The **Illinois Department of Transportation (IDOT)** (“Agency” or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

**Brief Description:**

IDOT conducts a Condition Rating Survey (CRS) to assess the pavement condition of its nearly 16,000 center line mile highway system, Illinois’ portion of the National Highway System (NHS), National Highway Freight Network (NHFN), Highway Performance Monitoring System (HPMS) sample sections, and all Functionally Classified Routes for a total of about 43,000 centerline miles. The CRS is an important tool to assist the Department and other Highway Authorities with pavement management systems and preservation, rehabilitation and reconstruction decisions and activities. The CRS is used to provide an overall assessment of the pavement condition and performance of the highway systems. It is the basis used to determine current pavement condition, project future pavement conditions, and for predicting future programming needs. In addition, the collection will provide high quality pavement data used for the required reporting of highway condition and national pavement performance measures to the Federal Highway Authority (FHWA) in order for the Department to meet current regulations. The Department has the need to collect data and images documenting the condition of the State’s highway system and the systems of other Highway Authorities. Additionally, there is an increased need for an inventory of specific highway roadside assets, attributes, and safety components used in making highway asset management decisions. The highway condition, inventory data and images collected by the vendor will be used by the Department to analyze the condition of the State’s and other Highway Authorities highway systems and assets for the CRS or other pavement condition rating system, Federal Pavement Performance Measures, the Transportation Asset Management Plan (TAMP), and highway safety programs. The goal is to ensure the collection of high quality and valid geo-referenced highway pavement condition and highway asset inventory data statewide for analysis and reporting.

It is also the goal of this procurement that the selected Vendor will achieve a minimum percentage of the total contract of **0%** participation by business owned and controlled by minorities, women and/or disabled persons.

The resulting contract with the awarded vendor shall have an initial term of **four (4) years.** In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 10 years. Subject to the maximum total term limitation, The Department has the option to renew for the following terms: **One (1) – four (4) renewal**

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

**Please adhere to Form and Content of Proposal requirements or offers may not be considered.**

Instructions for Submitting OffersA.

How to Enter InformationA.1.

Published Procurement InformationA.2.

Solicitation ContactA.3.

Offeror Questions and Agency ResponseA.4.

Required MeetingsA.5.

Offer Due Date, Time and Address for Submission of OffersA.6.

Organization RequiredA.7.

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SecurityA.9.

Small Business Set AsideA.10.

Minority Contractor InitiativeA.11.

Federal FundsA.12.

Employment Tax CreditA.13.

Governing Law and ForumA.14.

Public Records and Requests for Confidential TreatmentA.15.

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**Selection of VendorB.**

**OfferC.**

**Section 1 - Specifications/Qualifications/Statement of Work1.**

**Section 2 - Pricing2.**

**Exhibits**

State District Map……………………………………………………………………………………………………………………………………. Exhibit 1

Lane Designation Diagram.………………………………………………………………………………………………………………………. Exhibit 2

Asset Directory...……………………………………………………………………………………………………………………………………… Exhibit 3

LiDAR Asset Data Dictionary.……………………………………………………………………………………………………………………. Exhibit 4

Structure Inventory Sheet.………………….……………………………………………………………………………………………………. Exhibit 5

RRX Ground Clearance……….………………….……………………………………………………………………………………………………. Exhibit 6

**Attachments**

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Illinois Department of Human Rights Public Contracts NumberCC

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Financial Disclosures and Conflicts of InterestHH

Disclosure of Business Operations in IranII

Business and Directory InformationJJ

ReferencesKK

Solicitation Contract Terms and Conditions ExceptionsLL

Taxpayer Identification NumberMM

1. **INSTRUCTIONS FOR SUBMITTING OFFERS**
   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 Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.
   2. **PUBLISHED PROCUREMENT INFORMATION:** The Department publishes procurement information, including updates, on the Illinois Transportation Procurement Bulletin (Bulletin):

<https://webapps.dot.illinois.gov/WCTB/ConstructionSupportProcurementRequest/BulletinItems>

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

* 1. **Solicitation CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided to any other person.

|  |  |
| --- | --- |
| Solicitation Contact: **Omolara Erewele** | Phone: (217) 785-5234 |
| Agency: **Illinois Department of Transportation (IDOT)** | Fax: (217) 782-5634 |
| Street Address: 2300 S. Dirksen Parkway, Room 302/303 |  |
| City, State Zip: Springfield, IL 62764 |  |
| Email: [Omolara.Erewele@illinois.gov](mailto:Omolara.Erewele@illinois.gov) |  |

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

* 1. **Offeror QuestioNS AND AGENCY RESPONSE:** All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact using the information stated above no later than **ten (10) business days before proposal due date**. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.
  2. **REQUIRED MEETINGS**

Offeror Conference/Site Visit:  Yes  No

Mandatory Attendance:Yes  No

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

Date:NA

Time: NA

Location:NA

* 1. **OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS**: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date and Time specified below.
     1. Offer Due Date & Time

Date: **July 11, 2024**

Time: **1:30 PM CST**

* + 1. Offer Firm Time**:**  The Offer must remain firm for **180 days** from opening.
    2. Submit/Deliver Offers To: Label (outside of envelopes/containers):

|  |  |
| --- | --- |
| Agency: **Department of Transportation** | **“Sealed Bid – Do Not Open”** |
| Attn: **Omolara Erewele** | Project Title: **Condition Rating Survey Data Collection Services**  Reference #: **CRSFY25** |
| Address: 2300 S Dirksen Parkway | Due Date: **July 11, 2024**  Time: **1:30 PM CST** |
| City, State Zip: Springfield, Illinois 62764 | *Offeror Name* |
| Email: [Omolara.Erewele@illinois.gov](mailto:Omolara.Erewele@illinois.gov) | *Offeror City, State Zip* |

**Please note:** if you are enclosing your packets in one carrier container, type **Condition Rating Survey Data Collection Services, Reference Number: FY25CRS** on the outside mailing label of the container so we can process your package accordingly and without delay.

**It is the Vendor’s sole responsibility to ensure that Offeror submittal(s) are delivered to the building and address stated above. Failure to submit proposal on date and time set forth will lead to disqualification.**

* 1. **ORGANIZATION REQUIRED**: Offers must be submitted in five packets. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Offeror’s Pricing Offer provided in Section 2. Packet 3 shall include all other information requested, including but not limited to the Offer and applicable attachments. Packet 4 shall contain a redacted copy of the offer. Packet 5 shall contain a response to the Disadvantaged Business Enterprises (DBE) Participation and Utilization Plan or the Veteran Small Business Enterprises (VPB) Participation Plan requirements if applicable.

Separately seal each packet.

* + 1. **OFFEROR’S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK** – Packet 1
    2. **OFFEROR PRICING OFFER** – Packet 2
    3. **ATTACHMENTS BB, CC, FF through KK, and MM –** Packet 3, Tab 1
    4. **ATTACHMENT EE - SUPPLEMENTAL PROVISIONS –** Packet 3, Tab 2

**Offeror Supplemental Provisions -** This does not include exceptions to Agency 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.

* + 1. **ATTACHMENT LL - EXCEPTIONS** - Packet 3 Tab 3
       1. Exceptions must be provided on Agency’s Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.
       2. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror’s offer.
    2. **OFFEROR PROVIDED CONFIDENTIAL DOCUMENTS – TRADE SECRETS OR OTHER COMPETITIVELY SENSITIVE, CONFIDENTIAL, OR PROPRIETARY INFORMATION (if applicable)** - Packet 4
       1. Vendor should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See #9 in Attachment DD - Standard Terms and Conditions.
    3. **ATTACHMENT NN - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN or VETERAN SMALL BUSINESS ENTERPRISES (VBP) PARTICIPATION PLAN (if applicable) –** Packet 5
  1. **SUBMISSION OF OFFERS**:Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Offeror’s name and the wording**: “Sealed Offer – 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. Do not put the entire Offer on a single CD or USB flash drive. Pricing must be on a separate CD or USB unless otherwise instructed.

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject Matter** | **# of Originals** | **# of Hard Copies** | **# of CDs or USBs** |
| SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – **PACKET 1** | **1** | **1** | **1** |
| PRICING – **PACKET 2** | **1** | **1** | **1** |
| OTHER FORMS AND CDs/USBs – **PACKET 3** | **1** | **1** | **1** |
| REDACTED OFFER – **PACKET 4** | **1** | **1** | **1** |

* 1. **SECURITY:** Performance Bond: $ **N/A**  If a performance bond is required, Offeror must submit the Performance Bond to the solicitation contact within 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.
  2. **SMALL BUSINESS SET-ASIDE:**  Yes  No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit (<http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx>).
  3. **MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Offeror under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
  4. **FEDERAL FUNDS:** The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.
  5. **EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
  6. **GOVERNING LAW AND FORUM**: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Vendor 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. Admin. Code Part 6) are applicable to this solicitation.
  7. **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer 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 Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
  8. **RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror’s name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence and will not be paid for any billable work 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).
  9. **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 Offeror and most Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Offeror.
  10. **REFERENCES:**  Yes  No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring agency, who can attest to Offeror’s experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of References: **Government Agency and Private Firms**

Number of Each Reference Type: **4 total (3 Government / 1 private preferred)**

* 1. **INVOICING ADDRESS:** Offeror 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:**

Agency Illinois Department of Transportation

Attn: **Travis Lobmaster**

Address: 2300 S Dirksen Parkway, Room 307

City, State Zip: Springfield IL 62764

Email: [Travis.Lobmaster@illinois.gov](mailto:Travis.Lobmaster@illinois.gov)

Offeror shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable Agency’s Illinois tax exemption number and federal tax exemption information.

* 1. **PROTEST REVIEW OFFICE:**  Offeror may submit a written protest to the IDOT Chief Procurement Officer following the requirements of the Standard Procurement Rules, 44 Ill. Admin. Code 6, Subpart G. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 7 days after the protesting party knows or should have known of the facts giving rise to the protest. The IDOT Chief Procurement Officer’s contact information is as follows:

Bill Grunloh

Chief Procurement Officer

Illinois Department of Transportation

2300 South Dirksen Parkway, Room 200

Springfield, Illinois 62764

Phone: (217) 558-5434

* 1. **EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

* + 1. **RESPONSIVENESS**: A responsive offeror is one who submits an offer that conforms in all material respects to the Request for Proposal and includes **all required** forms. Required forms may include and may not be limited to:
* Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois prior to submitting an Offer. Offeror shall complete certification #31 in Attachment GG - Standard Certifications and provide any required documentation.
* Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
* Subcontractor Disclosure: If Offeror’s Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
* Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
* Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
* Disclosure of Business Operations: Offerors shall complete Attachment II - Disclosure of Business Operations with Iran.
* Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
* References: If references are required, Offeror shall complete Attachment KK - References.
* Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.
  + - 1. The State will determine whether the Offer 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 offeror meets a particular requirement, the State may waive that requirement.
      2. 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.
      3. The State will determine whether offeror’s offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an offeror correct deficiency as a condition of further evaluation.
    1. **RESPONSIBILITY**: A responsible offeror 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 offeror is a “Responsible” offeror; an offeror with whom the State can or should do business. For example, the State may consider the following:
       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 of 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.  Nor is it 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 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.

* + - 1. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder’s probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
      2. Awarded Offerors 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 Offeror lacks the financial resources to perform under the Contract. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.
      3. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.
    1. **PRICE**: The State identifies the lowest priced Offer that meets, Responsibility and Responsiveness requirements.
  1. **MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES 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. Failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency DBE Liaison prior to submission of proposals.

Does this solicitation contain a DBE goal?  Yes  No

If yes, the DBE goal: **N/A**

DBE Liaison: **Susan Ridgeway**

Phone Number: (217) 525-4611

Email Address: [Susan.Ridgeway@illinois.gov](mailto:Susan.Ridgeway@illinois.gov)

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

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

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

Veteran Small Business Liaison: **Omolara Erewele**, APO

Phone Number: (217) 785-5234

Email Address: [Omolara.Erewele@illinois.gov](mailto:Omolara.Erewele@illinois.gov)

Vendors who submit Offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by Federal law or regulation. 30 ILCS 575(4)(e). Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to the Offer closing date. Go to [*https://cei.illinois.gov/veterans-business-program.html*](https://cei.illinois.gov/veterans-business-program.html) for complete requirements for VOSB or SDVOSB certification. Go to [*https://ceibep.diversitysoftware.com/*](https://ceibep.diversitysoftware.com/) to search for certified VOSB and SDVOSB vendors.

