendor.

#### **5.1.9** USE OF WORK PRODUCT:

Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

- 5.1.9.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;
- **5.1.9.2** With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;
- **5.1.9.3** To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;
- **5.1.9.4** Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.
- 5.1.9.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;
- **5.1.9.6** The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and
- **5.1.9.7** Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

**ATTACHMENTS** 

# ATTACHMENT AA STATE OF ILLINOIS STATE BOARD OF ELECTIONS

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

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

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



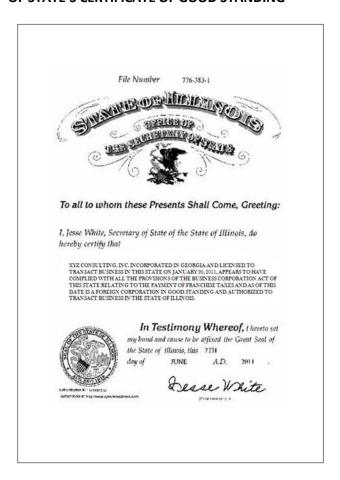
# ATTACHMENT BB STATE OF ILLINOIS AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #4.32 in the Standard Certifications found in Forms A, Part 4.

Certification #4.32 requires Vendor to check one of two boxes representing its status. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business services/home.html) or your home county clerk.

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



## ATTACHMENT CC STATE OF ILLINOIS

#### ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

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

Name of Company (and DBA): Click here to enter text.

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

IDHR Public Contracts Number: Click here to enter text. Expiration Date: Click here to enter text..

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

#### **ATTACHMENT DD**

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

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

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

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

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

- 2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
- **3.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- 4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- 5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.
- 6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

- perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- **10.** Vendor certifies it is not barred from having a contract with the State based on violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code. 30 ILCS 500/50-10.5e.
- 11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- **15.** Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 17. Vendor certifies that is it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other

remuneration were billed to the State. 30 ILCS500\50-38.

- 18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Department grants an exception. 30 ILCS 565.

#### 20. Drug Free Workplace

- 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- **22.** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- **26.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
- **27.** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had

procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- 29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at <a href="https://www.dhs.state.il.us/iitaa">www.dhs.state.il.us/iitaa</a> 30 ILCS 587.
- **30.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

that will violate these requirements.
In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:
Vendor is not required to register as a business entity with the State Board of Elections.
or
Vendor has registered with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act

## STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

#### **ATTACHMENT EE**

#### **DISCLOSURES**

**A.** The disclosures hereinafter made by the firm are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the firm. The firm further certifies that the Department has received the disclosure forms for each request for proposal.

The IDOT Chief Procurement Officer ("CPO") may void the offer or contract if it is later determined that the firm or subconsultant rendered a false or erroneous disclosure. A consultant or subconsultant may be suspended or debarred for violations of the Procurement Code. If a false certification is made by the subconsultant, then the consultant's submitted offer and the executed contract may not be declared void, unless the consultant refuses to terminate the subcontract upon the State's request after a finding that the subconsultant's certification was false.

#### **B.** Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all offers of more than \$50,000 and all subconsultant agreements with an annual value of more than \$50,000 shall be accompanied by disclosure of the financial interests of the firm. This disclosed information for the successful firm will be maintained as public information, subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include any ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the offering entity or its parent entity, whichever is less, unless the firm is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a firm is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report under 17 CFR 226.401, and list the names of any person or entity holding any ownership share that is in excess of 5% in place of the prescribed disclosure. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00.** 

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the offering entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement

relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each response to the Request for Proposals.** 

#### C. <u>Disclosure Form Instructions</u>

#### Form A: Instructions for Financial Information & Potential Conflicts of Interest

If the firm is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a firm is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report under 17 CFR 226.401, and list the names of any person or entity holding any ownership share that is in excess of 5% in place of the prescribed disclosure. If a firm is not subject to Federal 10K reporting, the firm must determine if any individuals are required by law to complete a financial disclosure form. To do this, the firm should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the offering firm. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the offering

	entity or parent entity? YES NO NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES NO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the offering entity's or parent entity's distributive income? YES \ NO \
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor (\$106,447.20)? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per request for proposal</u> even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The firm must determine each individual in the offering entity or the offering entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable**. The person signing can be, but does not have to be, the person for which the form is being completed. The firm is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

#### Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each request for proposal submitted by the offering entity. *Note:* Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the firm to ignore Form B. Form B must be completed, checked, and dated or the firm may be considered nonresponsive and the request for proposal will not be accepted.

