

STATE OF ILLINOIS INVITATION FOR BID

Illinois Department of Transportation
Light and Medium Duty Paratransit Vehicles
2019-05

The Illinois Department of Transportation (“State”) 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:

To establish a 5-year term contract(s) to allow the Division of Public and Intermodal Transportation the purchase of light and medium duty paratransit vehicles for its’ Consolidated Vehicle Procurement Program (CVP) on an as-needed basis. Bidders can bid either on one or both vehicle types. Awards will be based on the lowest responsive, responsible bidder (as described within) for each vehicle type, including required optional equipment.

The resulting contract with the awarded Bidder shall have an initial term of five (5) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, Agency has declined the option to renew beyond the initial five (5) year term.

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 should be completed in full and submitted along with the price proposal which will constitute the Bid. If submitting your Bid in paper format and by mail, do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

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

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.

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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 in Iran, and Standard Certifications will become part of the contract.

A.3 PUBLISHED PROCUREMENT INFORMATION: The Department publishes procurement information, including updates, on the Illinois Transportation Procurement Bulletin (Bulletin) under **Construction Support:**

<https://webapps.dot.illinois.gov/WCTB/LbHome>

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 State/Agency shall not be held responsible for information provided by or to any other person.

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

A.5 BIDDER QUESTIONS AND AGENCY RESPONSE: All questions, other than questions raised at the Bidder Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the

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Solicitation Contact no later than **August 29, 2018**. 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 No

Mandatory Attendance: Yes No

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 15, 2018

Time: 10:00 AM CST

Location: Division of Public and Intermodal Transportation, 100 W. Randolph St., Suite 9-040, Chicago

A.7 BID DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF BIDS: Bids will be opened at the Submit/Deliver Bids To address shown under Section A.7.3 at the Bid Due Date & Time specified. Late bids shall be deemed non-responsive and will not be considered.

A.7.1. Bid Due Date & Time

Date: October 3, 2018

Time: 2:00 PM CST

A.7.2. Bid Firm Time: Vendor's Bid must remain firm for 90 days from opening.

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A.7.3. Submit/Deliver Paper Bids To:

Label (outside of envelopes/containers):

Agency: Illinois Department of Transportation	“Sealed Bid – Do Not Open”
Attn: Megan Seitzinger	Project Title & Reference #: Light and Medium Duty Paratransit Vehicles/ 2019-05
Address: 2300 S. Dirksen Parkway, Rm 302	Due Date & Time: 10/03/18 @ 2:00 PM CST
City, State Zip: Springfield, IL 62764	<i>Vendor Name</i>
	<i>Vendor City, State and Zip</i>

Please note: If you are enclosing your sealed bid in a carrier’s container, write **2019-05 Paratransit Vehicles** on the outside of that container so the Department 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). Please also include the completed specification/questionnaire and Attachments JJ.

A.8.2 Packet 2 shall contain the Offer (Section 2, Part B).

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

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 the Exceptions to Solicitation Contract Terms and Conditions form, but should not include exceptions to Agency specifications, terms and conditions, 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.

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A.8.3. Packet 3 shall contain Attachments BB through GG, and II.

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).

Separately seal and label each packet.

A.9 SUBMISSION OF BIDS: To aid in the organization of the Bid, submit it in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the 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. You may put the entire Bid on one CD or USB flash drive.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
Contract and if applicable a Redacted copy, Attachment JJ – PACKET 1	1	1	1
SECTION 2 Part B (OFFER), ATTACHMENT HH, Technical Support Documentation, and applicable forms—PACKET 2	1	1	1
ATTACHMENTS BB through GG and II– PACKET 3	1	1	1

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.

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- 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:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.14 EMPLOYMENT TAX CREDIT:** Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 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 (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code Part 6 are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).
- 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.10) 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.

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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 (30 ILCS 500/), associated administrative rules and other applicable State and Federal statutes and regulations. This competitive process may require that the Bidder provide additional information or otherwise cooperate with the State. If a Bidder does not comply with requests for information or 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 Responsive and Responsible Bidder who submits the lowest price. The State will post a notice to the 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 procuring 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 form ATTACHMENT II.

Type of References: Governmental Entities

Number of Each Reference Type: at least 2

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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 Addresses.

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

A.21 PROTEST REVIEW OFFICE: Bidders may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 6.420. For protests related to specifications, the Protest Review Office must physically receive the protest no later than seven (7) days after the solicitation or related addendum was posted to the Bulletin. 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 Protest Review Office information is as follows:

Chief Procurement Office
Illinois Department of Transportation Phone: (217) 558-5434
Attn: Bill Grunloh
2300 S. Dirksen Parkway, Room 200
Springfield, IL 62764

A.22 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. If the State finds a failure or deficiency, the State may reject the Bid or reflect the failure or deficiency in the evaluation.

A.22.1 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, but may not be limited to:

A.22.1.1 Subcontractor Disclosure: If the Bid includes any subcontractors, then Bidder shall provide the names and addresses of subcontractors in the CONTRACT, Part 1.6.

A.22.1.2. References: If references are required, then Bidder shall complete and return the References form ATTACHMENT II.

A.22.1.3. 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 prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the

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contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in ATTACHMENT BB.

- Illinois Department of Human Rights Public Contracts Number: Bidder may complete and return the IDHR Public Contract Number form in ATTACHMENT CC.
- Standard Certifications: Bidder shall complete and return the Standard Certifications form in ATTACHMENT DD.
- Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in ATTACHMENT EE.
- Disclosure of Business Operations with Iran: Bidder shall complete and return the Disclosure of Business Operations with Iran form in ATTACHMENT FF.
- Business and Directory Information: Bidder shall complete and return the Business and Directory Information form in ATTACHMENT GG.
- Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in ATTACHMENT JJ.

A.22.1.4. 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.22.1.5. 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.22.1.6. 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 deficiencies as a condition of further evaluation.

A.22.2 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:

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A.22.2.1. 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 publicly 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 agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency 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 (30 ILCS 500/) 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 (30 ILCS 500/50-10.5).

A.22.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: 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.22.2.3. Awarded Bidders 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 require a performance bond if, in the opinion of the State, it ensures performance of the contract. 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.

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A.22.2.4. The State may require that a Bidder correct any deficiencies as a condition of further evaluation.

A.22.3. PRICE: The State identifies the lowest priced Bidder that meets Responsibility and Responsiveness requirements. The State ranks Bids in order of price when appropriate.