**-END OF INSTRUCTIONS-**

1. **SELECTION OF VENDOR**
   1. The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
   2. The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
   3. If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
   4. The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.
      1. The total maximum number of points for Responsiveness is **900 points.**
      2. Minimum number of responsive points for consideration of proposal is **500 points**
      3. **RESPONSIVENESS ELEMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **RESPONSIVENESS ELEMENTS** | | | |
| **Vendors who do not meet mandatory requirements for this RFP, as indicated in the table below, will be determined to be non-responsive and subsequently disqualified.** | **RFP SECTIONS LOCATION** | **Vendor Responses**  **Met/Agree**  **(Yes or No)** | |
| **Mandatory requirements** | | | |
| **Mandatory Requirement:** The Vendor must describe how they will meet the collection criteria and certification process specified in the department’s Data Quality Management Plan (DQMP), not including the equipment specifications. | **1.1** |  | |
| **Mandatory Requirement:** The vendor must submit documentation of American Association of State Highway and Transportation Officials (AASHTO) R-56 certification meeting the standard on the three predominate pavement types found in Illinois (Hot Mix Asphalt (HMA), Continuously Reinforced Concrete Pavement (CRCP) & Jointed Plain Concrete Pavement (JPCP)). Certification must be provided from a regional test facility such as ICART, TTI or MnROAD and include results for the 3 pavement types specified above | **1.1.8** |  | |
| **Mandatory Requirement:** The vendor must provide evidence of their ability to meet the criteria or provide a plan on how they will meet the criteria of National Cooperative Highway Research Program (NCHRP) proposed changes to the AASHTO R-56 standard. NCHRP Research Report 1057. | **1.1.8.a** |  | |
| **Mandatory Requirement:** The Vendor must provide their QA/QC plan. The plan must include parameters to collect data during daylight hours in sufficient light and in weather conducive to provide high quality images and data for pavement condition and roadside asset analysis. | **1.1.12** |  | |
| **Technical Responsive Elements** | **RFP SECTIONS LOCATION** | **MAXIMUM POINTS** | **PROPOSAL SECTION & PAGE NUMBER** |
| **CAPABILITY & Methodology OF VENDOR (350 points)** | | | |
| The Vendor shall summarize and provide detailed examples of their ability to provide all the supplies and services required for the Scope of Work. Minimum 2 examples for pavement condition projects and 2 example of asset extraction projects. | **1.1.1** | **100** |  |
| The Vendor shall describe their ability to collect data and images compatible with IDOT rater calculation models and the ability to incorporate IDOT rater calculation models into rating software. | **1.4.4.n** | **75** |  |
| The Vendor shall outline their ability to provide pavement condition ratings on a known rating scale for example Condition Rating Survey (CRS), Pavement Condition Index (PCI), Present Serviceability Index (PSI), Pavement Surface Evaluation and Rating (PASER) or other recognized system. | **1.4.3.e** | **40** |  |
| The Vendor shall provide evidence they have the financial capacity and can meet the equipment needs to perform the highway condition and asset collections by the required deadlines. | **1.3.11** | **25** |  |
| The Vendor shall provide data in accordance with AASHTO MP 47, Standard Data Format. | **1.1.6** | **50** |  |
| The Vendor shall provide evidence their equipment can meet the transverse pavement profile (TPP) requirements specified by AASHTO PP 106, PP 107, PP 108 and PP 109. | **1.1.7** | **60** |  |
| **SUBTOTAL - Technical Ability and Methodology:** |  | **350** |  |
| **Capability and Experience of VENDOR (400 Points)** | | | |
| The Vendor shall describe and provide examples of their capability to use data collected by the Data Collection Vehicle (DCV) to document the pavement condition of the highway systems. **Minimum of 3 examples required.** | **1.1.2** | **100** |  |
| Describe number of years of experience providing pavement condition data for assessing pavement condition. Include years of experience, description of work performed, types of equipment utilized, miles of collection, training provided to staff and clients, and types of deliverables. **Minimum 5 years of experience required.** | **1.4.3.a** | **100** |  |
| Provide examples displaying ability to provide a point cloud or other data set for highway asset inventory and attributes related to the assets. The data sets must meet or exceed accuracy requirements and be capable of providing all elements described in Exhibits 3 & 4. **Minimum of 3 examples required.** | **1.1.14.h** | **100** |  |
| Describe your experience providing point cloud or similar data set for highway asset inventory. Include years of experience, description of work performed, type and specifications of equipment utilized, assets collected, attributes reported, training provided for staff and clients, location measurement accuracy, and types of deliverables provided. | **1.4.3.b** | **75** |  |
| The Vendor shall provide Resumes of Vendor's personnel, including the project manager and key staff assigned to the contract. Each resume must be current and include the individual’s full name, educational background, years of experience and employment history (in chronological order). The senior member of the project team shall have **a minimum of 5 years of experience** conducting highway data collection for condition and asset inventory. | **1.4.4.l** | **25** |  |
| **SUBTOTAL - Capability and Experience of Vendor** |  | **400** |  |
| **RESOURCES (100 Points)** | | | |
| The Vendor shall provide an Organizational chart showing all professional and support staff for this contract. A staffing plan is required which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For individuals not presently employed by the Vendor, documentation must be submitted for everyone that shows his or her intent to work, background and qualifications, and hours of commitment over the contract period. | **1.4.4.f** | **60** |  |
| Provide financial data showing capacity to carry out the scope of services of the RFP. Three years of financial data must be provided. | **A.21.2.3**  **1.4.4.b** | **40** |  |
| **SUBTOTAL - Resources:** |  | **100** |  |
| **REFERENCES (50 Points)** | | | |
| The Vendor shall provide references from established one (1) private firm and three (3) government agencies (a total of four references is required), for which the Vendor has performed related work relevant to the subject of this solicitation. **Letters of support are not considered to be references**. Provide the firm name and contact information for each reference and a description of the services provided. Vendors who do not provide the required four (4) references for this solicitation will receive zero points for each missing reference. The Agency will contact all four references provided. References submitted should have received services like the scope of services of this solicitation. For those references who do not provide responses, the Agency will assign 0 points for that reference. The Department will assign points based on the average of the required four references. | **1.4.4.o** | **40** |  |
| The Vendor shall indicate if it has had past contracts with other state agencies, provide name of Department and contact name(s). Describe scope of work. | **1.4.4.m** | **10** |  |
| **SUBTOTAL - References:** |  | **50** |  |
| **RESPONSIVENESS GRAND TOTAL:** |  | **900** |  |
| \*\*\* **VENDORS MUST SCORE A MINIMUM OF 500 OUT OF THE 900 POINTS FOR THE RESPONSIVENESS ELEMENTS TO BE CONSIDERED FOR PRICING.** | | | |

* 1. The total number of points for Price is **100**. The State will determine Price points using the following formula:

Maximum Price Points X (Lowest Price/Offeror’s Price) = Total Price Points

* 1. The maximum number of points is **1,000** (Responsiveness **900** + Price **100**).

1. Project Title / Reference # **Condition Rating Survey Data Collection Services / CRSFY25**

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

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

* 1. **SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes  No

* 1. **ADDENDA:** Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

Yes  No N/A

* 1. **OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror Conference.

Yes  No  N/A

* 1. **OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes  No

* 1. **BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes  No  N/A

* 1. **SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes  No  N/A

* 1. **PACKET 1:**  Yes  No

|  |  |  |
| --- | --- | --- |
|  | Offeror’s Proposed Solution to Meet the State’s Requirements | Yes  No |
|  | Milestones and Deliverables | Yes  No |
|  | Offeror/Staff Specifications | Yes  No |
|  | Transportation and Delivery Terms | Yes  No N/A |
|  | Subcontracting Disclosed | Yes  No N/A |
|  | Where Services Are to Be Performed | Yes  No N/A |

* 1. **PACKET 2** – **PRICING:**

Yes  No

* 1. **PACKET 3:**  Yes  No

|  |  |  |
| --- | --- | --- |
|  | Offer | Yes  No |
|  | Authorized to Do Business in Illinois Documentation, if checking option C or D in certification #31 in Standard Certifications – Attachment GG | Yes  No N/A |
|  | Illinois Department of Human Rights Public Contracts Number | Yes  No |
|  | Supplemental Terms and Conditions | Yes  No |
|  | Subcontractor Disclosure | Yes  No |
|  | Standard Certifications | Yes  No |
|  | Financial Disclosures and Conflicts of Interest | Yes  No |
|  | Disclosure of Business Operations in Iran | Yes  No |
|  | Business Directory Information | Yes  No |
|  | References | Yes  No N/A |
|  | Offeror Provided Additional Material, Confidential Documents and Exceptions | Yes  No |
|  | Taxpayer Identification Number | Yes  No |
|  | 3 Years Financial Data | Yes  No |

* 1. **PACKET 4 – REDACTED COPY OF OFFER WITH CONFIDENTIAL INFORMATION DELETED:**

Yes  No

* 1. **PACKET 5 – MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN**

Yes  No

* 1. **PREFERENCES**

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies to Offeror.

Resident Bidder (30 ILCS 500/45-10).

Soybean Oil-Based Ink (30 ILCS 500/45-15).

Recycled Materials (30 ILCS 500/45-20).

Recycled Paper (30 ILCS 500/45-25).

Environmentally Preferable Supplies (30 ILCS 500/45-26).

Correctional Industries (30 ILCS 500/45-30).

Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).

Gas Mileage (30 ILCS 500/45-40).

Small Businesses (30 ILCS 500/45-45).

Illinois Agricultural Products (30 ILCS 500/45-50).

Corn-Based Plastics (30 ILCS 500/45-55).

Disabled Veterans (30 ILCS 500/45-57).

Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)

Biobased Products (30 ILCS 500/45-75).

Historic Preference Area (30 ILCS 500/45-80).

Procurement of Domestic Products (30 ILCS 517).

Public Purchases in Other State (30 ILCS 520).

Illinois Mined Coal Act (30 ILCS 555).

Steel Products Procurement (30 ILCS 565).

Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Veteran’s Preference (330 ILCS 55).

Items that Qualify and Explanation: Click here to enter text.

Signature of Authorized Representative:

Printed Name of Signatory: Click here to enter text.

Vendor Name: Click here to enter text.

Date: Click here to enter a date.

1. **SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**
   1. **GOAL:** The Illinois Department of Transportation (IDOT) conducts a Condition Rating Survey (CRS) to assess the pavement condition of its nearly 16,000 center line mile highway system, Illinois’ portion of the National Highway System (NHS), National Highway Freight Network (NHFN), Highway Performance Monitoring System (HPMS), and Functionally Classified Routes. The CRS collection is an important tool to assist the Department and other Highway Authorities with accessing pavement condition, pavement and asset management systems and related activities. The CRS is used to provide an overall assessment of the performance of highway systems, it is the basis used to project future pavement conditions, it is a key component of project selection, it is used for predicting future programming needs and is used for the required reporting of highway condition and performance measures to the Federal Highway Authority (FHWA) meeting current regulations. The Department has the need to collect data and images documenting the condition of the State’s highway system and the systems of other Highway Authorities. Additionally, there is need for an inventory and condition assessment of specific highway assets, roadside attributes, and safety components used in making highway asset management decisions. The highway condition and highway inventory data and images collected by the vendor will be used by the Department and other Highway Authorities to analyze the condition of the highway systems and highway assets for the CRS or other pavement condition rating system, Federal Pavement Performance Measures, asset management, and highway safety programs. The goal is to ensure the collection of high quality geo-referenced highway condition data and asset data statewide for analysis and reporting, including required Federal Highway Administration (FHWA) reporting.
      1. **SUPPLIES AND/OR SERVICES REQUIRED:** The Vendor shall describe and provide supporting documentation of their ability to provide all the supplies and services required for the Scope of Work.

The Vendor must summarize and provide detailed examples of their ability to provide all the supplies and services required for the Scope of Work. **Minimum 2 examples for pavement** condition projects and **2 example of asset extraction projects**.

* + 1. The Vendor shall use data collection vehicles, equipped with high resolution cameras and sensor measuring devices specified by this contract to assist in the documentation of the condition of highway systems and attributes including location, classification, dimensions, and condition of specific highway inventory assets. The estimated mileage to be collected is 22,000 to 26,000 miles annually for years 1 & 2 of the contract. Years 3 & 4 the estimated mileage is 12,000 to 16,000 miles annually. The Vendor shall provide the resulting images and data to the Department and meet the deadlines specified by the awarded contract.

The Vendor shall describe and provide supporting documentation the capability to use the data collected by the data collection vehicle, equipped with cameras and sensor measuring devices to document the condition of the highway systems.

* + 1. The Vendor shall provide written documentation prior to starting collection that the equipment to be used has been calibrated and is in proper working condition meeting the current standards/operating parameters of the testing equipment.
    2. Documentation of the vendor’s quality management plan, equipment testing parameters and methods, and operator training shall be provided prior to the start of collection each year. Operator training shall include collection methods that may be unique to Illinois’ collection.

* + 1. Prior to the start of annual collection each vehicle must meet the certification standards and criteria outlined in the certification process of the published Illinois National Performance Management Measures Data Quality Management Plan (DQMP). Certification procedures will take place at the Department’s Illinois Certification and Research Track (ICART).
       1. Cost associated with ICART certification is the sole responsibility of the vendor.
    2. The Vendor shall provide data in accordance with AASHTO MP 47, Standard Data Format.
    3. As part of the annual certification process the Vendor’s equipment must meet the certification requirements of the transverse pavement profile measurements as specified by AASHTO PP 106, PP 107, PP 108 and PP 109.