The firm shall identify, by checking "Yes" or "No" on Form B, whether it has any pending contracts (including leases), statements of interest, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) state of Illinois Department. If "No" is checked, the firm only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the firm must identify each such relationship by listing the state of Illinois Department name and other descriptive information such as project number, title, contract, etc.

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this form is required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the state of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for requests for proposal in excess of \$50,000, and for all open-ended contracts. This Form A must also be completed for subconsultant agreements with a total value of more than \$50,000 from subconsultants identified in Section 20-120 of the Illinois Procurement Code and all open-ended subconsultant agreements. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current salary of the Governor is \$177,412.00.

#### **DISCLOSURE OF FINANCIAL INFORMATION**

1. **Disclosure of Financial Information.** The individual named below has an interest in the FIRM (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements.)

FOR	INDIVIE	OUAL (type or	orint information)					
	NAM	E:						
	ADDI	RESS:						
	Туре	of ownersh	ip/distributable income share:					
	Sto	ock 🗌	Sole Proprietorship	Partnership	Other	(expla	ain on separate sheet):	
	%	or \$ value of	ownership/distributable income sh	nare: ————				
2.	the	following p	Potential Conflicts of Into otential conflict of interest a additional pages and describ	relationships apply				•
	(a)	State em of service	oloyment, currently or in thes.	e previous three		ling o	contractual employr Yes □ No □	nent
	If yo	ur answer	s yes, please answer each o	of the following que		10	103 [] 110 []	
	1)	•	urrently an officer or employ Highway Authority?	yee of either the C	apitol Develo	pme	nt Board or the Illino	ois
		Otato Ton	r ngirinay / idanomy i				Yes No	
	2)	are curre salary ex	currently appointed to or er atly appointed to or employe ceeds 60% of the annual at for which you are employe	ed by any Departm I salary of the G	ent of the state	ate of	f Illinois, and your a	nnual

3)	and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7-1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor?
	Yes No
4)	If you are currently appointed to or employed by any Department of the state of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?
	Yes ☐ No ☐
	(b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous two years?
	Y Yes ☐ No☐  If your answer is yes, please answer each of the following questions.
1)	Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority?
	Yes No
2)	Is your spouse or any minor children currently appointed to or employed by any Department of the state of Illinois? If your spouse or minor children is/are currently appointed to or employed by any Department of the state of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the state Department for which he/she is employed and his/her annual salary.
3)	If your spouse or any minor children is/are currently appointed to or employed by any Department of the state of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7-1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  Yes \sum No \sum
4)	If your spouse or any minor children are currently appointed to or employed by any Department of the state of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  Yes \_No \_
(c)	Elective status; the holding of elective office of the state of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the state of Illinois or the statutes of the state of Illinois currently or in the previous three years?
	Yes □No □
(d)	Relationship to anyone holding elective office currently or in the previous two years; spouse, father, mother, son or daughter?
	Yes No No