A.23 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 may render the Bid non-responsive. Instructions, the contract goal, and contact information are included in Attachment NN.

Does this solicitation contain a DBE goal? Yes No

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

A.24 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 Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Department Veteran Small Business Liaison prior to submission of any bid or proposal.

Does this solicitation contain a Veteran Small Business goal? Yes No

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

Veteran Small Business Liaison: Aundra Williams

Phone Number: (217) 782-5360

Email Address: Aundra.Williams@illinois.gov

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 Bid opening date. Go to (<http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification. Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.

END OF INSTRUCTIONS

SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference #: Light and Medium Duty Paratransit Vehicles/ 2019-05

The undersigned authorized representative of the identified Bidder hereby submits this Offer 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 should **use this Form as a final checklist 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

Bidder has reviewed the Solicitation and Contract, including all referenced 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

If submitting a paper Bid, Bidder has packaged the Bid in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time.

Yes No

Bidder shall attach a copy of the warranty for each equipment line item response submitted.

Yes No

B.5 BOND

If applicable, Bidder has submitted its Bid Bond or Performance Bond.

Yes No N/A

B.6 SMALL BUSINESS SET-ASIDE

Bidder is a qualified small business in the Small Business Set-Aside Program at the time Bids are due.

Yes No N/A

B.7 PACKET 1 – CONTRACT

Yes No

B.7.1 Redacted Copy of Bid, if requesting confidential treatment Yes No N/A

B.7.2 Taxpayer Identification Number (ATTACHMENT JJ) Yes No

B.8 PACKET 2 – OFFER

Yes No

B.8.1 Offer Yes No

B.8.2 Exceptions to Solicitation Contract Terms and Conditions
(ATTACHMENT HH) Yes No N/A

B.9 PACKET 3

Yes No

B.9.1 Authorized to Transact Business or Conduct Affairs in Illinois
(ATTACHMENT BB) Yes No

B.9.2 Illinois Department of Human Rights Public Contract Number
(ATTACHMENT CC) Yes No

B.9.3 Standard Certifications (ATTACHMENT DD) Yes No

B.9.4 Financial Disclosures and Conflicts of Interest (ATTACHMENT EE) Yes No

B.9.5 Disclosure of Business Operations in Iran (ATTACHMENT FF) Yes No

B.9.6 Business Directory Information (ATTACHMENT GG) Yes No

B.10 PACKET 4 – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION

B.10.1 Does this solicitation contain a DBE goal? Yes No

B.10.2 Disadvantaged Business Enterprises (DBE) Utilization Plan Yes No N/A

B.11 PACKET 5 – VSB UTILIZATION PLAN

B.11.1 Does this solicitation contain a VSB goal? Yes No

B.11.2 Veteran Small Business Participation and Utilization Plan Yes No N/A

B.12 CONTRACT SIGNATURE

Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.

Yes No

B.13 SUBCONTRACTING

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 REFERENCES

(ATTACHMENT II) Bidder has enclosed references and all pertinent contact information for the references.

Yes No N/A

B.16 PRICING

Bidder has completed the PRICING part of the CONTRACT.

Yes No

B.17 EXCEPTIONS

In preparing the Bid, Bidder has taken (check one box below):

No Exceptions

Exceptions to the State’s language or requirements; Exceptions must be provided on the State’s form (ATTACHMENT HH) or must be in a substantially similar format. The State discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Bidder’s Bid.

B.18 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.19 PREFERENCES

The Illinois Procurement Code provides preferences to promote business opportunities in Illinois for state-funded services and work. Federally Eligible services and work may not allow preferences to be applied to the Bid.

Signature of Authorized Representative: _____

Printed Name 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
Light and Medium Duty Paratransit Vehicles
2019-05

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached here312-to 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.

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
Light and Medium Duty Paratransit Vehicles
2019-05

VENDOR

Vendor Name: Click here to enter text.	Address (City/State/Zip): 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

Procuring Agency: Illinois Department of Transportation	Phone: 312-793-2184
Street Address: 69 W. Washington	Fax: 312-793-1251
City, State ZIP: Chicago, IL 60602	Contact: Mike Healy, OIPI
Official Signature:	Date:
Printed Name: Randall S. Blankenhorn	
Official's Title: Secretary of Transportation	
Legal Signature:	Date:
Legal Printed Name: Philip C. Kaufmann	
Legal's Title: Chief Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Matt Magalis	
Fiscal's Title: Chief Financial Officer	

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Transportation
Light and Medium Duty Paratransit Vehicles
2019-05

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

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 2019-05
- Project Title: Light and Medium Duty Paratransit Vehicles
- Contract #: 2019-05
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- Reference #: 2019-05
- Publication Date:
- Award Code:
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source: State Road Funds
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Department of Transportation seeks the reestablishment of the term contract for the purchase of light and medium duty paratransit vehicles on an as-needed basis as associated with the Division of Public and Intermodal Transportation's Consolidated Vehicle Procurement Program (CVP) Program.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: The purchase of light and medium duty paratransit vehicles that will be granted to Illinois local governmental entities associated with the Section 5310 (49 U.S.C 5310) or the Section 5311 (49 U.S.C. 5311) grant recipient program.

1.2.1 Assignability to Other Agencies:

In no way shall the Illinois Department of Transportation be responsible or liable for vehicles purchased by other agencies through this cooperative assignment process. Each agency shall be responsible to complete individual orders and payments for particular vehicle (s), including any option(s).

The Illinois Department of Transportation will perform pre-award audits that may be used by any other agency to meet Federal Transit Administration (FTA) procurement requirements. Any other qualified recipient that purchases off this contract will be responsible for in-plant inspections (if applicable), final inspection, and post award audits.

1.2.2 Specifications:

The vehicles to be provided under the resultant contract(s) must be in accordance with the applicable technical specifications for light and medium-duty paratransit vehicles, (Appendix 1), herein referenced and incorporated as part of the contract.

1.2.3 Use of State's Name in Contractor Advertising or Public Relations:

The State reserves the right to review and approve the copy related to state's procurement of vehicles prior to production. The State will not allow any state-related copy to be published in the contractor's advertisement or public relations program until submitting the State related copy and receiving prior written approval from the State. The contractor will agree that published information of the state's program will be factual and in no way imply that the State endorses the contractor's firm, service or product.

1.2.4 Venue and Jurisdiction:

All work done pursuant to any contract resulting from this solicitation will be controlled and governed by the laws of the State of Illinois and any actions related to this invitation must be filed in the State of Illinois or Illinois federal court.