The Vendor shall provide evidence their equipment can meet the transverse pavement profile (TPP) requirements specified by AASHTO PP 106, PP 107, PP 108 and PP 109.

* + 1. **Mandatory Requirement:** The vendor must submit documentation of AASHTO R-56 certification meeting the standard on the three predominate pavement types found in Illinois (Hot Mix Asphalt (HMA), Continuously Reinforced Concrete Pavement (CRCP) & Jointed Plain Concrete Pavement (JPCP)). Certification must be provided from a regional test facility such as ICART, TTI or MnROAD and include results for the 3 pavement types specified above
       1. **Mandatory Requirement:** The vendor must provide evidence of their ability to meet the criteria or provide a plan on how they will meet the criteria of National Cooperative Highway Research Program (NCHRP) proposed changes to the AASHTO R-56 standard. NCHRP Research Report 1057.
    2. Quality control/repeatability sections throughout the state will be established prior to collection as mutually agreed upon by both parties. Each collection vehicle shall run the repeatability sections prior to beginning the collection cycle and on approximately a biweekly basis while collection is ongoing to verify the vehicles are operating properly and consistently. The results of the repeatability sections shall be submitted to the Office of Planning & Programming (OPP) at the time of the section collection.
       1. The control/repeatability section sensor data shall meet repeatability criteria for International Roughness Index (IRI) at +/- 10%, Rut +/- 0.08 inch and distance within 0.001 mile of the initial collection to be considered within acceptable parameters for the biweekly quality control.
       2. If the vehicles are found to be out of calibration or are inconsistent in the collection of data; the variance shall be verified and if needed the vehicle shall be brought back to the correct calibration by the Vendor. If OPP determines the collection vehicles are not operating correctly and consistently, OPP may insist on data recollection by the Vendor at no additional cost to Department.
    3. All vehicles and equipment used in the collection shall be identical in equipment and operation and shall provide similar quality and preciseness of results derived from the collection process.

* + 1. **Collection Mileage and Area**
       1. The annual estimated mileage to be collected ranges from 22,000 to 26,000 in years 1 & 2 and 12,000 to 16,000 miles in years 3 & 4. Collection mileage is on the highway systems of the state, local highway authorities and the toll systems throughout Illinois.
       2. The CRS is conducted annually on alternating halves of the State.
          1. Even numbered years the non-interstate system of District 1’s – Cook County, Districts 4, 5, 8, and 9 are collected.
          2. Odd numbered years the non-interstate system of District 1’s – Collar Counties (DuPage, Kane, Lake, McHenry, and Will Counties), Districts 2, 3, 6, and 7 are collected.
          3. The statewide Interstate system in both directions is collected annually.
          4. The Statewide NHS in the inventory direction is collected annually.
          5. Except for the NHS, limited collection of roadway sections during the off-collection years of Districts for monitoring and research purposes may be required. Mileage for these sections is kept to a minimum and has been included in the estimated total mileage to be collected. These sections will be included in the Driving File of the annual collection and can vary annually.
          6. See Exhibit 1 – State/District map.
    2. **Driving Guidelines:**

**Mandatory Requirement:** The Vendor must provide their QA/QC plan. The plan must include parameters to collect data during daylight hours in sufficient light and in weather conducive to provide high quality images and data for pavement condition and roadside asset analysis.

* + - 1. The collection of data/images shall begin on or about March 1 and shall be concluded by June 30 of each calendar year for which the awarded contract remains in effect. An earlier start date or later finish date for collection must be agreed to and approved by OPP; the vendor must supply valid justification for an extended completion date. Failure to complete the collection by June 30 may result in financial penalties outlined in section 1.3.9.
      2. Data and image collection shall be conducted during daylight hours in sufficient light and in weather conducive to providing high quality images. Collection shall not occur in rain, snow, fog or in any condition that adversely affects image quality and/or sensor data. The pavement shall not be wet/damp or have snow/ice or standing water on it at the time of collection. Pavement images found with any of the listed conditions may require recollection at the discretion of OPP and at no additional cost to the Department.
      3. Roads within Illinois and locations along those roads are uniquely identified and inventoried as Illinois’ linear reference system (LRS); known as a key route number and key route stationing. The key route number is a unique roadway section identifier; key route stationing is measured in one hundredth of a mile increment. Increasing stationing starts at station 0.0 and continues to the end of the route. Decreasing stationing starts at the end of the route and is measured down to station 0.0. The Vendor shall collect data by key route and key route stationing unless specified differently by OPP. OPP shall furnish the Vendor with a listing of key routes to be collected and maps in the format of a GIS layer package (Driving File). The Driving File contains the entire length of key route section to collect. The direction of travel by the Vendor shall be in the direction of inventory (increasing stationing) for non-divided roadways, unless specified differently by OPP. For divided roadways both directions shall be collected; this will be identified in the Driving File.
      4. OPP will provide the Driving File and Section File to the vendor electronically approximately 1 month before the start of collection. OPP will also provide a GIS layer package of both the Driving and Section Files.
      5. Collection by the Vendor shall follow the lane collection method displayed in Exhibit 2.
    1. **Data and Image Collection Equipment**
       1. The data shall be collected with a Data Collection Vehicle (DCV) equipped with high resolution digital cameras providing clear pavement images for all perspective and downward 2 Dimensional (2D) & 3 Dimensional (3D) images. Cameras of sufficient resolution shall be used so that hairline cracks of about 1/10 of an inch in width can easily be identified. In addition, on-board laser-based inertial profiler system, on-board faulting and texture measuring system, on-board Global Positioning System (GPS), laser-based transverse profile rutting system, and gyro-based road geometries or equivalent shall be used.

1.1.13.b. The digital images are used by other applications throughout the department. The vendor must have or provide the ability to crop the images meeting the aspect ratio and orientation of these applications.

1.1.13.c. All images and data must be collected in one pass at highway speeds (up to 70 miles per hour) with no loss of data or image quality. The flow of traffic must not be impeded by the collection process. This is especially important in Illinois’ large urban areas and on the Expressway system.

1.1.13.d. Accurate data must be provided at low speeds, 3-5 mph, and with start and stop operations due to the flow of traffic and congestion.

1.1.13.e. Four color digital images of the highway, meeting resolution requirements (front left perspective, front center perspective, front right perspective, and rear center perspective) and 2D and 3D down pavement image view will be delivered.

1.1.13.f. All DCVs shall have their cameras positioned to give similar field-of-views and viewing angles.

1.1.13.g. The digital images of the roadway (left front, front, right front, rear perspective) shall meet resolution requirements and shall be in JPG or similar format. The Joint Photographic Experts Group (JPG) or similar format images shall be in full color.

1.1.13.h. Cameras shall have corrective filters to minimize glare and the ability to automatically and quickly adjust to changing lighting conditions.

1.1.13.i. The image capture rate for each perspective shall be approximately every 26 feet or about 200 frames per mile.

1.1.13.j. The 4 perspective images, 2D and 3D downward pavement view and sensor data shall all be synchronized.

1.1.13.k. The pavement surface view shall be by a high-resolution, pavement surface, line-scan-based or equivalent camera that provides full-lane coverage (edge line to centerline, capturing both left and right joints, edge of pavement or paint stripes when present). Inadequate lane coverage may require recollection at the vendor’s expense. Cracking shall be highlighted and classified based on type, severity, and extent. The ability to toggle the cracking on/off directly on the image or a separate image with the highlighted cracking as part of the image shall be provided. The image shall be perpendicular to the pavement surface and provide a clear pavement view capable of allowing for the identification of hairline cracks both automatically and manually. This view shall have laser-based lighting or alternative to minimize shadows. This image shall be in jpeg format either in black-and-white or color. In addition to the full resolution image reduced sized images to enhance software viewing performance shall be provided at the time of delivery.

1.1.13.l. The DCV shall be equipped with a device to measure and classify roughness based on the International Roughness Index (IRI). The system shall meet or exceed the current Class 1 requirements of American Society for Testing and Materials (ASTM) E950 specifications, shall calculate IRI according to the current ASTM E1926. The equipment shall be capable of collecting dual wheel-paths (left and right wheel-paths) simultaneously using non-contact sensors at highway speeds, up to 70 miles per hour. The system shall collect and store the raw sensor data at a minimum of 1.0 inch and shall be able to calculate the longitudinal profile, IRI, rutting and faulting. All equipment must be operated within manufacturer’s specifications and quality assurance guidelines outlined in AASHTO R43 must be followed.

1.1.13.l.i Due to the number of urban and urbanized areas included in the collection it is preferred the collection vehicle can collect IRI at low speed, 3-5 MPH, and stop and go traffic without data loss. If the collection vehicle does not have this capability, it must have an automatic low speed cutoff for IRI collection, and the software shall automatically flag this out-of-range data. This will prevent erroneous IRI data due to the vehicle driving below the operating parameters of the collection device. The Vendor shall notify OPP of the cutoff speed. This cutoff speed shall be based on the operating parameters of the equipment and shall be as slow as possible and still be within the operating parameters. It shall remain uniform throughout the CRS collection. OPP shall have the final decision as to what the cutoff speed is if that speed is adjustable.

1.1.13.l.ii The collection vehicle or processing steps prior to delivery shall have the ability to flag anomalies and identify anomaly types in the pavement which would influence sensor data such as IRI. Beginning and ending of the anomaly sections shall be marked. Anomalies may include but are not limited to debris on road, construction, or lane deviation. Department staff shall have the ability to edit, add or delete anomalies. The ability to select and exclude anomalies from reports based on type shall be provided.

1.1.13.m. Faulting and transverse profile for rutting shall be collected. The system shall be capable of measuring the transverse profile of the highway for rutting with a noncontact sensor. The system shall produce results comparable to a manual measurement as per the most current ASTM E1703. The system shall calculate the average, maximum and minimum rut depths in both the right and left wheel paths at user defined intervals to at least 0.10 mile. The rut depth shall be reported to the nearest hundredth of an inch.

1.1.13.n. A Global Positioning System (GPS) receiver shall be utilized and reported with the sensor and image data for latitude, longitude, and elevation coordinates. The receiver’s accuracy should be at least 1 meter. All GPS data shall be synchronized with the images and other data.

1.1.13.o. The collection vehicle shall be equipped to provide heading, grade, and cross-slope, and to report vertical and horizontal curvature data. All data shall be synchronized with the images and other data.

1.1.13.p. The DCV shall be equipped with on-board faulting, and macro texture measuring instruments.

1.1.13.q. All collection data and images shall be synchronized with the correct key route and station.

1.1.13.r. Any updates to the collection vehicles’ hardware/software shall maintain the compatibility with the CRS workstations, rating program and compliance with the DQMP.

1.1.13.s. The Vendor shall retain a copy of all data/images from each collection cycle a minimum of 6 months after the final delivery. This will ensure a backup in data should difficulties arise in the delivery of said data or in case a discrepancy is noted.