Yes □No □  (f) Relationship to anyone holding appointive office currently or in the previous two years; sp father, mother, son or daughter?  Yes □No □  (g) Employment, currently or in the previous three years, as or by any registered lobbyist of the government?  Yes □No □  (h) Relationship to anyone who is or was a registered lobbyist in the previous two years; sp father, mother, son or daughter?  Yes □No □  (i) Compensated employment, currently or in the previous three years, by any registered or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?  Yes □No □	nois, the on of the nolder to or in the
father, mother, son or daughter?  Yes □No □  (g) Employment, currently or in the previous three years, as or by any registered lobbyist of the government?  Yes □No □  (h) Relationship to anyone who is or was a registered lobbyist in the previous two years; sp father, mother, son or daughter?  Yes □No □  (i) Compensated employment, currently or in the previous three years, by any registered or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?	
Yes ☐ No ☐  (g) Employment, currently or in the previous three years, as or by any registered lobbyist of the government?  (h) Relationship to anyone who is or was a registered lobbyist in the previous two years; sp father, mother, son or daughter?  Yes ☐ No ☐  (i) Compensated employment, currently or in the previous three years, by any registered or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?	ouse,
government?  (h) Relationship to anyone who is or was a registered lobbyist in the previous two years; sp father, mother, son or daughter?  (i) Compensated employment, currently or in the previous three years, by any registered or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?	
<ul> <li>(h) Relationship to anyone who is or was a registered lobbyist in the previous two years; sp father, mother, son or daughter?  Yes □ No □  (i) Compensated employment, currently or in the previous three years, by any registered or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?</li> </ul>	
father, mother, son or daughter?  Yes No  Compensated employment, currently or in the previous three years, by any registered or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?	l
Yes ☐ No ☐  (i) Compensated employment, currently or in the previous three years, by any registered or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?	ouse,
or re- election committee registered with the Secretary of State or any county clerk of the Illinois, or any political action committee registered with either the Secretary of State Federal Board of Elections?	
<u> </u>	e state of
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensation of the last two years by any registered election or re-election committee register the Secretary of State or any county clerk of the state of Illinois, or any political action or registered with either the Secretary of State or the Federal Board of Elections?  Yes \sum No \sum	ered with ommittee
3. <b>Communication Disclosure.</b> Disclose the name and address of each lobbyist and other the firm or offeror who is not identified in Section 2 of this form, who has communic communicating, or may communicate, with any state officer or employee concerning the for proposal, bid or offer. This disclosure is a continuing obligation and must be supplemented for accuracy throughout the process and throughout the term of the conno person is identified, enter "None" on the line below:	cated, is request promptly
Name and address of person(s):	
4. <b>Suspension or Debarment Disclosure.</b> For each of the persons identified under Se and 3 of this form, disclose whether any of the following has occurred within the pre years: suspension or debarment from contracting with any governmental entity; prof licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and felony convictions. This disclosure is a continuing obligation and must be promptly supplifor accuracy throughout the procurement process and term of the contract. If no pridentified, enter "None" on the line below:	vious 10 fessional I criminal emented
e of person(s):	
. , , ,	
re of disclosure:	

#### **APPLICABLE STATEMENT**

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.		
Completed by:	Signature of Individual or Authorized Officer	Date
	<u> </u>	Date
	NOT APPLICABLE STATEMENT	
	ry, I have determined that no individuals associated with this orga completion of this Form A.	anization meet the criteria
This Disclosure Form A	A is submitted on behalf of the FIRM listed on the previous page.	
		_
	Signature of Authorized Officer	Date

The firm has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Code (30 ILCS 500). This information must be completed for request for B must also be completed for s	ation shall become part of the proposals in excess of \$50,000 subconsultant agreements with	by Section 50-35 of the Illinois Procureme publicly available contract file. This Form and for all open-ended contracts. This Form a total value of more than \$50,000 from rocurement Code and for all open-ender
DISCLOSURE OF OTHER O	CONTRACTS AND PROCUREM	MENT RELATED INFORMATION
1. Identifying Other Contracts	s & Procurement Related Info	<b>ormation.</b> The firm shall identify whether of interest, bids, proposals, or other ongoin
relationship with any other sta	ate of Illinois Department:	Yes □No □
If "No" is checked, the firm	only needs to complete the sign	nature box on the bottom of this page.
2. <b>If "Yes" is checked,</b> identify each such relationship by showing state of Illinois Department name ar other descriptive information such as PTB or project number (attach additional pages as necessary SEE DISCLOSURE FORM INSTRUCTIONS.		
THE FO	DLLOWING STATEMENT MUS	T BE CHECKED
Sig	gnature of Authorized Representation	ve Date
	OWNERSHIP CERTIFICAT	ΓΙΟΝ
Please certify that the following state total 100% of ownership	atement is true if the individuals	for all submitted Form A disclosures do not
Any remaining ownership in entity's or parent entity's dis	nterest is held by individuals rec stributive income or holding less	ceiving less than \$106,447.20 of the bidding than 5% ownership interest.
☐ Yes ☐ No ☐ N//	A (Form A disclosure(s) establis	hed 100% ownership)

## STATE OF ILLINOIS DISCLOSURE OF BUSINESS OPERATIONS IN IRAN

#### **ATTACHMENT FF**

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

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related
  activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets
  located in Iran involve contracts with or provision of oil-related or mineral extraction products or
  services to the Government of Iran or a project or consortium created exclusively by that Government;
  and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

There are no business operations that must be disclosed to comply with the above cited law	1.
☐ The following business operations are disclosed to comply with the above cited law:	
Click here to enter text	