1.2.5 Production Line Quality Assurance Inspection:

The Agency shall be represented at the contractor's plant by resident inspector(s). They shall monitor, in the contractor's plant, the manufacture of the vehicles built under this

procurement. The resident inspector(s) shall have access to engineering and quality assurance files, be authorized to approve the pre-delivery acceptance tests, and to release the vehicles for delivery to a state designated facility for final inspection. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects, and any other pertinent matter. The resident inspector(s) may participate in, or conduct, but not limited to, the following quality assurance and specification compliance related activities before, during and after manufacture, assembly and tests:

- Component Inspection
- Subassembly Manufacture and Assembly
- Vehicle Assembly
- Visual and Measured Inspection and Audit
- Component and Subsystem Operation Inspection
- Contractor's Tests, Including Water Leak Test
- Pre-Delivery Tests
- Road Tests
- Final Delivery, Inspection and Release
- Post-Delivery Tests

The presence of these resident inspectors in the plant shall not relieve the Vendor of its responsibility to meet all the requirements of this procurement.

Approximately 30 days prior to the beginning of vehicle manufacture, the resident inspectors shall meet with the Vendor's quality assurance manager. They shall review the inspection procedures and checklists. The resident inspectors may begin monitoring vehicle construction activities approximately two weeks prior to the start of vehicle fabrication.

The Vendor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, file cabinet, chairs, and clothing lockers sufficient to accommodate the resident inspector staff.

1.2.6 Labels:

The Vendor will not place its name stencil, stamping, or marking of any type as advertisement on any of the merchandise of vehicle, other than concealed trademarks or trade names normally installed by the Vendor.

1.2.7 Training, Title Documents and Acceptance:

Prior to the final acceptance of the vehicle, the Illinois Department of Transportation and the Vendor shall schedule a training session for the vehicle recipient. Vendor shall provide comprehensive training covering features, operations, maintenance, and warranty of the vehicle and all components. The trainer shall be qualified to address each of the training subjects.

On the scheduled dates and locations, the Vendor's representative shall also be available to advise the recipients, to provide each recipient with the title documents, and to receive notice of acceptance or non-acceptance.

1.2.8 Payments:

Upon vehicle acceptance and receipt of invoice, a requisition for state and federal grant funds necessary for payment will be processed.

1.2.9 Pre-Award Plant Inspection:

Following the bid opening and as a condition of award, the Vendor shall allow the Agency’s representative to perform plant inspections, verifying the integrity and responsiveness of the manufacturing processes and quality assurance plans.

1.2.10 Collection Vendor Mandatory Requirements:

Vendor shall complete Collection Vendor Mandatory Requirements (Attachments 1 and 2). Vendor shall meet all requirements listed in the Collection Vendor Mandatory Requirements or shall be deemed non-responsive at Illinois Department of Transportation discretion.

1.3. MILESTONES AND DELIVERABLES: N/A

1.4. VENDOR / STAFF SPECIFICATIONS: See Section 1.2

1.5. TRANSPORTATION AND DELIVERY:

1.5.1 Delivery Specifications (Including Schedules and Guarantees)

How many calendar days after notice of award will it take for manufacture of prototype or pilot vehicle?

_____ days (to be completed by Vendor)

How many calendar days after receipt of order(s) will vehicle order(s) be delivered?

_____ days (to be completed by Vendor)

1.5.2 Where Supplies and/or Services are to be Delivered

The Vendor shall be responsible for the delivery of the vehicles to a mutually agreed-upon location within the State of Illinois, as designated in orders placed against the resultant contract. The Vendor shall advise the Illinois Department of Transportation, Division of Public and Intermodal Transportation of the delivery date at least 30 days prior to scheduled delivery.

If any vehicle is delivered incomplete, or in non-conformance with specifications or contains any defective or damaged parts, the Vendor shall, at its expense, furnish and replace such parts as acceptable to the receiving entity. The receiving entity shall not be required to furnish space, labor or material to perform Vendor’s obligations.

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 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).

1.6.5. Within fifteen (15) calendar days of when Vendor receives any payment from the State for performance that include services performed or materials supplied by a subcontractor, Vendor shall pay the subcontractor for the services or materials it supplied as part of the payment for performance from the State to Vendor. If Vendor, without reasonable cause, fails to make full payment of amounts due to subcontractor within fifteen (15) days after receipt of a payment under this Contract, Vendor shall pay to the subcontractor, in addition to the payment due, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. In the event that a dispute between Vendor and Subcontractor arises regarding payment for services performed or materials supplied under the Contract, the dispute resolution procedure outlined in Section 7(b) of the Illinois Prompt Payment Act, 30 ILCS 540/7(b) may be utilized by any aggrieved Subcontractor. Any payment or portion of a payment subject to this paragraph may only be withheld from a Subcontractor to which it is due for reasonable cause. Vendor shall not withhold retainage from a subcontractor. The State will not approve any delay or postponement of the 15 day payment requirement, above, except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the Illinois State Prompt Payment Act.

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:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract. Award will be made by the complete low total to the responsible bidder offering the lowest responsive bid. The quoted prices shall be F.O.B. destination, freight prepaid to delivery location as specified.
- 2.1.2 Rate of Compensation for Supplies and/or Services to be Provided: Stated prices include providing all supplies and/or services specified in compliance with all terms, conditions and requirements as stated in this Contract.
- 2.1.3 The quantities listed in the Pricing Table are estimated based on historical need. They are listed for information and to facilitate a comparison of bids. They are not a guarantee of the quantities that will be needed during the contract period, which may be more or less than the estimated.
- 2.1.4 It is the intent of the State to award all optional equipment and encourage bidders to quote their best offer. However, optional equipment pricing deemed not fair and reasonable by the State will not be awarded.
- 2.1.5 Pricing shall be submitted in the following format:

Description of Items To Be Priced	Estimated Quantity	Unit of Measure	Per Unit Price	Extended Price
Paratransit Bus, Light Duty in accordance with technical specifications revised 6/19/2018.	200	Each		
Required Option D for Light Duty Paratransit Bus – Rear Help Bumper, in accordance with Department specifications, Section 2.9.1 Required Option	1	Each		
Required Option F for Light Duty Paratransit Bus – OEM Standard Radio, Section 2.11.8.2 Required Option	1	Lot		
Required Option K for Light Duty Paratransit Bus – Electrically Powered Front Door, in accordance with Department specifications, Section 3.3.6.2.2 Required Option	1	Lot		
Required Option M for Light Duty Paratransit Bus – Under Seat, Seat-Belt Retractors, Section 3.3.10.1.2 Required Option	1	Set		
Required Option V for Light Duty Paratransit Bus – Backup Warning System, Section 3.4.1.9 Required Option	1	Lot		
Required Option X for Light Duty Paratransit Bus – Remote Operation and Electrically Heated Exterior Mirrors, in accordance with Department specifications, Section 3.4.2.1 Required Option	1	Lot		