* + 1. **Highway Asset Data Collection and Schedule**
       1. Highway asset data shall be collected simultaneously with pavement condition images and data on all routes included in the Driving File. The asset data shall be synchronized with the condition images and data.
       2. Highway asset data shall be collected in years one (1) and two (2) of the awarded contract for the entire Driving File except for the Interstates. Interstate routes are collected annually for pavement condition, interstate asset data shall be collected in year 1.
       3. Highway asset on state jurisdiction routes shall be identified and attributes shall be extracted and reported based on the Highway Asset Data Dictionary. Highway asset attributes for non-state jurisdiction routes shall be an optional service under the terms of this contract.
       4. Highway assets form both directions of a multi-lane road shall be extracted from the ‘with’ stationing direction of the key route when only one direction is included in the driving file.
       5. Exhibit 3 – provides general guidelines for attributes to be reported for the highway asset collection. The department’s Highway Asset Data Dictionary (Exhibit 4) provides specific information, highway asset attributes shall be reported based on the Highway Asset Data Dictionary.
       6. The asset data shall be collected for the first renewal periods (years 5 and 6) of the contract utilizing same approach as the first collection.
       7. Highway asset data shall not be collected in years three (3) and four (4) of the awarded contract or in the second renewal period (years 7 and 8) of the awarded contract.
       8. Provide examples displaying ability to provide a point cloud or other data set for highway asset inventory and attributes related to the assets. The data sets must meet or exceed accuracy requirements and be capable of providing all elements described in Exhibits 3 & 4. **Minimum of 3 examples required.**
       9. The Vendor shall describe and provide supporting documentation of their capability to provide a point cloud or data set by other means for highway asset inventory and attributes related to the assets. This data set must meet or exceed accuracy requirements and be capable of providing all elements.
    2. **Software Requirements** 
       1. Software must be capable of efficiently analyzing the highway pavement condition and asset inventory images and data collected.
       2. Software must be compatible with current Windows operating System.
       3. Vendor must provide a copy of software and license the installation on Department owned computers.
       4. **Condition Rating Software shall provide**:
          1. The application of distress scores shall be accomplished using the Illinois developed CRS rater calculation models. OPP will provide the models and rating program to the selected vendor after contract award. The image and data directory must use the key route number and key route stationing as a unique identifier, or a table shall be developed by the vendor to translate the vendors naming convention to IDOT’s key route numbering system. This directory shall provide the GPS location, image file location and sensor average for each set of images (frame). The compatibility will help ensure consistency from previous and into future ratings years. Software must incorporate/integrate IDOT’s CRS calculation models into its functions. The CRS calculations are based on the identified distress (es), distress severity, rut, IRI, faulting, and pavement surface type. The department shall retain ownership of the CRS Rater models. Any modifications to the CRS Rater model or how the CRS calculation is determined must be approved by the department and documented. Updates to the CRS Rater models shall be incorporated into the software at no additional cost to the department.
          2. While viewing the images and sensor data the system shall provide the ability to apply user selected distress from a drop-down menu or listing. To calculate the CRS the number of distresses range from 0 to a max of 5. As distress are selected the system shall simultaneously calculate the condition rating. A comment box shall also be provided to manually input additional distress beyond 5. Additional distress beyond 5 do not affect the CRS calculation automatically.
          3. Automatic distress/crack detection and categorization based on severity meeting AASHTO standards or mutually agreed on standard. The detected distress shall be highlighted/displayed on the 2D and 3D downward image. The ability to toggle on/off automatic distress is preferred; displaying a clean and marked image is acceptable.
          4. The ability to play forward and backward both with incremental clicks and automatically.
          5. The ability to jump to a specific point on a route (jump to key route station) by entering route information or selecting a point on a map.
          6. The ability to jump to the opposite side of a divided highway with one click.
          7. The ability to apply, modify and add Administrator, Power User and User or Editor and View only login parameters, permissions, and security.
          8. Ability to save and flag CRS data when CRS rating is finalized.
          9. The ability to sort on one or multiple database records/columns.
          10. An option for exporting a file type compatible with ProVAL software; for example, erd or psp files.
          11. The ability to zoom to a selected area on the perspective images or pavement down view.
          12. The ability to measure distance on the images both horizontally and vertically.
          13. The ability to combine or split one or multiple database sections both individually and through a batch process.
          14. The ability to locate images and data at user defined locations.
          15. Elimination of specific sensor data from selected roadway portions while still being able to calculate section averages. For example, IRI at structures may need to be removed from the IRI section average for certain reports, however, the data such as distance needs to be collected and maintained across the structure where IRI has been removed.
          16. The ability to modify the roadway rating section starting and/or ending points.
          17. Option to recalculate individually or as a batch process all sensor data averages when sections are combined, split, or modified.
          18. The capability to import and export user defined fields.
          19. The capability of exporting images defined by the user. This includes single or multiple perspectives with user defined image size. The user shall be able to select beginning and end points or the entire database for export. Exported images shall be JPG format and the file name shall contain the Key Route, Station, and Collection Direction (I for increasing stationing or D for decreasing stationing) of the image location.
          20. The ability to export selected database images and sensor data and provide view only software to third parties.
          21. The capability to reduce exported image size defined by the user in both a batch or individual item process.
          22. A way to distinguish CRS sections (database lines) which have been reviewed for initial quality and alignment.
          23. A way to distinguish between sections that have not been rated and those that have been rated.
          24. Ability to extract all sensor data, CRS rating and distresses by Key Route section for upload to the department’s Illinois Highway Information System (IHIS).
          25. Ability to create user defined reports or the ability to work with the vendor to create reports needed for CRS activities. Examples of reports are CRS Ratings, Mileage Summary, Curve, Grade, Macro Texture, Frame, split and combined sections, Manual/Override CRS, and Pavement Review Team (PRT) Rating.
          26. The system shall also be capable of producing FHWA required reports. The reports shall provide IDOT the ability to meet HPMS reporting requirements as outlined in the most current HPMS Field Manual and all Federal pavement performance measure reporting.
          27. Follow along georeferenced map view with the ability to toggle on/off aerial photos, place names, street names, and other. The map shall sync to the database and display all database sections with the selected database line highlighted on the map. The map shall display the current location of images viewed. The preferred base map is Environmental Systems Research Institute (ESRI) maps which will match the base map of other IDOT mapping applications. The map shall lock at the user defined zoom extent.
          28. Sync images and all sensor data for viewing and reporting to IDOT’s key route inventory system.
          29. Vendor shall have web-based viewing/editing software as optional service. Provide pricing in Section 2.
       5. **Highway Asset Management Software shall provide:**
          1. Ability to fully analyze the point cloud or similar data set.
          2. Ability to assign roles such as Editor, View Only User, Power User.
          3. Ability to perform sign, signal, guardrail, or another highway asset surveys/inventory and data extraction.
          4. Link of highway asset inventory to key route stations and GPS coordinates.
          5. Ability to measure offsets and dimensions of highway asset inventory providing a high degree of accuracy.
          6. Ability to run reports and produce spreadsheets from datasets to be used Department wide.
          7. Ability to export assets and data to a table.
          8. Ability to reduce or increase the brightness of images due to overexposure or underexposure and save changes once adjustments are made.
          9. Ability to sort the database by user selected fields.
          10. Ability to display English or Metric units, distance, latitude, and longitude with each image.
          11. Ability to measure offsets and dimensions of highway asset inventory with a high degree of accuracy.
    3. **Software User Manual, Training and Support**
       1. A software user manual in electronic format, such as a PDF or Word Document, shall be provided. The manual shall describe each feature of the software and provide operation procedures.
       2. Initial onsite training and training as needed shall be provided for software operation for both the pavement condition assessment and highway inventory asset identification and extraction. Training shall cover the basic operation of all software features and provide hands on training for users. Vendor shall be responsible for the vendors travel expenses for training and support.
       3. Phone and email support for the software operation and features shall be available during normal business hours.
  1. **OFFEROR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS:** Please either respond in the space below or in the following prescribed format: **MS Word or Adobe PDF**

Click here to enter text.

* 1. **MILESTONES AND DELIVERABLES:**
     1. The collection of pavement condition and highway asset data/images shall begin on or about March 1 and shall conclude by June 30 of each calendar year for which this contract remains in effect. An earlier start date or later finish date for collection may be permitted if approved by OPP.
     2. Initial delivery of pavement condition data/images shall be on or before May 1 of each collection year.
     3. Subsequent deliveries of data/images shall be on a biweekly basis. If delivery is of a frequency less than biweekly, it must be agreed to by OPP.
     4. Prior to deliveries the vendor shall perform QA/QC on the pavement data/images.
     5. Data and images shall be delivered to OPP split and aligned by CRS section (Section File) based on the department’s Linear Reference System (LRS) or other division as determined by OPP. In addition to the Driving File OPP will provide the Section File at the beginning of the collection season. The Section File is a detailed breakdown of the Driving File. The Section File contains the Driving File key route section divided into short segments.
     6. Raw undivided data shall also be available for delivery.
     7. Final delivery for priority 1, 2 & 3 routes of pavement condition data/images shall by on or before July 31 of each collection year.
     8. Final delivery for priority 4 & 5 routes of pavement condition data/images shall by on or before August 31 of each collection year.

**Route Priority**

* + - 1. Priority 1 – Non-Interstate State Jurisdiction or NHS
      2. Priority 2 – Interstate
      3. Priority 3 – HPMS or Toll
      4. Priority 4 – Bureau of Research (BMPR)
      5. Priority 5 – Special or Local jurisdiction only
    1. Unless an alternate schedule is approved by OPP a penalty for pavement condition data/images delivered after July 31 for priority 1, 2 & 3 routes or August 31 for priority 4 & 5 routes will be enforced by applying a reduction to the per-mile cost based on the schedule below. Extenuating circumstances such as severe or unusually wet weather which create a loss of collection for consecutive days may allow this deadline to be extended. The vendor must submit a request to OPP for review to have the July 31 and August 31 deadline extended to avoid penalties.
       1. 1 to 15 days a reduction of 5% per mile will be applied.
       2. 16 to 30 days a reduction of 10% per mile will be applied.
       3. 31 to 45 days a reduction of 20% per mile will be applied.
       4. 46 days or more a reduction of 25% per mile will be applied.
    2. Delivery of data/images shall be by means of upload to Azure or other means agreed to by OPP.
    3. Highway asset data deliveries not related to pavement condition rating are subject to their own penalties. Highway asset data and point cloud shall be delivered by the end of the calendar year in which collection has taken place unless an alternate schedule is mutually agreed to by the OPP and the vendor. Highway asset data, GIS point and line files shall be delivered in a timeframe not to delay the delivery of the pavement condition data.

The Vendor shall provide evidence they have the financial capacity and can meet the equipment needs to perform the highway condition and asset collections by the required deadlines.

* + - 1. 1 to 30 days a reduction of 5% per asset type will be applied.
      2. 30 to 60 days a reduction of 15% per asset type will be applied.
      3. 61 days or more a reduction of 25% per asset type will be applied.
    1. A table or other means providing the ability to hyperlink highway asset data images to the GIS file shall be delivered with the GIS files.
    2. A point cloud or other means providing the ability to review, edit and extract the highway asset data shall be delivered.
    3. Structure Inventory Sheets shall be delivered as a PDF, see Exhibit 5, and provide attributes identified in the Highway Asset Data Dictionary.
       1. Standard naming convention, a table or other means providing a hyperlink for the PDF to the structure location on the GIS file.
  1. **OFFEROR / STAFF SPECIFICATIONS:** 
     1. General Offeror Requirements: Offerors responding to this solicitation shall possess the following experience and competencies. Vendors responding to this solicitation must provide detailed responses to each item under sections 1.4.3 and 1.4.4 below.
     2. General Vendor Requirements: Vendors responding to this solicitation shall possess the following attributes and/or capabilities. Vendors responding to this solicitation must provide responses to each section below in detail.
     3. **Vendor Experience (Vendor Response Required)**
        1. Describe number of years of experience providing pavement condition data for assessing pavement condition. Include years of experience, description of work performed, types of equipment utilized, miles of collection, training provided to staff and clients, and types of deliverables. **Minimum 5 years of experience required**.
        2. Describe your experience providing point cloud or similar set of data for highway asset inventory. Please include years of experience, description of work performed, types of equipment utilized, miles of collection, training provided, default accuracy, and types of deliverables provided.
        3. Describe your experience managing high profile/high visibility projects with short turnaround times for changes and deadlines.
        4. Explain why your firm is qualified to be on contract with the Illinois Department of Transportation as the Condition Rating Survey and Highway Asset Inventory vendor. Please provide specific skill sets and/or experiences that distinguish your firm.
        5. The Vendor shall outline their ability to provide pavement condition ratings on a known rating scale for example Condition Rating Survey (CRS), Pavement Condition Index (PCI), Present Serviceability Index (PSI), Pavement Surface Condition Index (PSCI), Pavement Surface Evaluation and Rating (PASER) or other recognized system.
     4. **Vendor Capability and Equipment (Vendor Response Required)**
        1. Describe your plan for meeting the Departments needs for of supplies and services as identified under Section 1.1.1 of this proposal.
        2. Financial Capacity: To demonstrate ability to carry out the scope of this proposal, please provide end of fiscal year financial statements (last 3 years) as part of the Technical Proposal. This does not have to be a 3rd party audited statement.
        3. Provide copy of QA/QC plan. Plan must include but not be limited to pre-deployment equipment testing, collection of pavement and roadside asset data/images, collection staff training, data processing/extraction staff training, and corrective action for all deliverables.
        4. Describe your fleet of vehicles, number of vehicles and equipment used to collect highway condition and asset data.
        5. Describe the protocol used to repair damaged equipment. This description should include average downtime for repairs.
        6. Provide an overview of the management and customer relationship team that will be responsible for managing IDOT’s relationship in the event of being awarded the contract. The Vendor shall submit an Organizational chart, which shall show all professional and support staff for this contract. A staffing plan is required which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For individuals not presently employed by the Vendor, documentation must be submitted for everyone that shows his or her intent to work, background and qualifications, and hours of commitment over the contract period.
        7. Describe the staffing mechanism used, including a description of what staffing resources will be available to the Vendor, based on sub-contractor relationships, strategic partnerships and in-house resources.
        8. Explain how your company fills unexpected vacancies of candidates.
        9. Describe conditions under which Vendor will use subcontractors.
        10. Describe the actions(s) that will be taken if an employee is unable to perform on a project.
        11. Provide specific skill sets and/or experiences that distinguish your firm.
        12. The Vendor shall provide Resumes of Vendor's personnel, including the project manager, who will be assigned to the tasks of the contract. Each resume must be up-to-date and include the individual’s full name, educational background, years of experience and employment history (in chronological and date order). The Vendor’s staff Knowledge, experience and ability of Vendor’s staff and subcontractors to perform the tasks of the awarded contract shall be included. The senior member of the project team shall have a minimum of 5 years of experience conducting highway data collection for condition and asset inventory.
        13. The Vendor shall indicate if it has had past contracts with other state agencies, provide name of Department and contact name(s). Describe scope of work.
        14. The Vendor shall describe their ability to collect data and images compatible with IDOT rater calculation models and the ability to incorporate IDOT rater calculation models into rating software.
        15. The Vendor shall provide references from established one (1) private firm and three (3) government agencies (a total of four references is required), for which the Vendor has performed related work relevant to the subject of this solicitation. **Letters of support are not considered to be references**. Provide the firm name and contact information for each reference and a description of the services provided. Vendors who do not provide the required four (4) references for this solicitation will receive zero points for each missing reference. The Agency will contact all four references provided. References submitted should have received services like the scope of services of this solicitation. For those references who do not provide responses, the Agency will assign 0 points for that reference. The Department will assign points based on the average of the required four references.
  2. **TRANSPORTATION AND DELIVERY TERMS:** N/A
  3. **SUBCONTRACTING**
     1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by the contract. If subcontractors are to be utilized, Offeror must identify subcontractors with an annual

value of more than $100,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.