## STATE OF ILLINOIS BUSINESS AND DIRECTORY INFORMATION

#### **ATTACHMENT GG**

Click here to enter text

ATTAC	HMENT GG
1.	Name of Business (official name and DBA)
2.	Click here to enter text Business Headquarters (address, phone and fax)
	Click here to enter text
	Click here to enter text
	Click here to enter text
3.	If a Division or Subsidiary of another organization provide the name and address of the parent
	Click here to enter text
4.	Billing Address
	Click here to enter text
5.	Click here to enter text
6.	Name of Chief Executive Officer
	Click here to enter text
7.	Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)
	Click here to enter text
8.	Company Web Site Address
	Click here to enter text
9.	Type of Organization (sole proprietor, corporation, etcshould be same as on Taxpayer ID form below
	Click here to enter text
10.	Length of time in business

#### **STATE OF ILLINOIS**

11.	Annual Sales for Offeror's most recently completed fiscal year		
	Click h	ere to enter text	
12.	Show	number of full-time employees, on average, during the m	ost recent fiscal year
	Click h	ere to enter text	
13.	•	company at least 51% owned and controlled by individ check the category that applies:	uals in one of the following categories? If "Yes,"
	12.1	Minority (30 ILCS 575/2(A)(1) & (3))	Yes
	12.2	Female (30 ILCS 575/2(A)(2) & (4))	Yes
	12.3	Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))	Yes
	12.4	Disadvantaged (49 CFR 6)	Yes
	12.5	Veteran (30 ILCS 500/45-57)	Yes
	12.6	Small Business (30 ILCS 500/45-45)	Yes

#### **SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

#### **ATTACHMENT II**

Click here to enter text agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 12001), including the standard terms and conditions, Department supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Department for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.  STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

By: Click here to enter text

<mark>Signed</mark>:

Position: Click here to enter text

Date: Click here to enter text

## STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER

#### Attachment JJ

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.) Pharmacy/Funeral Home/Cemetery (Corp.) Tax-exempt Corporation providing or billing Limited Liability Company medical and/or health care services (select applicable tax classification) Corporation NOT providing or billing C = corporation P = partnership medical and/or health care services

Date: Click here to enter a date.

Signature of Authorized Representative:

# YARD LOCATIONS BY DISTRICTS

YARD NAME & ADDRESS	CONTACT & PHONE
Arlington Heights, 210 E. Noyes St., Arlington Heights, IL. 60005	Mike LaBree 847-705-4190
Northbrook, 1916 Techny Rd., Northbrook, IL. 60062	
Northside, 4051 N Harlem Ave., Chicago, IL.60634	
Hillside, 4160 May St., Hillside, IL. 60162	
Alsip, 11801 S. Ridgeland, Worth, IL 60482	
Harvey, 16738 Lathrop Ave., Harvey, IL. 60426	
Grayslake, 219 N. Baron Blvd. (IL 83), Grayslake, IL. 60030	
Gurnee, 3516 W. Washington St., Gurnee, IL.60031	
Woodstock, 11916 Catalpa Lane, Woodstock, IL.60098	
Naperville, 28W731 Ogden Ave., Naperville, IL.60563	
Oak Brook, 17W125 Butterfield Rd., Villa Park, IL. 60181	
St. Charles, 38W027 Rte. 38, St. Charles, IL. 60175	
Elgin (Shales), 525 S. Shales Parkway, Elgin, IL. 60120	
Joliet, 17430 N. Broadway, Lockport, IL. 60441	
New Lenox, 1400 W. Maple St., New Lenox IL. 60451	
Monee, Sub HQ., 24305 S. Governors Hwy., Monee, IL. 60449	
I-55, 151 E. South Frontage Rd., Bolingbrook, IL. 60440	
Birds Bridge, 22608 S. Frontage Rd., Channahon, II. 60401	
Kennedy Landscape Yard, 1260 W. Augusta Blvd., Chicago, IL. 60622	
Edens, 2 Happ Rd., Northfield, IL. 60093	
Rodenburg, 1480 Rodenburg Rd., Schaumburg, IL. 60193-3544	
Eisenhower, 5201 W. Flournoy St., Chicago, IL. 60644	
Kennedy, 5027 N. Central Ave., Chicago, IL. 60630	
Dan Ryan, 6543 S. Wentworth Ave., Chicago, IL. 60621	
Stevenson, 8630 Joliet Rd., McCook IL. 60525	
Bishop Ford, 16915 Van Dam Rd., South Holland, IL. 60473	
I-57, 16010 S. Crawford Ave., Markham, IL. 60428	