Required Option AA for Light Duty Paratransit Bus – 1,000 Lb. Capacity Wheelchair/Mobility Aid Lift, Section 3.5.2.2 Required Option	1	Each		
Total for Light Duty Paratransit Vehicle and Required Options				\$
Option A for Light Duty Paratransit Bus – Alternative Seating Capacity Configuration, Section 1.5.1.1.1 (add separate pricing for additional configurations if applicable)	1	Lot		
Option B for Light Duty Paratransit Bus - Gasoline Flex-Fuel Engine, Section 2.2.1.1	1	Each		
Option C for Light Duty Paratransit Bus – Rubber Shear Spring Rear Suspension, in accordance with Department specifications, Section 2.4.3.2	1	Set		
Option E for Light Duty Paratransit Bus – Non-Locking Fuel Access Door, in accordance with Department specifications, Section 2.10.2	1	Lot		
Option G for Light Duty Paratransit Bus – Marine Plywood Floor, in accordance with Department specifications, Section 3.3.3.2	1	Each		
Option H for Light Duty Paratransit Bus – 2.2 mm PVC Anti-Skid Smooth Floor and Step Covering, Section 3.3.3.3	1	Lot		
Option I for Light Duty Paratransit Bus – Colored Floor Covering, for 2.2 mm PVC Smooth Floor in accordance with Department specifications, Section 3.3.3.3	1	Each		
Option I for Light Duty Paratransit Bus – Colored Floor Covering, for Standard Floor in accordance with Department specifications, Section 3.3.3.3	1	Each		
Option J for Light Duty Paratransit Bus – Storage Device for Walkers, Crutches, Oxygen Tanks, Canes or Braces, Section 3.3.5.6	1	Each		
Option L for Light Duty Paratransit Bus – Emergency Rear Window (replaces rear door), in accordance with Department specifications, Section 3.3.6.3.8	1	Each		
Option N for Light Duty Paratransit Bus – Aftermarket Driver’s Seat, Section 3.3.10.3.4	1	Each		
Option P for Light Duty Paratransit Bus – Additional Automatic Tightening Wheelchair/Mobility Aid Securement System, in accordance with Department specifications, Section 3.3.10.6.1	1	Set		
Option Q for Light Duty Paratransit Bus – Retractable Underseat Storage of Wheelchair/Mobility Securements, Section 3.3.10.6.1	1	Set		
Option R for Light Duty Paratransit Bus – Engine Hour Meter, Section 3.3.13.6	1	Each		
Option U for Light Duty Paratransit Bus – Public Address System, Section 3.3.22	1	Lot		
Option W for Light Duty Paratransit Bus – Backup Camera System, Section 3.4.1.10	1	Lot		
Option Y for Light Duty Paratransit Bus – Destination and Route Signs, Section 3.4.4	1	Lot		

Option Z for Light Duty Paratransit Bus – Bicycle Rack, Section 3.4.5	1	Each		
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Paratransit Bus, Medium Duty in accordance with technical specifications revised 6/19/2018.	400	Each		
Required Option F for Medium Duty Paratransit Bus – Rear Help Bumper, in accordance with Department specifications, Section 2.9.1 Required Option	1	Each		
Required Option H for Medium Duty Paratransit Bus – OEM Standard Radio, Section 2.11.8.2 Required Option	1	Lot		
Required Option M for Medium Duty Paratransit Bus – Electrically Powered Front Door, in accordance with Department specifications, Section 3.3.6.2.8 Required Option	1	Lot		
Required Option O for Medium Duty Paratransit Bus – Under Seat, Seat-Belt Retractors, Section 3.3.10.1.2 Required Option	1	Set		
Required Option U for Medium Duty Paratransit Bus – Dual Compressor Air Conditioning System, Section 3.3.14.1.3 Required Option	1	Lot		
Required Option Y for Medium Duty Paratransit Bus – Backup Warning System, Section 3.4.1.9 Required Option	1	Lot		
Required Option AA for Medium Duty Paratransit Bus – Remote Operation and Electrically Heated Exterior Mirrors, in accordance with Department specifications, Section 3.4.2.1 Required Option	1	Lot		
Required Option DD for Medium Duty Paratransit Bus – 1,000 Lb. Capacity Wheelchair/Mobility Aid Lift, Section 3.5.2.2 Required Option	1	Each		
Total for Medium Duty Paratransit Vehicle and Required Options				\$
Option A for Medium Duty Paratransit Bus – Four Wheelchair/Mobility Aid Positions, Section 1.5.1.1.1	1	Lot		
Option D for Medium Duty Paratransit Bus - Diesel-Fueled Engine, Section 2.2.1.1	1	Each		
Option E for Medium Duty Paratransit Bus – Rubber Shear Spring Rear Suspension, in accordance with Department specifications, Section 2.4.3.2	1	Set		
Option G for Medium Duty Paratransit Bus – Non-Locking Fuel Access Door, in accordance with Department specifications, Section 2.10.2	1	Lot		
Option I for Medium Duty Paratransit Bus – Marine Plywood Floor, in accordance with Department specifications, Section 3.3.3.2	1	Each		
Option J for Medium Duty Paratransit Bus – 2.2 mm PVC Anti-Skid Smooth Floor and Step Covering, Section 3.3.3.3	1	Lot		

