STATE OF ILLINOIS
INVITATION FOR BID

Illinois Department of Transportation

REBID Concrete Ready Mix Coverage for District 1
2027-08

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

Brief Description:

Illinois Department of Transportation is seeking bids to establish multiple award term contracts to allow the Illinois Department of Transportation (IDOT) to have availability of redi-mix concrete as needed during the contract period within District 1. By submitting a bid, Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the resulting contract for the items in the resulting contract to all Illinois Department of Transportation districts.

The resulting contract with the awarded Bidders shall have an initial term **ending 12/31/2027.** In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, IDOT has the option to renew for the following terms: **__N/A____.**

Please read the entire solicitation package and submit a Bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package should be completed in full and submitted along with the price proposal which will constitute the Bid. If submitting your Bid in paper format and by mail, do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

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

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

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STATE OF ILLINOIS
INSTRUCTIONS AND GENERAL INFORMATION

SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION

A.1 **HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Bidder's situation, then enter "N/A" into the text field. Please enter the requested information or N/A into every red text field.

A.2 **CONTRACT INFORMATION:** Please note that the CONTRACT section of this solicitation will be used as the contract between the State of Illinois and the awarded vendor. The Financial Disclosures and Conflicts of Interest, Disclosure of Business in Iran, and Standard Certifications will become part of the contract.

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

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

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

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

Solicitation Contact: Ashley Murphy	Phone: N/A
Agency: Illinois Department of Transportation	Email: Ashley.l.murphy@illinois.gov
Street Address: 2300 S. Dirksen Parkway, Rm 302	
City, State Zip: Springfield, IL 62764	

A.5 **BIDDER QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at the Bidder Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than October 22, 2026 Questions received and Department

responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin. Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss, directly or indirectly, the solicitation or any Bid with any State officer or employee other than the Solicitation Contact.

A.6 REQUIRED MEETINGS

Bidder Conference/Site Visit: ☐ Yes ☒ No

Mandatory Attendance: ☐ Yes ☒ No

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

Date: N/A

Time: N/A

Location: N/A

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

A.7.1. Bid Due Date & Time

Date: Thursday, October 29, 2026

Time: 1:00 PM

A.7.2. Bid Firm Time: Vendor's Bid must remain firm for 180 days from opening.

A.7.3. Submit/Deliver Paper Bids To:	Label (outside of envelopes/containers):
Agency: Illinois Department of Transportation	**"Sealed Bid – Do Not Open"**
Attn: Ashley Murphy	Project Title & Reference #: REBID Concrete Ready Mix for District 1
Address: 2300 S. Dirksen Parkway, Rm 302	Due Date & Time: October 29, 2026 at 1:00 PM
City, State Zip: Springfield, IL 62764	*Vendor Name*
	Vendor City, State and Zip

Please note: If you are enclosing your sealed bid in a carrier's container, write REBID Concrete Ready Mix for District 1 on the outside of that container so the Department can process your package accordingly and without delay.

A.8 **ORGANIZATION REQUIRED**: Bids may be submitted in as few as three and as many as five packets. Please follow these instructions carefully. **DO NOT SUBMIT MULTIPLE COPIES**.

A.8.1 Packet 1 shall contain the Contract section and if applicable a Redacted copy (Section 1, Part A.15). Please also include the completed specification/questionnaire and Attachments JJ.

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

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

A.8.2.1. Exceptions must be provided on the Exceptions to Solicitation Contract Terms and Conditions form or must be in a substantially similar format. Department discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Bid.

A.8.2.2. Additional Bidder Provisions may be stated on the Exceptions to Solicitation Contract Terms and Conditions form, but should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a Bidder's position or, for example, a Bidder's licensing agreement.

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

A.8.4 Packet 4 shall contain Attachment NN if applicable.

A.8.5 Packet 5 shall contain Attachment MM if applicable.

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

Separately seal and label each packet.

A.9 **SUBMISSION OF BIDS**: To aid in the organization of the Bid, submit it in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the reference number, the packet number, the Bidder's name and the wording**: "Sealed Bid – Do Not Open."** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. You may put the entire Bid on one CD or USB flash drive.