YARD NAME & ADDRESS	CONTACT & PHONE
Amboy, 1502 US Route 30 Amboy, IL. 61310	Derek Jones 815-284-5403
Belvidere, 9797 IL. Rte. 76 Belvidere, IL. 61008	
Compton, 2857 US 30, Compton, IL. 61318	
Creston, 5870 S. Mulford Rd., Creston, IL. 60113	
Davis Junction, 13933 E. IL. 72 Davis Junc, IL. 61020	
Eleroy, 1856 Bolton Rd. Freeport, IL. 61032	
Forreston, 707 N. Walnut Ave. Forreston, IL. 61030	
Galena, 5988 High Ridge Rd., Galena, IL. 61036	
Galva, 818 S.E. 1 <sup>st</sup> St., Galva, IL. 61434	
Geneso, 828 N. College Ave. Geneso, IL. 61254	
Lyndon, 15023 Moline Rd., Lyndon, IL. 61261	
Lynn Center, 4687 Rte.81, Lynn Center, IL. 61262	
Milan, 4128 69TH Ave., Milan, IL. 61264	
Milan Storage, 1713 ½, 1 <sup>st</sup> Ave. E. Milan, IL. 61264	
Morrison, 13590 Grdn. Pln. Rd. Morrison, IL. 61270	
Mt. Carroll, 10646 Mill Rd. Mt. Carroll, IL. 61053	
Oregon, 511 Hill St., Oregon, IL. 61061	
Osco, 20990 Osco Rd. Geneso, IL. 61254	
Rock Falls, 1004 E. Rte. 30, Rock Falls, IL. 61030	
Rockford, 4109 11th St. Rockford, IL. 61109	
Roscoe, 9988 N. 2nd St. Roscoe, IL. 61073	
Silvis, 1500 214th St. N. East Moline, IL. 61244	
Stockton, 600 N. Simmons St., Stockton, IL. 61085	

YARD NAME & ADDRESS	CONTACT & PHONE
Kankakee, 1455 Brookmont, Kankakee, IL. 609011	Dave Gerding 815-434-8464
Watseka, 111 Yount Ave. Watseka, II. 60970	
Ashkum, 849 E. St. Rt. 116, Ashkum, Il. 60911	
Pontiac, 12970 E. 1700N Rd. Pontiac, IL. 61764	
Gibson City, 915 S. Illinois Dr., Gibson City, IL. 60936	
Ottawa, 700 E. Norris Dr., Ottawa, IL. 61350	
LaSalle, 2991 E.350 <sup>th</sup> Rd. LaSalle, IL. 61301	
Princeton, 17999 1500N Rd. Princeton, IL. 61356	
Sycamore, 351 E. Page St. Sycamore, IL.60178	
Ladd, 33251 1525N Rd. Spring Valley, IL. 61362	
Morris, 1821 Division St. Morris, IL. 60450	
Yorkville, 8175 Rte.47, Yorkville, IL. 60560	

YARD NAME & ADDRESS	CONTACT & PHONE
Aledo, 1610 S. E. 3 <sup>rd</sup> St. Aledo, IL. 61231	Marty Lomelino 309-671-4860
Biggsville, 1470 St. Rt.94, Biggsville, Il. 61418	
Monmouth, 710 180 <sup>th</sup> Ave. Monmouth, IL. 61462	
Morton, 1971 N. Morton Ave., Morton, IL. 61550	
Hopedale, 6923 Prairie Rd. Hopedale, IL. 61747	
Knoxville, 1393 Knox Hwhy. 9 Galesburg, IL. 61401	
Wyoming, S. 7 <sup>th</sup> St., Wyoming, IL. 61491	
Lewiston, 934 S. Illinois St., Lewiston, IL. 61542	
Macomb, 2850 E. Jackson St., Macomb IL. 61445	
E. Peoria Brdg, 604 W. Camp St. E. Peoria, IL. 61611	
El Paso, 990 W. Main St., El Paso, IL. 61738	
Wenona, 3095 Co. Rd 800N, Wenona, IL. 61377	
Peoria West, 6500 W. US 150, Edwards, IL. 61528	
L	I J