Option K for Medium Duty Paratransit Bus – Alternative Colored Floor Covering, for 2.2 mm PVC Smooth Floor in accordance with Department specifications, Section 3.3.3.3	1	Each		
Option K for Medium Duty Paratransit Bus – Alternative Colored Floor Covering, for Standard Floor in accordance with Department specifications, Section 3.3.3.3	1	Each		
Option L for Medium Duty Paratransit Bus – Storage Device for Walkers, Crutches, Oxygen Tanks, Canes or Braces, Section 3.3.5.6	1	Each		
Option N for Medium Duty Paratransit Bus – Emergency Rear Window (replaces rear door), in accordance with Department specifications, Section 3.3.6.3.8	1	Each		
Option P for Medium Duty Paratransit Bus – Aftermarket Driver’s Seat, Section 3.3.10.3.4	1	Each		
Option R for Medium Duty Paratransit Bus – Additional Automatic Tightening Wheelchair/Mobility Aid Securement System, in accordance with Department specifications, Section 3.3.10.6.1	1	Set		
Option S for Medium Duty Paratransit Bus – Retractable Underseat Storage of Wheelchair/Mobility Securements, Section 3.3.10.6.1	1	Set		
Option T for Medium Duty Paratransit Bus – Engine Hour Meter, Section 3.3.13.6	1	Each		
Option V for Medium Duty Paratransit Bus – Bacteria Killing System, Section 3.3.14.5	1	Lot		
Option W for Medium Duty Paratransit Bus – Passenger Signal System, Chime System Installed over the Full Length of the Pass. Compartment, Section 3.3.21	1	Lot		
Option W for Medium Duty Paratransit Bus – Passenger Signal System, Activation Mechanism for One Wheelchair Securement Area, Section 3.3.21	1	Lot		
Option X for Medium Duty Paratransit Bus – Public Address System, Section 3.3.22	1	Lot		
Option Z for Medium Duty Paratransit Bus – Backup Camera System, Section 3.4.1.10	1	Lot		
Option BB for Medium Duty Paratransit Bus – Destination and Route Signs, Section 3.4.4	1	Lot		
Option CC for Medium Duty Paratransit Bus – Bicycle Rack, Section 3.4.5	1	Each		

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 firm.

2.3 ESCALATION: Contract prices must remain firm for the first twelve months of the contract. After this period and including potential renewal, the price(s) is subject to the following changes.

The Contractor may be allowed to adjust the purchase price of each vehicle in the event of changes in cost attributable to any of the following conditions:

- 1) A documented inflationary increase in the overall cost of building the vehicle, as determined by the national Producer Price Index (PPI) for Motor Vehicle Body Manufacturing (Series ID: PCU336211336211).

The Contractor shall be entitled to adjust the price of each vehicle to account for manufacturing cost increases due to inflation. The price adjustment shall be based on the percentage increase in the national PPI, from the execution date of the contract up to the date that the price adjustment is requested. The price adjustment shall be computed by applying the PPI percentage increase to the cost of the vehicle (as specified in the original contract award), less the documented cost of the OEM chassis or major chassis components as defined in Item 2) in the next paragraph. The Contractor is responsible for notification of price reductions as well as price increases.

- 2) A documented increase or decrease in the cost of the OEM chassis or, if applicable, the cost of major chassis components.

The Contractor shall be entitled to adjust the price of each vehicle to account for changes in the cost of either the OEM chassis or, for a Contractor constructing a chassis, in the combined cost of the engine, transmission, axles and frame rails. The price adjustment can be an increase or a decrease dependent upon the overall changes in costs. The Contractor shall submit written documentation to establish the change in the cost of the OEM chassis, or the combined cost of the major chassis components, from the execution date of the contract up to the date the price adjustment is requested. The State reserves the right to request documentation such as invoices, published price lists or any other written evidence supporting the requested price change. The Contractor is responsible for notification of price reductions as well as price increases.

- 3) A documented increase or decrease in the cost of vehicle equipment (other than major chassis components or design features) due to design, technology and/or manufacturing process improvements, as requested by the State.

The State may request changes in vehicle equipment due to improvements in design, technology and/or manufacturing processes or changes in state, federal law or regulations. The Contractor shall adjust the price of each vehicle to account for equipment changes requested by the State. The price adjustment can be an increase or a decrease dependent upon the overall changes in equipment costs. The Contractor shall provide written documentation to establish the change in the cost of specific equipment items, from the execution date of the contract up to the date the price adjustment is requested. The State reserves the right to request documentation such as invoices, published price lists or any other written evidence supporting the requested price change. The Contractor is responsible for notification price reductions as well as price increases.

In all cases, the approval must be given from the Department of Central Management Services to reflect any price adjustments. Such approval shall be in the form of an amendment issued by the Department of Central Management Services. If the Contractor has accumulated a large number of complaints for non-delivery, the claim

may be denied until such time that all past complaints are resolved to the satisfaction of the Department. In any event, the claim for adjustment shall not apply to orders already placed.

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

- 2.4 EXPENSES ALLOWED:** Expenses are not allowed.
- 2.5 DISCOUNT:** The State may receive a [Click here to enter text](#) % discount for payment within [Click here to enter text](#) days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.6 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: N/A
- 2.5.2. Renewal Compensation: N/A

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of Upon Execution and terminate five (5) years after execution.

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

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

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

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

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

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

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

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an

appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 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 performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is 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 not limited to:
 - 4.1.3.1 Withholding payments;
 - 4.1.3.2 Assessing Sanctions;
 - 4.1.3.3 Liquidated Damages; and/or
 - 4.1.3.4 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 prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.6 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.7 **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 Agency's Illinois tax exemption number and Federal tax exemption information.
- 4.1.7.2 Vendor shall invoice at the time vehicles are delivered and approved 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, Office of Intermodal Project Implementation
Attn:	Mike Healy
Address:	69 W. Washington, Suite 2100
City, State Zip	Chicago, IL 60602

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

any dispute concerning this contract is being resolved unless otherwise directed by the State.

- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential

data or information contained in such work shall be subject to the confidentiality provisions of this contract.

- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** 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 Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules,

ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

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

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

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

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

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor.

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 SUPPLEMENTAL PROVISIONS

Department Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS AND FEDERAL PROVISIONS

5.1 Supplemental Terms and Conditions for Paratransit Vehicles (Federal Provisions)

- 5.1.1 Standard Assurances.** These federal provisions include, in part, certain standard terms and conditions required by U.S. DOT, whether or not expressly set forth in the following provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the resultant contract. The contractor shall not perform any act, fail to perform any act or refuse to comply with any of the State's requests which would cause the State to be in violation of the FTA terms and conditions.
- 5.1.2 Buy America Requirements.** The contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the State the Buy America certification (attached) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.
- 5.1.3 Cargo Preference Requirements.** The contractor agrees to the following:
- (a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
 - (b) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the State (through the contractor in the case of a subcontractor's bill-of-lading.)