* + 1. The Offeror shall notify the State of any additional or substitute subcontractors hired

during the term of this contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.

* + 1. Any subcontracts entered into prior to award of the Contract are done at the Vendor’s

and subcontractor’s risk.

* 1. **WHERE SERVICES ARE TO BE PERFORMED**
     1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror 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 Offeror.
     2. Offeror 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 Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.
     3. Location where services will be performed: **Highway data and image collection and roadside asset collection will take place annually statewide on Illinois’ highway system. Data, image, and asset processing can be performed at a location chosen by the vendor within the United States.**
     4. Percentage of contract of services performed at this location: Click here to enter text.

**Include Section 1 and any attachments in Packet 1**

1. **SECTION 2 - PRICING**
   1. **FORMAT OF PRICING:**
      1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Proposal. Offeror’s price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror’s entire offer non-responsive and ineligible for award.
      2. Method and Rate of Compensation: Vendor must complete the following table, stating the inclusive per mile, rate of collection for highway condition and highway assets, and rate for highway asset data.
      3. Assigned project management staff for each project and their background (resume) will be supplied to and are subject to approval by the Department. No assigned project management staff substitutions shall be made without written approval from the Department prior to hours being billed.
      4. The Vendor's project administration costs are not billable as separate costs. For the purposes of this contract, project administration costs are considered indirect costs (overhead). Project administration costs include, but are not limited to, labor costs of staff and/or subcontractors performing work such as work order and billing preparation, general contract discussions, general management/administrative activities and contract administration meetings between the Department and the Vendor.
      5. Pricing shall be submitted in the following format: Vendors will complete the table below. Quantities are estimated for evaluation purposes only and not a guarantee.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Table A - Initial Term (4 Years)** | | | | | |
| **Description of Items to Be Priced** | **Estimated Annual Quantity** | **Unit of Measure** | **Unit Price/Lane Mile** | **Estimated Annual Price/Total** | **Initial term total** |
| Year 1 - 4 collection of data and images documenting the condition of State highways. Includes splitting the data/images into CRS sections based on table provided by OPP. | 24,000 (years 1 & 2) | Miles | $ | $ | $ |
| 16,000 (years 3 & 4) | Miles | $ | $ | $ |
| Highway Asset Collection, Highway Asset Point Cloud or Similar Data Set. (Specified by section 1.1.14). | 16,000 (years 1 & 2) | Miles | $ | $ | $ |
| **Table A - Total Initial Term:** | | | | | **$** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Table B - Optional Services – Initial Term (48 months)** | | | | |
| **Description of Items to Be Priced** | **Estimated Quantity** | **Unit of Measure** | **Unit Price/Lane Mile** | **Estimated Price/Total** |
| Cloud hosted storage of pavement images, data, and Highway Asset data. | Estimated at 35TB per year (24,000 miles) | GB | $ | $ |
| Software for web access and editing of pavement images, data, and condition rating | Provided for State & Local Government Users, Editors, and designees |  |  | $ |
| Highway Asset Data Extraction (specified by section 1.1.14, Exhibits 3 & 4) | Estimated number of statewide features listed below |  |  |  |
| Safety and other barriers | 61,000 | Asset | $ | $ |
| Sign face and posts | 475,000 | Asset | $ | $ |
| Intersections | 65,000 | Asset | $ | $ |
| Highway Characteristics | 50,000 Lane Miles | Asset | $ | $ |
| Pavement Messages | 200,000 | Asset | $ | $ |
| Shoulders Curbs | 101,000 | Asset | $ | $ |
| Sidewalk Curb Ramps | 103,000 | Asset | $ | $ |
| Structure and Overhead Obstructions | 9,000 | Asset | $ | $ |
| RRX grade/elevation | 3,000 | Asset | $ | $ |
| Traffic Signals and/or Pedestrian Crossing Devices at Intersections | 10,000 | Asset | $ | $ |
| Pavement Marking Retro-Reflectivity - Longitudinal Lines (Center, Lane, Edge) | 16,000 Centerline Miles | Asset | $ | $ |
| Pavement Marking Retro-Reflectivity – Other Lane Markings (Arrows, Cross Walk, Pedestrian/Bike) | 200,000 points | Asset | $ | $ |
| Luminaires | 50,000 | Asset | $ | $ |
| **Table B - Total Optional Services** | | | | **$** |
| **Grand Total Initial Term = Table A Initial Term + Table B Optional Services** | | | | **$** |

* 1. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated.
  2. **EXPENSES ALLOWED:** Expenses  are not allowed.
  3. **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.
  4. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.
  5. INVOICING: Vendor shall invoice with each delivery of condition data and/or asset data.
     1. Vendor shall invoice for condition data miles delivered at the time of delivery.
     2. Invoices for highway assets shall be all inclusive for asset collection and asset point cloud delivery. Vendor shall invoice upon delivery of asset data.
     3. Vendor shall invoice for optional services upon delivery of highway asset data set.
  6. **OFFEROR’S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
     1. Offeror’s Price for the Initial Term: Click here to enter text.
     2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Agency Formula for Determining Renewal Compensation: **Table A - Renewal Option – 48 months (Year 5 to 8)** | | | | | | | | | |
| **Description of Items to Be Priced** | **Estimated Annual Quantity** | | **Unit of Measure** | | **Unit Price/Lane Mile** | | **Estimated Annual Price/**  **Total** | | **Renewal term total** |
| Year 5 - 8 collection of data and images documenting the condition of State highways. Includes splitting the data/images into CRS sections. | 24,000 (years 5 & 6) | | Miles | | $ | | $ | | $ |
| 16,000 (years 7 & 8) | | Miles | | $ | | $ | | $ |
| Highway Asset Collection, Highway Asset Point Cloud or Similar Data Set. (Specified by section 1.1.14). | 16,000 (years 5 & 6) | | Miles | | $ | | $ | | $ |
| **Table A - Total Renewal Option:** | | | | | | | | | **$** |
|  | | | | | | | | | |
| **Table B - Optional Services – Renewal Option (Years 5 to 8)** | | | | | | | | | |
| **Description of Items to Be Priced** | | **Estimated Quantity** | | **Unit of Measure** | | **Unit Price/Lane Mile** | | **Estimated Price/Total** | |
| Cloud hosted storage of pavement images, pavement data and highway asset data | | Estimated at 35TB per year (24,000 miles) | | GB | | $ | | $ | |
| Software for web access and editing of pavement images and data | | Provided for State & Local Government Users, Editors and designees | |  | |  | | $ | |
| Highway Asset Data Extraction (specified by section 1.1.14, Exhibits 3 & 4) | | Estimated number of statewide features listed below | |  | |  | |  | |
| Safety & other barriers | | 61,000 | | Asset | | $ | | $ | |
| Sign face & posts | | 475,000 | | Asset | | $ | | $ | |
| Intersections | | 65,000 | | Asset | | $ | | $ | |
| Highway Characteristics | | 50,000 Lane Miles | | Asset | | $ | | $ | |
| Pavement Messages | | 200,000 | | Asset | | $ | | $ | |
| Shoulders Curbs | | 101,000 | | Asset | | $ | | $ | |
| Sidewalk Curb Ramps | | 103,000 | | Asset | | $ | | $ | |
| Structure and Overhead obstruction | | 9,000 | | Asset | | $ | | $ | |
| RRX grade/elevation | | 3,000 | | Asset | | $ | | $ | |
| Traffic Signals and Pedestrian Crossing Devices | | 10,000 | | Asset | | $ | | $ | |
| Pavement Marking Retro-Reflectivity - Longitudinal Lines (Center, Lane, Edge) | | 16,000 Centerline Miles | | Asset | | $ | | $ | |
| Pavement Marking Retro-Reflectivity – Other Lane Markings (Arrows, Cross Walk, Pedestrian/Bike) | | 200,000 points | | Asset | | $ | | $ | |
| Luminaire | | 50,000 | | Asset | | $ | | $ | |
| **Table B - Optional Services – Renewal Option:** | | | | | | | | **$** | |
| **Grand Total Renewal Term = Table A – Renewal Option + Table B - Optional Services** | | | | | | | | **$** | |

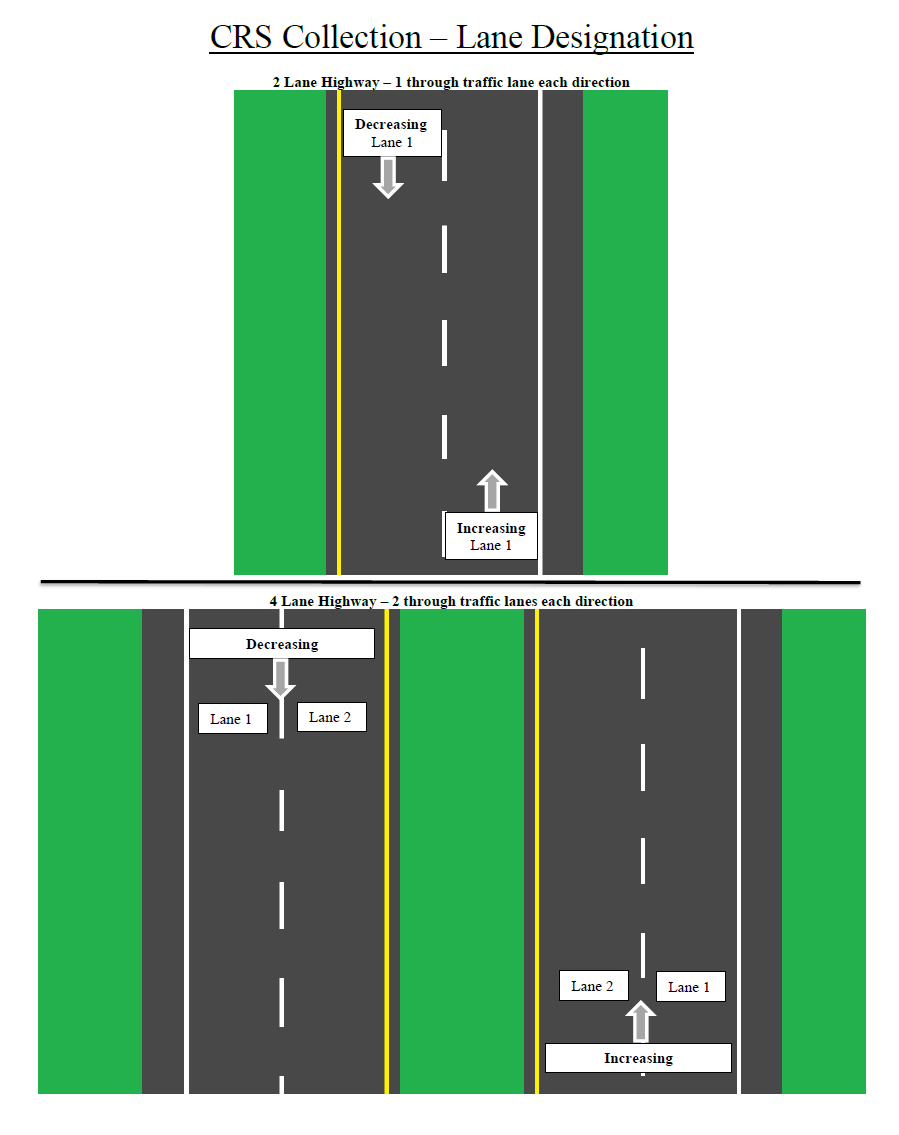
* + - 1. Offeror’s Price for Renewal(s): Click here to enter text.