YARD NAME & ADDRESS	CONTACT & PHONE
Monticello, 676E.Old Rt. 47, Monticello, IL. 61856	Riley Maurer 217-466-7332
Clinton, 6121 St. Rt. 54, Clinton, IL. 61727	·
Bloomington, 2621 S. Veterans Parkway,	
Bloomington, IL. 61701	
Towanda, 203 Old Rte. 66 Towanda, IL. 61776	
Leroy, 503 S. East St., Leroy, IL. 61752	
Paris, 13473 IL. Rt. 133, Paris, IL. 61944	
Tuscola, 1200 E. US 36, Tuscola, IL. 61953	
Fifthian, 1518 E. 1800N Rd., Fithian, IL. 61844	
Danville, 510 Ave. "C", Danville, IL. 61832	
Champaign, 201 Eisner Rd. Champaign, IL. 61822	
Leverett, 160 E. Leverett Rd. Champaign, IL. 61822	
Bridge Ops., 1200 E. US 36, Tuscola, IL. 61953	

YARD NAME & ADDRESS	CONTACT & PHONE
Barry, 16 Kendal Ave, Barry, IL. 62313	Mike Bull 217-782-7315
Carlinville, 445 N. Plum St., Carlinville, IL. 62626	25 227 752 7525
Carthage , 115 S. Lincoln St., Carthage, IL. 62321	
Divernon , 75 E. IL. 104, Divernon, IL. 62350	
Havana, 15735 St. Route 78, Havana, IL. 62644	
Jacksonville, 501 E. Walnut St., Jacksonville, IL.	
62650	
Lincoln, 1415 Short 11th St., Lincoln, IL. 62656	
Litchfield, 13456 Old Route 66, Litchfield, IL. 62056	
Mason City, 9630 St. Rte. 29, Mason City, IL. 62664	
Mt. Sterling, 100 Moreland St., Mt. Sterling, IL.	
62353	
Petersburg , 18268 St. Rte. 97, Petersburg, IL.	
62675	
Pittsfield , 335 N. Grove, Pittsfield, IL. 62363	
Quincy, 800 Kochs Lane, Quincy, IL. 62305	
Riggston, 1138 Old Rte. 36, Riggston, IL. 62694	
Riverton, 5204 Old Rte. 36, Springfield, IL. 62707	
Rushville, 705 Wilson Street, Rushville, IL. 62681	
Springfield West, 650 N. Lincoln, Springfield, IL.	
62702	
Taylorville, 908 N. Cheney, Taylorville, IL. 62568	
Virginia, 20578 State Rte.125, Virginia, IL. 62691	

Sullivan, 1155 St. Hwy 32, Sullivan IL. 61951 Decatur, 4142 N. Westlawn Ave., Decatur, IL.62526 Vandalia, 910 Imco Dr., Vandalia, IL. 62471 Effingham, 1900 W. National Ave, Effingham, IL. 62401 Shelbyville, 1588 St. Hwy. 16, Shelbyville, IL.62565 Mattoon, 8640 Old St. Rd., Mattoon, IL. 61938 Lawrenceville, 12969 Heath Rd., Lawrenceville, IL. 62439 Newton, 1700 W. Jourdan, Newton, IL. 62448 Robinson, 13125 E. 1050Th Ave.; Robinson, IL. 62454 Flora, 7762 Old Hwy. 50, Flora, IL. 62839 Olney, 3964 N. Gentry Rd., Olney, IL. 62450 Marshall, 109 Edgewood Dr., Marshall, IL. 62441 Greenup, 403 W. Rte. 40, Greenup, IL. 62428 Fairfield, 117 Highland Ave., Fairfield, IL. 62837 Browns, 80 Road 11076 East, Browns, IL. 62818	YARD NAME & ADDRESS	CONTACT & PHONE
Decatur, 4142 N. Westlawn Ave., Decatur, IL.62526  Vandalia, 910 Imco Dr., Vandalia, IL. 62471  Effingham, 1900 W. National Ave, Effingham, IL. 62401  Shelbyville, 1588 St. Hwy. 16, Shelbyville, IL.62565  Mattoon, 8640 Old St. Rd., Mattoon, IL. 61938  Lawrenceville, 12969 Heath Rd., Lawrenceville, IL. 62439  Newton, 1700 W. Jourdan, Newton, IL. 62448  Robinson, 13125 E. 1050Th Ave.; Robinson, IL. 62454  Flora, 7762 Old Hwy. 50, Flora, IL. 62839  Olney, 3964 N. Gentry Rd., Olney, IL. 62450  Marshall, 109 Edgewood Dr., Marshall, IL. 62441  Greenup, 403 W. Rte. 40, Greenup, IL. 62428  Fairfield, 117 Highland Ave., Fairfield, IL. 62837	Sullivan, 1155 St. Hwy 32, Sullivan IL. 61951	Kimberly Blair 217-342-8265
Vandalia, 910 Imco Dr., Vandalia, IL. 62471  Effingham, 1900 W. National Ave, Effingham, IL. 62401  Shelbyville, 1588 St. Hwy. 16, Shelbyville, IL.62565  Mattoon, 8640 Old St. Rd., Mattoon, IL. 61938  Lawrenceville, 12969 Heath Rd., Lawrenceville, IL. 62439  Newton, 1700 W. Jourdan, Newton, IL. 62448  Robinson, 13125 E. 1050Th Ave.; Robinson, IL. 62454  Flora, 7762 Old Hwy. 50, Flora, IL. 62839  Olney, 3964 N. Gentry Rd., Olney, IL. 62450  Marshall, 109 Edgewood Dr., Marshall, IL. 62441  Greenup, 403 W. Rte. 40, Greenup, IL. 62428  Fairfield, 117 Highland Ave., Fairfield, IL. 62837		·
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Fairfield, 117 Highland Ave., Fairfield, IL. 62837	Marshall, 109 Edgewood Dr., Marshall, IL. 62441	
	Greenup, 403 W. Rte. 40, Greenup, IL. 62428	
Browns, 80 Road 11076 East, Browns, IL. 62818	Fairfield, 117 Highland Ave., Fairfield, IL. 62837	
	Browns, 80 Road 11076 East, Browns, IL. 62818	