- (c) To include these requirements in all subcontracts issued pursuant to the resultant contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

5.1.4 Clean Water. For all contracts and subcontracts exceeding \$100,000, VENDOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

5.1.5 Bus Testing. The contractor or manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CRF Part 665 and shall perform the following:

- (a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the State at a point not less than one month prior to the contractor's final production of the first vehicle.
- (b) A manufacturer who released a report under (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
- (c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the State prior to the State's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- (d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the State of such a vehicle and the details of that vehicle's configuration and major components.
- (e) The contractor shall submit a certification of compliance with FTA's bus testing requirements (attached).

5.1.6 Pre-Award and Post Delivery Audits Requirements. The contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following:

- (a) The contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the bidder/offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly (certification attached).
- (b) The contractor shall submit evidence that it will be capable of meeting the bid specifications.

- (c) Federal Motor Vehicle Safety Standards (FMVSS): The contractor shall submit:
 - 1) Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or
 - 2) Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

5.1.7 Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification as required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the State.

5.1.8 Access to Records and Reports.

- (a) Contractor agrees to provide the State, the FTA administrator or his authorized representatives, including any PMO contractor, access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302 (a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5310, 5311, 5316 or 5317. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (b) Where the State enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and grantee is an institution of higher education, a hospital or other non-profit organization and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 19.48, contractor agrees to provide the State, FTA administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (c) Where the State as an FTA recipient in accordance with 49 U.S.C. 5325 (a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (d) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(e) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the purchaser, the FTA administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. This is referenced under 49 CFR 18.39(l)(11).

5.1.9 Federal Changes. Contractor shall at all times comply with all FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply shall constitute a material breach of the contract.

5.1.10 Clean Air. For all contracts and subcontracts exceeding \$100,000, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7601 – 7671q).

5.1.11 Contract Work Hours and Safety Standards Act.

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth under paragraph 1 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth under paragraph 1 of this section in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek for forty hours without payment of the overtime wages required by the clause set forth under paragraph (a) of this section.

(c) Withholding for Unpaid Wages and Liquidated Damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth under paragraph (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

5.1.12 No Government Obligation to Third Parties. The purchaser and contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to the contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.1.13 False or Fraudulent Statements or Claims. The VENDOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the VENDOR the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. VENDOR agrees to include this clause in all state and federal assisted contracts and subcontracts.

5.1.14 Changed Conditions Affecting Performance. The VENDOR shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

5.1.15 Third Party Disputes or Breaches. The VENDOR agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the VENDOR. The VENDOR will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the VENDOR seeks to name the Government as a party to the litigation, the VENDOR agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the VENDOR will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.

5.1.16 Non-Waiver. The VENDOR agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the VENDOR of any terms of this Agreement or any default on the part of the VENDOR which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies

available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- 5.1.17 Energy Conservation.** To the extent applicable, the VENDOR and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- 5.1.18 Termination.** The State may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the government's best interest. The contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the State to be paid the contractor. If the contractor has any property in its possession belonging to the State, the contractor will account for the same, and dispose of it in the manner the State directs.
- 5.1.19 Debarment, Suspension, and Other Responsibility Matters.** The following provisions pertain to lower tier covered transactions (third party contracts over \$100,000):
- (a) The contractor certifies with submission of the bid that the prospective lower tier participant is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized in writing by the State. If it is later determined that the prospective lower tier participant knowingly rendered erroneous information, in addition to other remedies available to the federal government, the State may pursue available remedies, including suspension and/or debarment.
 - (b) The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "persons", "principal", "proposal", and "voluntarily excluded" as used in this section have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
 - (d) With submission of the bid proposal the prospective lower tier participant agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.
 - (e) The prospective lower tier participant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by the U.S. General Service Administration.

- (f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph 5 of this provision, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, the State may pursue available remedies including suspension and/or debarment.

5.1.20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction.

- (a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its “principals” [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to the bid.

5.1.21 Civil Rights Requirements.

- (a) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit Law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity – The following apply to this resultant contract:
 - 1) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal Transit Laws at 49 U.S.C. 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”, 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity”, as amended by Executive Order No. 11375, “Amending

Executive Order 11246 Relating to Equal Employment Opportunity”, 42 U.S.C 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit Law at 49 U.S.C. 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(c) The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5.1.22 DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 and as amended in section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this resultant contract. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and as amended in section 106(c) of the STURAA of 1987 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of U.S. DOT assisted contracts.

5.1.23 Fly America. VENDOR will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

5.1.24 Transit Vehicle Manufacturer (TVM) Certification. The contractor agrees to comply with all the requirements of 49 CFR 23.67, as they apply to the procurement of transit vehicles under this resultant contract, including but not limited to, furnishing the vehicle purchaser with a certification that it is in full compliance with all the regulatory requirements of 49 CFR 23.67.

5.1.25 Environmental Protection. The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 *et seq.* Consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality”, 42 U.S.C. 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures”, 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.1.26 Access Requirements for Persons with Disabilities (ADA). The contractor agrees to comply with the requirements of 49 U.S.C. 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)”, 49 C.F.R. Part 37
- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance”, 49 C.F.R. Part 27
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S.DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles”, 36 C.F.R. Part 1192 and 49 C.F.R. Part 38
- (d) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services”, 28 C.F.R. Part 35
- (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities”, 28 C.F.R. Part 36
- (f) U.S. GSA regulations, “Accommodations for the Physically Handicapped”, 41 C.F.R. Subpart 101-19
- (g) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled”, 47 C.F.R. Part 64, Subpart F
- (i) FTA regulations, “Transportation for Elderly and Handicapped Persons”, 49 C.F.R. Part 609
- (j) Any implementing requirements FTA may issue

5.1.27 Notification of Federal Participation. In the announcement of any third party contract award for goods or services (including construction services) having an

aggregate value of \$500,000 or more, the contractor agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express the amount of that federal assistance as a percentage of the total cost of that third party contract.

5.1.28 Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- Department Specific Terms and Conditions

STATE OR FEDERAL AID SUPPLEMENTAL PROVISION

5.2.1 AMENDMENTS:

This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

5.2.2 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 Department 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.

5.2.3 PUBLICITY:

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

5.2.4 CONSULTATION:

Vendor shall keep the Department 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 Department the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.2.5 ACCOUNTING:

The Vendor shall be responsible for utilizing the appropriate provisions contained in the Federal Acquisition Regulations System (see 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 Department pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Department directives. Information regarding the cost principles in Title 48, Code of Federal Regulations, part 31 (Contract Cost Principles and Procedures) may be viewed at the following website: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title48-vol1/pdf/CFR-2015-title48-vol1-part31.pdf>

5.2.6 THIRD PARTY BENEFICIARIES:

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

5.2.7 SUCCESSORS IN INTEREST:

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

5.2.8 VENDOR'S TERMINATION DUTIES:

The Vendor, upon receipt of notice of termination or upon request of the Department, shall:

Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Department may require;

Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Vendor;

Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

Cooperate in good faith with the Department, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;

Immediately return to the Department any payments made by the Department for services that were not rendered by the Vendor.