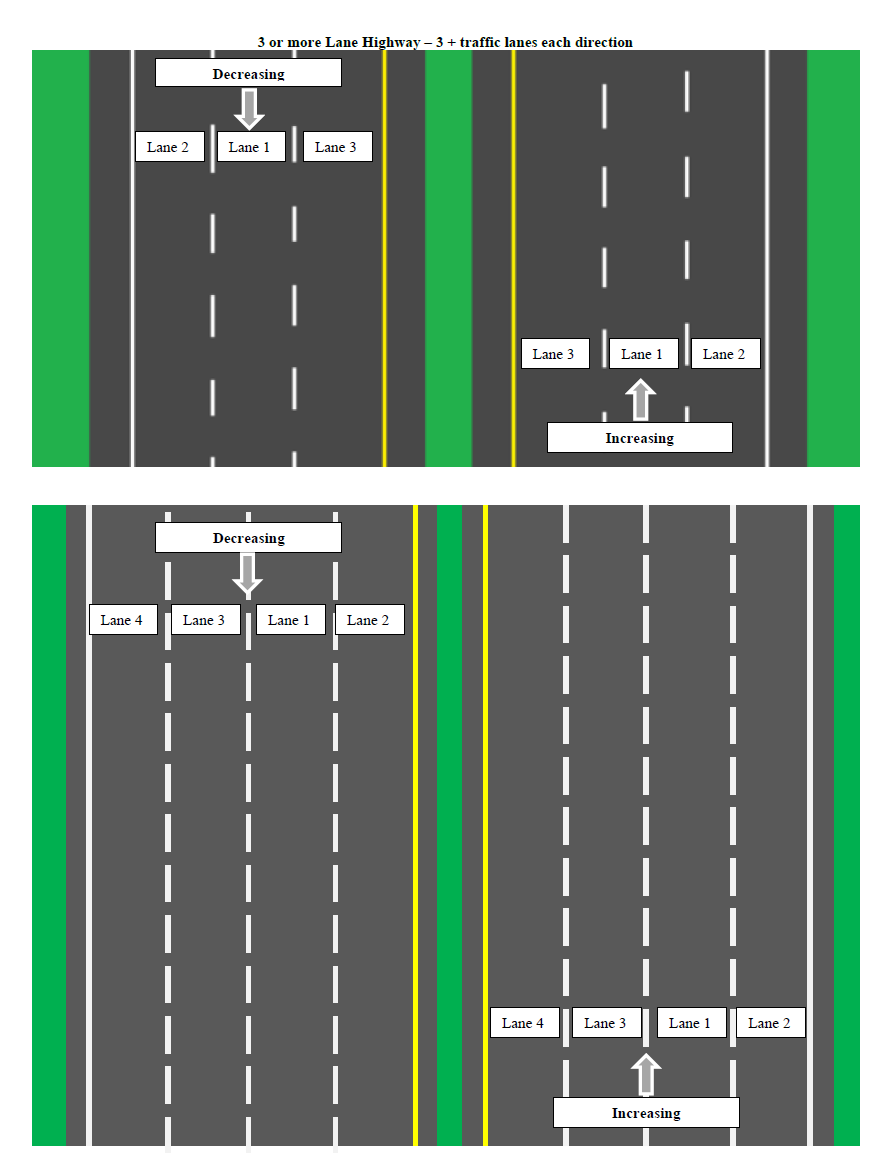
**Include Section 2 and any attachments in Packet 2**

Exhibit 1

Dawnell's map.wmf

Exhibit 2





|  |  |  |
| --- | --- | --- |
| Exhibit 3  **Highway Asset Inventory Directory** | | |
| **Asset Category** | **Asset Type** | **Data Elements** |
| Safety and Other Barriers | Guardrail | Type, Length, Height, Width, End Treatments, Post Type |
| Cable Barrier | Type, Length, Height, Location |
| Noise Walls | Location, Material, Dimensions |
| Drainage Wing Walls | Location, Material, Dimensions |
| Median | Type, Dimensions |
| Signs & Posts | Face | Location, Material, Area, Dimensions, Type, |
| Supports | Location, Signs Attached, Material, Mount Type, Offset from pavement, |
| Intersections | Location |  |
| Traffic Control Type |  |
| Highway Characteristics | Number of Lanes | Count |
| Lane Type (turn or through) | Through, Right Turn, Left Turn, Parking, HOV, One-Way |
| Lane Width | Measurement |
| Striping | Type, Location, Length, Area |
| Other Pavement Markings | Type, Location, Length, Area |
| Bike Lanes | Location, Dimensions |
| Shoulders, Curb, Gutter | Rumble Strips | Location, Dimensions |
| Shoulder Type | Asphalt, Concrete, Gravel, None, Dimensions |
| Sidewalk | Location, Dimensions |
| Sidewalk Ramps | Location, Dimensions, Grade, Warning Pad |
| Structure & Overhead | Bridge | Height Accuracy to +- 1 inch (Right Edge, Fog Lines, All Lanes, Left Edge), Location, |
|  | Sign Truss | Type, Height (All Lanes, Right Edge, Left Edge) Location |
| RRX Grade/Elevation | Low Ground Clearance | Elevations from ~102 feet before to ~102 feet after crossing |
| Traffic Signals and ADA devices | Signals and Pedestrian Controls | Location, Type, Height, Post Material |
| Luminaire | Light Fixture and Post | Location, Type, Height, Material, Offset from Pavement |