YARD NAME & ADDRESS	CONTACT & PHONE
Belleville, 2107 Freeburg Ave., Belleville, IL. 62220	Christine Turcano 618-346-3260
Hecker , 8272 Nike Road, Hecker, IL. 62248	
Steeleville, 700 North Cherry, Steeleville, IL. 62288	
Greenville, 1500 South 4th St., Greenville, IL 62246	
Carlyle,16800 Old U.S. Hghy. 50, Carlyle, IL 62231	
Nashville,9571 Idot Shed Road, Nashville, IL 62263	
Hamel, 6284 Hamel Drive, Hamel, IL 62046	
Salem, 707 South Marion, Salem, IL 62881	
Wood River ,200 South Bellwood, East Alton, IL	
62024	
Troy Yard,7586 U.S. Highway 40, Troy, IL 62294	
Jerseyville,218 East County Line Road, Jerseyville,	
IL 62052	
Carrollton, Route 3, Box 248A, Carrollton, IL 62016	
East St Louis, 728 Exchange Avenue, East St Louis,	
IL 62201	
Columbia, 405 Old State Route 3, Columbia, IL	
62236	
Highland,12540 Sportsmans Road, Highland, IL	
62249	
Scott Dome Satellite Yard, 8313 Shiloh Valley	
Township Line Rd, Lebanon, IL 62264	
Mitchell Satellite Yard, Route 111 & Dial Road,	
Mitchell, IL 62040	
Godfrey Satellite Yard ,8411 Godfrey Road,	
Godfrey, IL 62035	
Pierron Satellite Yard,13701 Schuster Road,	
Pierron, IL 62273	

YARD NAME & ADDRESS	CONTACT & PHONE
Pinckneyville, 3750 St. Rt.13/127, Pinckneyville,	Dawn Oestreicher 618-351-5243
IL.62274	
Murphysboro, 15305 Highway 127, Murphysboro,	
IL. 62966	
West City Yard,1101 Rt. 14 West, Benton, IL. 62812	
Marion, 705 Robinson, Marion, IL. 62959	
Harrisburg, 1700 S. Feazel St., Harrisburg, IL.62946	
Elizabethtown, Il. Rte. 146 West, Elizabeth,	
IL.62931	
Shawneetown, 10455 IL.Rte.1, Junction, IL. 62954	
Vienna,1395 US 45 North, Vienna, IL.62995	
Belgrade Yard, 2813 IL. Rt. 145, Metropolis, IL.	
62960	
Anna, 215 North Lime Kiln Rd. ,Anna, IL. 62906	
Cairo, 12864 Patier Dale Rd., Cairo, IL.62914	
Dongola, 7025 US 51 South, Dongola, IL. 62926	
Mt. Vernon, 1 Fountain Place, Mt. Vernon, IL.	
62864	
Enfield, 611 First Street, Enfield, IL. 62835	
Elificia, 6111 fist street, Elificia, 12. 62633	

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