5.2.9 OVERTIME:

All work performed by Vendor at overtime rates shall be pre-approved by the Department in writing.

5.2.10 PURCHASE OF EQUIPMENT AND MAINTENANCE ASSURANCE:

Vendor shall not purchase equipment with funds received under this Contract without having obtained the Department's prior written approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Vendor's performance under this Contract and having a useful life of two years or more and an acquisition cost of at least \$100. Vendor acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. Vendor acknowledges that any equipment purchased under this provision is and shall remain the property of the Department.

The Department reserves the right to maintain any equipment purchased under this Contract using Department personnel or third party maintainers. In such case, Vendor shall provide the Department or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Department reserves the right to return to Vendor's maintenance following written certification by Vendor that the equipment is eligible for Vendor's maintenance. Vendor's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Vendor's maintenance shall apply. Exercise of these rights by the Department shall be without penalty or sanction by Vendor.

If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Department at no cost adequate documentation and access to specialized or proprietary tools to allow the Department or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another Vendor and at a price acceptable to the Department.

5.2.11 USE OF THIRD PARTIES:

The Department acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Department, so the Vendor must obtain the Department's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

A Vendor who obtains the Department's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and financial disclosures to Department for review and approval upon request. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause. Please see Sec. 4.3 under Standard Business Terms and Conditions in the Contract.

5.2.12 USE OF WORK PRODUCT:

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

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 Department, including any patent, copyright or other intellectual property rights;

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;

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 Department 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;

Department shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

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;

The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Department in furtherance of performance of the Contract shall remain the property of the Vendor; and

Vendor grants to the Department a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

5.2.13 FEDERAL CONTRACT CLAUSES:

FTA funded contracts include all applicable federal contract clauses as listed in Appendix D of FTA Circular 4220.1F and Appendix II of 2 CFR 200, and are hereby incorporated by reference. These federal contract clauses include, but are not limited to the following:

- Americans with Disabilities Act (ADA)
- Buy America
- Clean Air
- Drug and Alcohol Testing
- Bus Testing
- Federal Motor Vehicle Safety Standards
- Davis Bacon Labor Standards
- Debarment and Suspension
- Lobbying
- Civil Rights (Title VI, ADA, EEO, etc.)

5.2.14 TVM CERTIFICATION: The Department is an FTA federal fund recipient/grantee. As part of the Department's DBE program, the Department must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid on transit vehicle procurements funded by FTA, certify that it has complied with the requirements of 49 CFR 26.49. Only those TVMs listed on FTA's certified list or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation are eligible to bid. The Department is required to include a provision in its bid specifications requiring the TVM certification as a condition of permission to bid.

A list of certified TVMs that have submitted required DBE information to FTA is available at the FTA website: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>. However, this list is not exclusive and the Department will consult with FTA to verify the status of TVMs not currently on the website. Prior to award, evidence that this website has been checked or evidence of communication with FTA's Office of Civil Rights to validate TVM certification, will be included in the procurement file.

FTA has instructed TVMs to submit to grantees a copy of their FTA approval letters along with the TVM certifications.

The TVM definition is codified at 49 CFR 26.5. Note that producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered to be TVMs. Further, to the extent to which a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retro-fitting, that remanufacturer is considered a TVM. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale "off the lot" are not considered TVMs. **To be eligible for award, a bidder must either provide TVM certification or explanation of why it is not a TVM for purposes of 49 CFR 26:**

(1) Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

(2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout 49 CFR part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.

(3) FTA recipient's failure to comply with the requirements set forth in paragraph (a) of this section may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

(4) FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.

If Vendor is a dealer, and not a vehicle manufacturer, IDOT will collect TVM certifications from the dealer for the vehicles offered in the bid to satisfy FTA requirements. **Failure to submit a TVM certification will render the bid not responsive.**

All of the requirements listed in Section 7 3.13 apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

5.2.15 FEDERAL FUNDING:

5.2.15.1 Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Vendor certifies that it:

(a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

(b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(d) Will initiate and complete the work within the applicable project time periods;

(e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;

- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

5.2.15.2 CERTIFICATION REGARDING LOBBYING:

As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:

(a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and

(b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

(c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

The Vendor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Vendor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.2.15.3 CONTROL OF PROPERTY:

Vendor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

5.2.15.4 COST PRINCIPLES:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and

all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

5.2.15.5 DAVIS-BACON ACT:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

5.2.15.6 DEBARMENT:

Vendor shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. Vendor certifies that to the best of its knowledge and belief, Vendor and Vendor’s principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency/Buyer or agency;

b) within a three-year period preceding this Contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above;

d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective Vendor to certify to the certification in this section will not necessarily result in denial of participation in this Contract. The prospective Vendor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Agency/Buyer determined whether to enter into this transaction. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause. The Vendor shall provide immediate written notice to the Agency/Buyer if at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier

covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Vendor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Agency/Buyer. The Vendor agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the Agency/Buyer, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Vendor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless Vendor knows the certification is erroneous. Vendor may decide the method and frequency by which it determines the eligibility of its principals. Each Vendor may, but is not required to, check the Non-procurement List. If a Vendor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

5.2.15.7 DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE:

In accordance with 49 CFR 26.13(a), as amended, the Vendor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Vendor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and sub agreements supported with Federal assistance derived from the U.S. DOT. The Vendor’s DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a Part of this Contract for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Vendor, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification by the Federal Government or the Agency/Buyer to the Vendor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended,

and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

5.2.15.8 DRUG FREE WORKPLACE:

The Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 C.F.R. 32.

5.2.15.9 INTELLIGENT TRANSPORTATION SYSTEMS PROGRAM:

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

(a) In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the Vendor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.