Exhibit 4

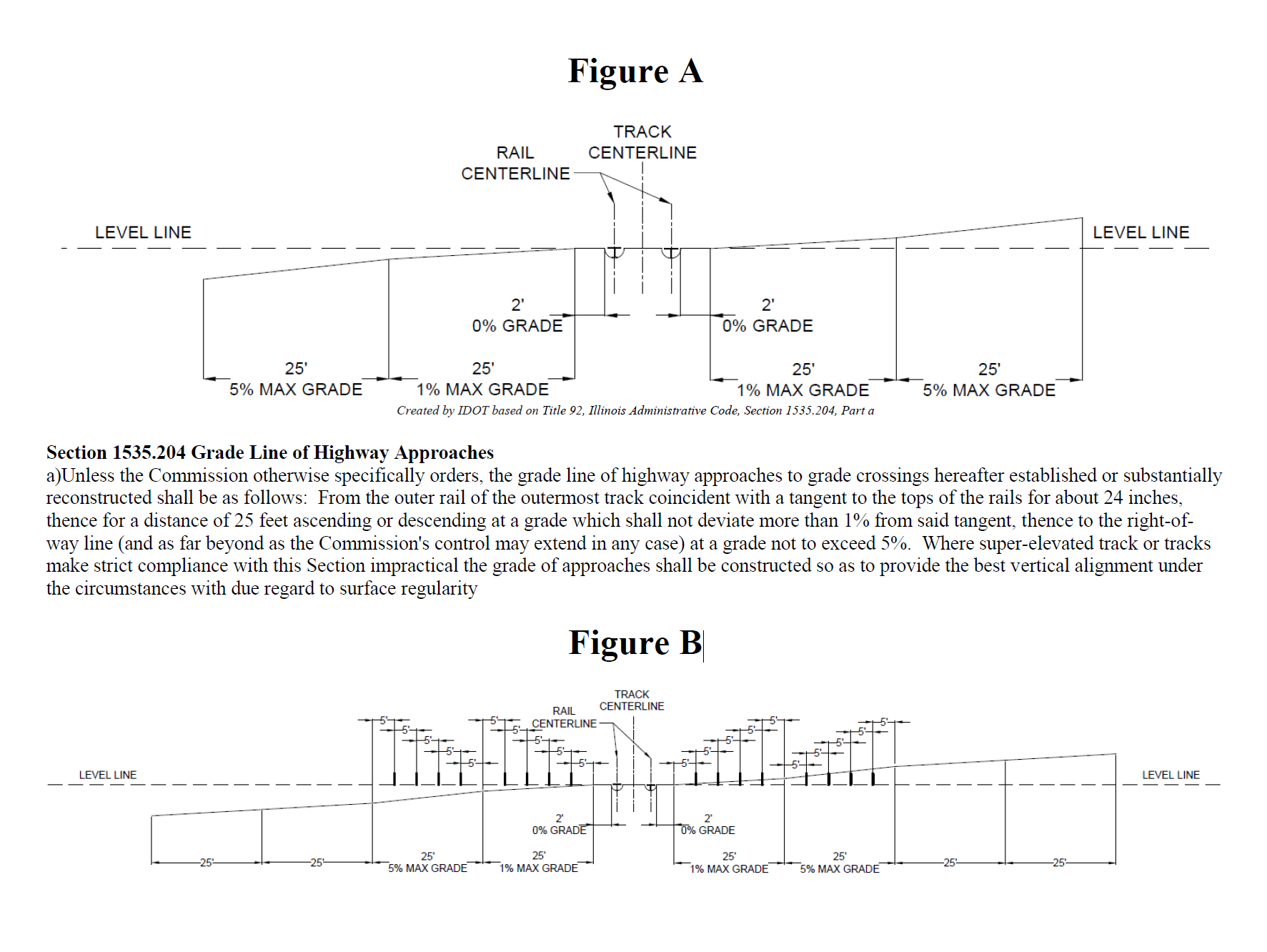
|  |  |  |
| --- | --- | --- |
| **Asset Data Dictionary** | | |
|  |  |  |  |
| **1. Point Assets: Common Attributes** | | |
| **Field Name** | **Data Type** | **Description** | **Example** |
| Unique | Text (25) | Unique ID assigned by Vendor | -K1fOFQZI-Lza0ryRvntSF |
| District | Number (1) | District located in | 6 |
| Roadway\_ID | Text (25) | State DOT Roadway ID from State DOT LRS | 084\_10055\_000000 |
| From\_Point | Number (5,2) | Beginning mile point in miles (to nearest 0.01 mile) | 11.23 |
| Direction | Text (1) | I = with direction of inventory  D = against direction of inventory | I |
| Latitude | Number (12,8) | Latitude of asset | 39.39118586 |
| Longitude | Number (12,8) | Longitude of asset | -75.66344453 |
| Elevation | Number (6,1) | Elevation, measured in feet | -70.6 |
| Coll\_Date | Text (10) | Date of imagery and LIDAR collection | 04/22/2024 |
|  |  |  |  |
| **1.1 Point Assets: Signs Faces** | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| MUTCD Code | Text (10) | MUTCD code | R2-1 |
| MUTCD Description | Text (255) | MUTCD description | Marker, Speed Limit |
| Width | Integer (3) | Width of sign face, measured in inches | 20 |
| Height | Integer (3) | Height of sign face, measured in inches | 20 |
| Location | Text (14) | Center | Position of Sign in reference to vehicle location |
|  |  | Left |  |
|  |  | Median |  |
|  |  | Other |  |
|  |  | Overhead |  |
|  |  | Right |  |
|  |  | T-Intersection |  |
| Sign Backing | Text (20) | Flatsheet Extruded | Flatsheet |
| Legend | Text (254) | Information on non-standard State DOT MUTCD signs | No Turns Official Use Only |
| Sign Height | Number (2,1) | Distance between bottom edge of sign and roadway in relation to edge of Pavement. Measured in feet. | 4.3 |
|  |  |  |  |
| **1.2 Point Assets: Sign Assemblies** | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Location | Text (5) | Right Left |  |
| Number of Signs | Integer (2) | Number of sign faces assigned to this assembly | 3 |
| Mount Type | Text (35) | Cantilever truss Cantilever tube Double cantilever Double post Five post Four post Gate Light post One post Other Signal pole Span wire Structure mounted Triple post Truss sign bridge Tube sign bridge Tube sign bridge with cantilever  Utility pole Wood post, single  Wood post, double | One Post |
| Pavement Offset | Number (3,1) | Offset of Sign Assembly from Edge of Pavement measured in feet | 10.5 |
| Edge of Travel Offset | Number (3,1) | Offset of Sign Assembly from Edge of travel measured in feet | 15.3 |
|  |  |  |  |
| **1.3 Point Assets: Billboards** | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Height | Integer (3) | Height of billboard face in feet | 18 |
| Width | Integer (3) | Width of billboard face in feet | 36 |
| Number of Faces | Integer (1) | Number of total faces rated on Billboard Support | 3 |
| Type | Text (25) | Back-to-back Back-to-back and side-by-side  Back-to-back and stacked Back-to-back, stacked, side-by-side Single Stacked V-shape V-shape and side-by-side  V-shaped and stacked V-shaped, stacked, and side-by-side | back-to-back |
| Offset | Number (3,1) | Offset of Sign Assembly from Edge of Pavement measured in feet | 10.5 |
| ID Number | Text (20) | Owner ID number for billboard face | 24563 |
|  |  |  |  |
| **1.4 Point Assets: Intersections** | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Intersection Type | Text (30) | Four Road at Grade  Road over Road  Merging Ramp Rest Area Ramp  Weight Station Ramp  Median Crossing End of Route/Dead End/Cul-De-Sac  Two Road at Grade Three Road T at Grade  Three Road Y at Grade  5+ Road at Grade  Round About RCut Diverging Diamond | Four Road at Grade |
| Control Type | Text (100) | No Control 1 or 2 Way Stop, No Flashing Lights  All Way Stop, No Flashing Lights 1 or 2 Way Stop, Flashing Lights Present  All Way Stop, Flashing Lights Present  Traffic Signals Yield Signs Not Determined | No control |
|  |  |  |  |
| **1.5 Point Assets: Pavement Messages** | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Type | Text (25) | Arrow  Bike Hatch lines  HOV Look Merge arrow Other (symbols only)  Pedestrian Route shield  RR crossing  Sharrows  Stop bar  Text Yield | Arrow |
| Location | Text (6) | Left  Right | Position in reference to vehicle location |
| Presence | Text (3) | Yes  No | Yes |
| Retro Reflectivity (Optional – to be developed) | Text (4) | Rating of Poor, Fair, Good | Good |
|  |  |  |  |
| **2. Linear Assets: Common Attributes** | | |
| **Field Name** | **Data Type** | **Description** | **Example** |
| Unique | Text (25) | Unique ID assigned by Vendor | -K1fOFQZI-Lza0ryRvntSF |
| District | Number (1) | District located in | 6 |
| Roadway\_ID | Text (25) | State DOT Roadway ID from State DOT LRS | 084\_10055\_000000 |
| From\_Point | Number (5,2) | Beginning mile point in miles (to nearest 0.01 mile) | 11.23 |
| To\_Point | Number (5,2) | Ending mile point in miles (to nearest 0.01 mile) | 12.25 |
| Direction | Text (1) | I = with direction of inventory  D = against direction of inventory | I |
| Length | Number (5,2) | Length or distance of asset, measured in miles | 10.3 |
| Beg\_Lat | Number (12,8) | Begin Latitude of asset | 39.39118586 |
| Beg\_Long | Number (12,8) | Begin Longitude of asset | -75.66344453 |
| Beg\_Elev | Number (6,1) | Elevation, measured in feet above sea level | 70.6 |
| End\_Lat | Number (12,8) | End Latitude of asset | 39.39118586 |
| End\_Long | Number (12,8) | End Longitude of asset | -75.66344453 |
| End\_Elev | Number (6,1) | Elevation, measured in feet above sea level | 70.6 |
| Coll\_Date | Text (10) | Date of imagery and LIDAR collection | 04/22/2023 |
|  |  |  |  |
| **2.1 Linear Assets: Barriers** | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Type | Text (100) | Random Rubble  Rough Stone Masonry  Smooth Stone Masonry  Precast Concrete  Stone Cast California’s Type 60 concrete  New Jersey/F Shape Vertical Concrete Barrier  Single/Constant Slope  Ontario Tall Wall Median Vertical Faced with Head Ejection Criteria  Tank Truck Barrier X-Bolt  Noise Walls Drainage Wing  Bridge Parapet  Bridge Pillar Overhead Sign Board Support  Other |  |
| Run Length | Number (5,2) | Linear extent of the uninterrupted barrier asset, measured in feet | 10.1 |
| Height | Number (2,1) | Height of Guardrail in relation to Edge of Pavement, measured in feet to nearest tenth | 2.7 |
| Top Width | Integer (2) | List of standard Widths in inches | 6 |
| Material | Text (25) | Concrete  Masonry/Brick  Wood Other | Concrete, Field will be used for noise and drainage wing walls only |
| Casting | Text (25) | Pre-Cast  Cast in Place | Yes |
| Glare Screens | Text (3) | Yes  No | Yes |
| Upstream Treatments | Text (100) | Energite  Fitch Big Sandy  CrashGard  Raptor  Absorb 350  ACZ350  SLED  NEAT Thrie-Beam Bullnose Guardrail System  CIAS Connecticut Impact Attenuating System NCIAS Narrow Connecticut Impact Attenuating System Advanced Dynamic Impact Extension Module (ADIEM) BEAT-SSCC Single Sided Crash Cushion  BEAT-BP Bridge Pier System Quadtrend  X-TENuator  QUEST Trinity Attenuating Crash Cushion (TRACC) Family QuadGuard Family  QuadGuard Elite  Universal TAU II Family  EASI-CELL TAU II R Compressor Hybrid Energy Absorption Reusable Terminal (HEART) Reusable Energy Absorbing Crash Termina |  |
|  |  | QuadGuard LMC Smart Cushion Innovations (SCI)  React 350 SCI-100GM Crash Cushion Attenuating Terminal (CAT-350) Barrels TL2  Barrels TL3  Obsolete |  |
| Downstream Treatments | Text (100) | Same as upstream Treatments |  |
| Damaged | Text (3) | Yes  No | Yes |
| Lighting Present | Text (3) | Yes  No | Yes |
| Railing Present | Text (3) | Yes  No | Yes |
| Fence Present | Text (3) | Yes  No | Yes |
|  |  |  |  |
| **2.2 Linear Assets: Guardrails and Cable Barriers** | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Type | Text (100) | W-Beam  Thrie Beam Rustic Appearance W-Beam  Wood Box Beam Generic Weak-post Cable Guardrail  Brifen Wire Rope Safety Fence (WRSF)  Gibraltar Nucor Steel Marion Cable Barrier  System Safence  CASS | Cable |
| Post Type | Text (10) | Wood  Steel  Other |  |
| Run Length | Number (5,2) | Linear extent of the uninterrupted barrier asset, measured in feet | 10.1 |
| Height | Number (2,1) | Height of Guardrail in relation to Edge of Pavement, measured in feet to nearest tenth | 2.7 |
| Upstream Treatments | Text (100) | Vermont G1-d Modified Eccentric Loader Terminal (MELT)  Buried-in-Backslope Eccentric Loader Terminal  Slotted Rail Terminal (SRT-350) Flared Energy-Absorbing Terminal (FLEAT)  TREND 350 Flared Sequential Kinking Terminal (SKT)  Extruder Terminal (ET-Plus)  SoftStop X-Tension Guardrail End Terminal  X-Lite Terminal Wyoming Box-Beam End Terminal (WY-BET)  Bursting Energy Absorbing Terminal (BEAT) Bursting Energy Absorbing Terminal-Median Terminal (BEAT-MT) Brakemaster 350 TREND 350 Median FLEAT Median Terminal (FLEAT-MT) X-Tension Median Attenuator System (X-MAS)  Type 1B Type 2 Type 3 Type 5 (bridge connection)  Type 6 (bridge connection) Type 6A (bridge connection to metal barrier)  Type 6B Type 10, Type 11, Obsolete | Slotted rail terminal |
| Downstream Treatments | Text (100) | Same as upstream treatments | Unprotected end |
| Offset Block | Text (20) | Wood  Steel  Composite  None | tick boxes |
| Maintenance Strip | Text (20) | Asphalt  Concrete  Dirt  Grass  Gravel  Mulch  Other | Gravel |
| Edge of Pavement Offset | Number (3,1) | Offset from edge of pavement measured in feet to nearest tenth | 10.3 |
| Edge of Travel Offset | Number (3,1) | Offset from edge of travel (fog line) measured in feet to nearest tenth | 13.1 |
| Number of Cables | Text (1) | 3 4 | 3 |
| Damaged | Text (3) | Yes  No | No |
|  |  |  |  |
| **2.3 Linear Assets: Sidewalks** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Location | Text (6) | Left  Right  Median | Sidewalk |
| Width | Integer (2) | Width of sidewalk measured in feet | 5 |
| Surface Material | Text (20) | Asphalt  Concrete  Other | Concrete |
|  |  |  |  |
| **2.4 Linear Assets: Lane Area** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Lane Material | Text (25) | Asphalt  Concrete  Other | Lane Area breaks on a change in Lane Material |
| Lane Area | Integer (10) | Lane material, measured in square feet | 1,000,000 |
|  |  |  |  |
| **2.5 Linear Assets: Lane Width and Count** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Lane Type | Text (25) | Through Lane Right and Left Turn Lane Right Turn Lane  Left Turn Lanecx Bi-directional Turn Lane Reversible Lane Truck Climbing Lane Ramp to Ramp Connector (Aux) Scale Lane/Rest Area Lane Toll Booth Lane Bi-directional and Right Turn Lanes Bike Lane | Lane Width breaks on Lane Type change within increase or decrease. Measured in width of 6 inches or a change in Lane Count |
| Lane Width | Number (4,1) | Lane width, measured in feet | Average width reported |
| Lane Count | Integer | Number of lanes of each type | 2 |
|  |  |  |  |
| **2.6 Linear Assets: Shoulders** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Right Shoulder Material | Text (25) | Asphalt  Concrete  Asphalt/Concrete  Asphalt/Other  Concrete/Other  Gravel None  Other | Shoulder Material breaks on Edge Type change or an increase or decrease in width of ± 6 inches |
| Right Shoulder Width | Number (4,1) | Width of right shoulder, measured in feet to nearest tenth | 15.6 |
| Left Shoulder Material | Text (25) | Asphalt  Concrete  Asphalt/Concrete  Asphalt/Other  Concrete/Other  Gravel None  Other | Shoulder Material breaks on Edge Type change or an increase or decrease in width of ± 6 inches |
| Left Shoulder Width | Number (4,1) | Width of left shoulder, measured in feet | 15.6 |
|  |  |  |  |
| **2.7 Linear Assets: Medians** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Median Type | Text (25) | No Median (Undivided) Unprotected (sod, treated earth, gravel)  Positive Barrier Rumble Strip or Chatter Bar Painted (excludes bi-directional turn lanes) Traversable Median | Medians break on Median Type change or Median Protection |
| Median Protection | Text (25) | Protected  Unprotected | Protected |
| Median Width\* | Number (4,1) | Width of median measured in feet to nearest tenth | 54.6 |
| Cable Barrier Present | Text (3) | Yes  No | Yes |
| \*Width only calculable on routes with both directions fully collected. Width will not be supplied for medians on routes with only one direction traveled. |  |  |  |
|  |  |  |  |
| **2.8 Linear Assets: Rumble Strips** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Location | Text (25) | Centerline  Left Right | Position of Rumble Strip in reference to vehicle location |
| Type | Text (25) | With Paint Stripe  Without Paint Stripe | With Paint Stripe |
|  |  |  |  |
| **2.9 Linear Assets: Raised Pavement Markings** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Presence | Text (3) | Yes  No | Yes |
|  |  |  |  |
| **2.10 Linear Assets: Paint Stripes** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Color | Text (10) | White  Yellow  Other | Paint Stripes break on change in Color or Type, gaps will appear where no Paint Stripes exist |
| Style | Text (100) | Centerline - Double Solid  Centerline - Dash Centerline - Solid with Dash Left  Centerline - Solid with Dash Right  Edge Line - Solid Lane Line - Dash  Lane Line - Solid | Center line, double dash |
| Width | Integer (2) | 4 inch 6 inch 8 inch 10 inch | 6 |
| Retro Reflectivity Rating (Optional to be developed) | Text (4) | Good  Fair  Poor | Good |
|  |  |  |  |
| **2.11 At Grade RRX - Ground Clearance** |  |  |  |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Route | Text (22) | IDOT supplied Route ID | 001\_20502\_000000\_1\_I\_6 |
| RRX Number | Text (7) | IDOT supplied RRX ID | 072739H |
| Line Type | Text (9) | Approach  Departure | Approach |
| Lane | Text (13) | Lane 1  Lane 2  Lane 3  Lane 4  Lane 5  Lane 6  Left Shoulder  Left Travel  Right Shoulder  Right Travel | Left Shoulder |
| Point 0 through 7 | Number (4,4) | Elevation in feet | 114.5158833 |
|  |  |  |  |
| **3 Vertical Clearance Measurement** |  |  |  |
| **3.1 Structure Table** | | |
| Table Description: Bridge and overhead structure table. | | |
| **Attribute** | **Data Type** | **Description** | **Example/Notes** |
| Structure\_Name | Text (15) | DOT supplied structure identifier | 10045 |
| Object\_ID | Integer (10) | DOT supplied unique structure code | 2357 |
| Route\_ID | Text (32) | DOT Route ID | 002\_10057\_000000\_1\_D\_9 |
| Feat\_Crossed | Text (24) | Roadway under the structure | Veterans Pkwy |
| Fac\_Carried | Text (18) | Roadway carried by the structure | US 66 |
| Latitude | Number (6,2) | Latitude of Structure at intersection of leading edge and fogline | 39.39118586 |
| Longitude | Number (7,2) | Longitude of Structure at intersection of leading edge and fogline | -75.66344453 |
| Direction | Text (1) | Travel direction of the route under the structure. | N |
| Posted Height | Text (4) | Posted height in XXYY format, where XX is feet and YY is inches. No sign is present = 0000 | 1907 |
| Mile Point | Number (6,3) | Beginning mile point in miles (to nearest 0.01 mile) and corresponding to DOT LRS | 11.23 |
| Lanes | Number (2) | Number of lanes underneath structure in travelled direction | 4 |
| OSB Type | Text (50) | Span Truss  Cantilever Truss  Double Cantilever  Span Monotube  Sign on Bridge  Cantilever Monotube | Span Truss |
| OSB Text | Text (255) | Sign text on overhead sign board |  |
| Min Vertical Measurement | Text (5) | Minimum vertical measurement underneath structure, Over 30 ft coded as 9999 | 1703 = 17' 3" |
| NBI-Horizontal Measurement | Number (4,2) | Lateral measurement between rigid obstructions in feet to nearest hundredth | 90.5 |
| Oversized Horizontal Measurement | Number (4,2) | Lateral measurement between flexible obstructions in feet to nearest hundredth | 85.45 |
| Date Collected | Date | Date that field data was collected. | 42769 |
| Date Processed | Date | Date the structure was processed | 42769 |
|  |  |  |  |

Exhibit 5





Exhibit 6

**RRX Ground Clearance** 

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 an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

Certification #31 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications – Attachment GG a detailed explanation of the legal basis for its status claim. 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 conduct business 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 DO BUSINESS IS THE SECRETARY**

**OF STATE’S CERTIFICATE OF GOOD STANDING**



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 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. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..
2. 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. Admin. Code 750.210(a).
3. 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.
4. If Offeror’s organization holds an expired number, it must re-register with the Department of Human Rights.
5. Offeror may obtain an application form by:
   1. Telephone:Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
   2. Internet: You may download the form from the Department of Human Rights’ website at [*https://dhr.illinois.gov/*](https://dhr.illinois.gov/).
   3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601**.**
6. **TERM AND TERMINATION:**
   1. **TERM OF THIS CONTRACT**: This contract has an initial term of **four (4) years***.* If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.
      1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
      2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.
   2. **RENEWAL**: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): **four (4) years renewal option**.
      1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
      2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor’s option.
   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.
      1. 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 a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
      2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
   4. **TERMINATION FOR CONVENIENCE**:
      1. 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 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 State may, for its convenience and with 30 days of 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. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.
7. **PAYMENT TERMS AND CONDITIONS:**
   1. **LATE PAYMENT**:Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State. Payment terms contained on Vendor’s invoices shall have no force and effect.
   2. **MINORITY CONTRACTOR INITIATIVE**: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
   3. **EXPENSES**: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
   4. **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 Department of Labor and are available on the Department’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>).
   5. **FEDERAL FUNDING**: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
   6. **INVOICING**: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed, and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
      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.
      2. 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 A.19**

1. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
2. **SUBCONTRACTING**: For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 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 Subcontractor 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.
3. **AUDIT/RETENTION OF RECORDS**: Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three 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 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 its records for five 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 the contract 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 books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **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.
6. **FORCE MAJEURE**: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
7. **CONFIDENTIAL INFORMATION**: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.
8. **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 waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **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 property or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
10. **INSURANCE**: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in 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 amount required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.
11. **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 the basis of Vendor being an independent contractor of or joint venture with the State.
12. **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.
13. **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.
14. **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 reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
15. **APPLICABLE LAW**: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference. 44 Ill. Admin. Code 750. 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 contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
16. **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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
17. **CONTRACTUAL AUTHORITY**: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
18. **NOTICES**: Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the 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 the contact information.
19. **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, to the extent 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.
20. **PERFORMANCE RECORD/SUSPENSION**: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor’s performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time or to determine whether Vendor can be considered responsible on specific future contract opportunities.
21. **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 notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
22. **SCHEDULE OF WORK**: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
23. **WARRANTIES FOR SUPPLIES AND SERVICES**
    1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, 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 limitation, reasonable attorney’s fees and expenses arising from failure of the supplies to meet such warranties.
    2. Vendor shall insure that all manufacturers’ warranties are transferred to the State and shall provide a copy of the warranty. 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.
    3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
24. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
    1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor’s ability to perform the contract.
    2. By August 31 of each year, Vendor shall report to the Agency the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.
25. **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.
26. **Agency Supplemental Provisions:**

Agency Definitions

Required Federal Clauses, Certifications and Assurances

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

**1.1 State or Federal Aid Supplemental Provision**

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

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

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

**1.1.4** **ACCOUNTING:** The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the Agency/Buyer pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Agency/Buyer directives. Information regarding the cost principles in Title 48, Code or Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=cbb7305b43e022815d30aeaf7b642744&node=pt48.1.31&rgn=div5>

**1.1.5** **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.

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

**1.1.7** **VENDOR’S TERMINIATION DUTIES:** The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

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

**1.1.7.2** Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;

**1.1.7.3** Comply with the Agency/Buyer’s instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

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

**1.1.7.5** Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

**1.1.8** **OVERTIME:** Any overtime costs shall be incurred by the vendor.

**1.1.9 USE OF WORK PRODUCT:** Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

**1.1.9.1** Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

**1.1.9.2** With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

**1.1.9.3** To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

**1.1.9.4** Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

**1.1.9.5** Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

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

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

**1.1.10 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

**1.1.11 EMPLOYMENT SECURITY:** Section 20 ILCS 1005/1005-47 of the Civil Administrative Code of Illinois states that the Department of Employment Security maintains the IllinoisJobLink.com web site which allows job seekers to search online for employment opportunities that match the skills of the person seeking employment. Any entity that is a party to a contract with an executive branch State agency is required to post employment vacancies on the IllinoisJobLink.com web site or provide an online link to its employment vacancies so that it is accessible through the IllinoisJobLink.com web site. Bidders that are a party to a contract with a bona fide labor organization are exempt from this requirement.

The bidder assures that, for the duration of this contract it will post its employment vacancies in Illinois and border states on the Department of Employment Security’s IllinoisJobLink.com website; or will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website; or is exempt from 20 ILCS 1005/1005-47 because bidder is a party to a contract with a bona fide labor organization.

**1.1.12 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract shall be in writing and fully executed by the parties.

**1.1.13** **PURCHASE OF EQUIPMENT AND MAINTENANCE ASSURANCE:** Vendor shall not purchase equipment with funds received under this Contract without having obtained the Agency/Buyer's prior 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 Agency/Buyer is under no obligation to give consent and that the Agency/Buyer may, if it gives consent, subject that consent to such additional terms and conditions as the Agency/Buyer may require. Vendor acknowledges that any equipment purchased under this provision is and shall remain the property of the Agency/Buyer.

The Agency/Buyer reserves the right to maintain any equipment purchased under this Contract using Agency/Buyer personnel or third party maintainers. In such case, Vendor shall provide the Agency/Buyer or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Agency/Buyer 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 Agency/Buyer 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 Agency/Buyer at no cost adequate documentation and access to specialized or proprietary tools to allow the Agency/Buyer 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 Agency/Buyer.

Other (describe)

Click here to enter text.

1. **Offeror Supplemental Provisions:**

Click here to enter text.

1. Will subcontractors be utilized?  Yes  No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of $100,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name: Click here to enter text.

Anticipated/Estimated 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.

Anticipated/Estimated 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.

Anticipated/Estimated 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. All subcontracts must include the Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.**

1. All subcontracts over $100,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State.

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 1 of each year that this contract remains in effect.

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

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

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

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

1. 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.
2. 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.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
4. 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.
5. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
6. 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.
7. 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.
8. 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.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information).  30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
10. 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.
11. 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.
12. 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.
13. 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.
14. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. 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, and that if Vendor has retained such a person or entity, that Vendor has complied, or will comply prior to execution of this agreement, with the statutory requirement to: (i) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract, (ii) not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and (iii) sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. 30 ILCS 500/50-38.
16. 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.
17. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
18. Drug Free Workplace
    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.
    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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
25. 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.
26. 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.
27. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
28. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

1. 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.
2. 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.

1. 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.

1. 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.

1. 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.

1. 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.

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, offer, or proposal that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid, offer, or proposal 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) >$100,000

Subcontractor’s Parent Entity(ies) (100% ownership) > $100,000

|  |  |
| --- | --- |
| Project Name | 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.  If you selected Other, please describe: Click here to enter text. |

**EP 1**

**STEP 1**

**SUPPORTING DOCUMENTATION SUBMITTAL**

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

(Subcontractors with subcontract annual value of more than $100,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation 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% ($123,420) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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% ($123,420) 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% ($123,420) 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% ($123,420) 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.

**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 $100,000 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 $123,420.

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. |
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| 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 $123,420.

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. |
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| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |

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 $123,420.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $123,420 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.

|  |
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| **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 $100,000)

(Subcontractors with subcontract annual value of more than $100,000 must complete)

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

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

|  |  |  |
| --- | --- | --- |
| **Name** | **Address** | **Relationship to Disclosing Entity** |
| 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 contract: Click here to enter text.

**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 $100,000 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 |
| 1. 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% ($123,420) of the salary of the Governor? | Yes  No |
| 1. 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 |
| 1. 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 |
| 1. 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 ($205,700)? | Yes  No |
| 1. 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 ($411,400)? | Yes  No |

**STEP 5**

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

(Complete only if bid, offer, or contract has an annual value over $100,000)

(Subcontractors with subcontract annual value of more than $100,000 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 |
| 1. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? | Yes  No |
| 1. 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 |
| 1. 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 |
| 1. 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? | Yes  No |
| 1. 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 |
| 1. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? | Yes  No |
| 1. 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 |
| 1. 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 |
| 1. 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 $100,000 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 and position title of each individual.

**STEP 7**

**POTENTIAL CONFLICTS OF INTEREST**

**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over $100,000)

(Subcontractors with subcontract annual value of more than $100,000 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 |
| 1. Within the previous ten years, have you had any professional licensure discipline? | Yes  No |
| 1. Within the previous ten years, have you had any bankruptcies? | Yes  No |
| 1. Within the previous ten years, have you had any adverse civil judgments and administrative findings? | Yes  No |
| 1. 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 and position title of each individual. Click here to enter text. **ST**STEP 8

**STEP 8**

**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over $100,000)

(Subcontractors with subcontract annual value of more than $100,000 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. Attach an additional page in the same format as provided below, if desired.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Agency** | **Project Title** | **Status** | **Value** | **Contract Reference/P.O.** |
| 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 $100,000 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.

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.

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.

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

Click here to enter text.

1. Billing Address

Click here to enter text.

Click here to enter text.

1. Name of Chief Executive Officer

Click here to enter text.

1. 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.

1. Company Web Site Address

Click here to enter text.

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

Click here to enter text.

1. Length of time in business

Click here to enter text.

1. Annual Sales for Offeror’s most recently completed fiscal year

Click here to enter text.

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

Click here to enter text.

1. Is your company at least 51% owned and controlled by individuals in one of the following categories?  If “Yes,” please check the category that applies:
   * 1. Minority (30 ILCS 575/2(A)(1) & (3))  Yes
     2. Female (30 ILCS 575/2(A)(2) & (4))  Yes
     3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))  Yes
     4. Disadvantaged (49 CFR 26)  Yes
     5. Veteran (30 ILCS 500/45-57)  Yes
     6. Small Business (30 ILCS 500/45-45)  Yes

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

1. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, 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.

1. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, 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.

1. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, 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.

1. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, 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.

Offeror Name: Click here to enter text.

Return Mailing Address: Click here to enter text.

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

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

By: Click here to enter text.

Signed:

Position: Click here to enter text.

Date: Click here to enter text.

I certify that:

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

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

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

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

Name: Click here to enter text.

Business Name: Click here to enter text.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: Click here to enter text.

Legal Status (check one):

Individual  Governmental

Sole Proprietor  Nonresident alien

Partnership  Estate or trust

Legal Services Corporation  Pharmacy (Non-Corp.)

Tax-exempt  Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing  Limited Liability Company

medical and/or health care services (select applicable tax classification)

Corporation NOT providing or billing  C = corporation

medical and/or health care services  P = partnership

Signature of Authorized Representative:

Date: Click here to enter a date.

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| **REQUIRED FOR ALL PROJECTS** | | | | | | |
|  | | |  | | | |
| Does this project receive Federal funds? | | | Yes | | | No |
|  | |  | | | | |
| Amount of Federal funds: | |  | | | | |
|  | |  | | | | |
| Federal Project Number: | |  | | | | |
|  | | | |  | | |
| Name of Project: |  | | | | | |
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| CFDA Number\*, Federal Agency, Program Title: | | | | |  | |
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\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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

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| **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 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your 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 2 CFR Part 200, Subpart F, Audit Requirements such non-federal entities that expend $750,000 (or the current 2 CFR Part 200 qualifying amount) or more in federal awards in a year are required to have a single audit performed. 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 2 CFR Part 200 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 $750,000 (or the current 2 CFR Part 200 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 2 CFR Part 200 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 $750,000 (or the current 2 CFR Part 200 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.

**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 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation

Audit Compliance Unit, Rm. 126

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 2 CFR Part 200.

Additional information which should be submitted:

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

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov)

or via fax at 217/785-7624. If you have any questions, please contact the Audit Compliance Unit at 217/782-5148.

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| **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 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, this certification or a copy of your 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.. |

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| **Single Audit Not Required** | | | | | | | | | | | | | | | | |
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| I certify that | |  | | | | | | | | | | | | did not expend $750,000 or | | |
| more in federal awards in our fiscal year | | | | | | | |  | | | and was not required to have a | | | | | |
| single audit conducted. | | | | | | | | | | | | | | | | |
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| **Subrecipient Contact Information** | | | | | | | | | | | | | | | | |
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| Subrecipient: | | |  | | |  | | | | | | | | | | |
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| Contact Person: | | | | | |  | | | | Title: | | | | |  | |
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| Address: |  | | | | |  | | | | Phone No. | | | | | |  |
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| Fiscal Year End: | | | | |  | |  | | |  | | | | | | |
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| Email address: | | | |  | | | | | | | |  | | | | |