(b) With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the Vendor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

5.2.15.10 NONDISCRIMINATION ASSURANCE:

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Vendor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Vendor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of

similar services or benefits, or as long as the Vendor retains ownership or possession of the project property, whichever is longer, the Vendor assures that:

(a) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project. (b) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Vendor assures that it will submit the required information pertaining to its compliance with these requirements. (c) It will include in each sub agreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any sub recipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project. (d) Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits. (e) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance. (f) It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

5.2.15.11 NONDISCRIMINATION ON THE BASIS OF DISABILITY:

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Vendor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Vendor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal Agency/Buyers or agencies.

5.2.15.12 PROCUREMENT COMPLIANCE CERTIFICATION:

The Vendor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Vendor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each sub recipient and each contractor will also include in its sub agreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

5.2.15.13 STANDARD ASSURANCES:

The Vendor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Vendor agrees that the most recent federal requirements will apply to the project.

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

The following certifications are to be completed and are to become a part of the resultant contract:

Certification requirements for procurement of steel or manufactured products. If steel, iron, or manufactured products (as defined in Sec. Sec. 661.3 and 661.5 of the Buy America requirements are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in Sec. 661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH FTA BUY AMERICA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate for Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs currently set at \$100,000.)

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR Part 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR
POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT):
THE VENDOR, _____,

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OR THE
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE
PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET. SEQ.* ARE APPLICABLE THERETO:

Signature of Vendor's Authorized Official _____ Date

Typed Name and Title of Vendor's Authorized Official

The undersigned chief counsel for the

_____ hereby certifies that the

_____ has authority under State and local law to
comply with the subject assurances and the certification above has been legally made.

Signature of applicant's attorney _____ Date

Typed Name of Applicant's Attorney

ATTACHMENT A
Department of Transportation Use Only

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: _____

Federal Project Number: _____

Name of Project: _____

CFDA Number*, Federal Agency, Program Title: _____

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR
A-133**

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement on the following page.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required

I certify that _____ did not expend \$500,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____

ATTACHMENTS

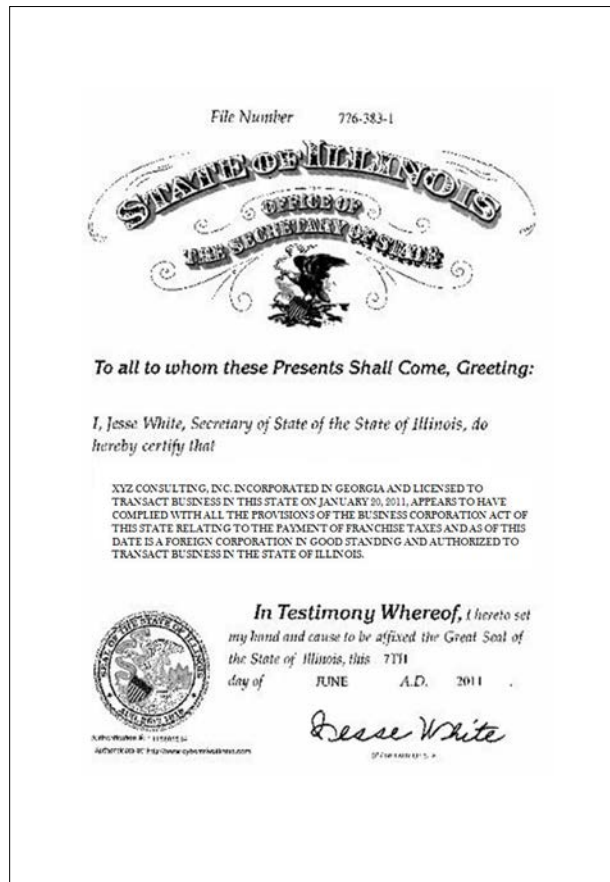
**ATTACHMENT BB
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS**

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting an offer and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications found in Attachment DD.

Certification #31 requires Vendor to check one of three 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 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 contract award. 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 http://www.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx.
- 1.6.3 Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**ATTACHMENT DD
STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard 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 January of each year that this contract remains in effect.

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

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

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 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 www.dhs.state.il.us/iitaa 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act.

31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the

timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

32. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

ATTACHMENT EE
STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

DISCLOSURES

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

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$50,000 and all subcontracts 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.

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Click here to enter text.
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Click here to enter text.
Disclosing Entity’s Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

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

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

- 3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
- 4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
- 5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
- 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
- 7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
- 8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
- 9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
- 10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

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

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

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Yes No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois
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**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

				Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

Signature: _____

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

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

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

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

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

**ATTACHMENT FF
STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS IN IRAN**

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.

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

[Click here to enter text](#)

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

1. Name of Business (official name and DBA) [Click here to enter text](#)

1. 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](#)
[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](#)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)

8. Company Web Site Address
[Click here to enter text](#)

9. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
[Click here to enter text](#)

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

10. Length of time in business

[Click here to enter text](#)

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

[Click here to enter text](#)

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

[Click here to enter text](#)

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

- | | | | |
|-------------|--|--------------------------|-----|
| 13.1 | Minority (30 ILCS 575/2(A)(1) & (3)) | <input type="checkbox"/> | Yes |
| 13.2 | Female (30 ILCS 575/2(A)(2) & (4)) | <input type="checkbox"/> | Yes |
| 13.3 | Person with Disability
(30 ILCS 575/2(A)(2.05) & (2.1)) | <input type="checkbox"/> | Yes |
| 13.4 | Disadvantaged (49 CFR 6) | <input type="checkbox"/> | Yes |
| 13.5 | Veteran (30 ILCS 500/45-57) | <input type="checkbox"/> | Yes |
| 13.6 | Small Business (30 ILCS 500/45-45) | <input type="checkbox"/> | Yes |

**ATTACHMENT HH
STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

[Click here to enter text](#) agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor'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 VENDOR TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

[Click here to enter text](#) hereby agrees to the exceptions provided by [Click here to enter text](#) and to the Additional Terms and Conditions provided by [Click here to enter text](#).

Agreed: Click here to enter text	Agreed: Click here to enter text
By: Click here to enter text	By: Click here to enter text
Signed:	Signed:
Position: Click here to enter text	Position: Click here to enter text
Date: Click here to enter a date.	Date:

**ATTACHMENT II
STATE OF ILLINOIS
REFERENCES**

REFERENCES

Provide references from established firms or government agencies ([Click here to enter text.](#)) other than the procuring agency that can attest to Bidder's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, phone, and email address): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

2. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

3. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

4. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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

**ATTACHMENT JJ
STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

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

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

Taxpayer Identification Number:

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

or

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

Legal Status (check one):

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

Signature of Authorized Representative: _____

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

*****END OF DOCUMENT*****