Subject Matter	**# of Originals**	**# of Hard Copies**	**# of USB flash drives**
Contract and if applicable a Redacted copy, Attachment JJ – PACKET 1	1	1	1 USB may contain all packets
SECTION 2 Part B (OFFER), ATTACHMENT HH and applicable forms — PACKET 2	1	1	0
ATTACHMENTS BB through GG and II – PACKET 3	1	1	0
ATTACHMENT NN (if applicable) – PACKET 4	0	0	0
ATTACHMENT MM (if applicable) – PACKET 5	0	0	0

A.10 **SECURITY**: Bid Bond $ N/A Performance Bond $ N/A. If a Bid Bond is required, Bidder must submit the Bid Bond with the Bid. If a performance bond is required, Bidder must submit the Performance Bond

to the solicitation contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.11 SMALL BUSINESS SET-ASIDE: ☐ Yes ☒ No. If "Yes" is marked, Bidder must be qualified by the Small Business Set-Aside Program at the time Bids are due in order for the Bid to be evaluated.

A.12 MINORITY CONTRACTOR INITIATIVE: The State requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Bidder awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

A.13 FEDERAL FUNDS: The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are Federally funded and the dollar amount of such Federal funds will be disclosed.

A.14 EMPLOYMENT TAX CREDIT: Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

A.15 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with "ILCS." Bidder may view the full text at (Illinois Compiled Statutes). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PART 1) are applicable to this solicitation. To view them respectively, go to Illinois General Assembly - 30 ILCS 500/ Illinois Procurement Code and Illinois General Assembly - ADMINISTRATIVE CODE.

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

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submitting Bids in Section A.10) of the bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall

retain as much of the Bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure. Bidder must label the attachment as "Redacted" and return it in Packet 1.

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

A.17 **RESERVATIONS:** Bidder must read and understand the solicitation and tailor the Bid and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all bids, award by item, group of items, or grand total, and waive minor defects. The State may request a clarification, inspect Bidder's premises, interview staff, request a presentation, or otherwise verify the contents of the Bid, including information about subcontractors and suppliers. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code (30 ILCS 500/), associated administrative rules and other applicable State and Federal statutes and regulations. This competitive process may require that the Bidder provide additional information or otherwise cooperate with the State. If a Bidder does not comply with requests for information or cooperate, the State may reject the Bid as Non-Responsive to the solicitation. Submitting a Bid does not entitle the Bidder to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Bid. Awarded vendor(s) shall not commence and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.18 **AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Bidder who submits the lowest price. The State will post a notice to the Bulletin identifying the apparent low-cost Bidder. The State may accept or reject a Bidder's Bid as submitted or may require contract negotiations. If negotiations do not result in an acceptable agreement, the State may reject the Bidder's Bid and begin negotiations with another Bidder. Awards are not final until all protests are resolved.

A.19 **REFERENCES:** ☐ Yes ☒ No. If "Yes" is marked, Bidder must provide references from established private firms or government agencies other than from the procuring Department, which can attest to Bidder's experience and ability to perform the contract that is the subject of this solicitation. Bidder

must provide the name, contact information and a description of the supplies or services provided using the form ATTACHMENT II.

Type of References: N/A

Number of Each Reference Type: N/A

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

See section 4.1.7.3 of the contract for Invoice Addresses.

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

A.21 PROTEST REVIEW OFFICE: Bidders may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 6.420. All protests shall be in writing and filed with the CPO within 7 calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the 7-calendar day period will not be considered. In addition, protests that raise issues of fraud, corruption or illegal acts affecting specifications, special provisions, supplemental specifications and plans must be received by the CPO no later than 14 calendar days before the date set for opening of bids.

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

A.22 EVALUATION PROCESS: The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State will consider the information provided and the quality of that information when evaluating the Bidder's Bid. If the State finds a failure or deficiency, the State may reject the Bid or reflect the failure or deficiency in the evaluation.

A.22.1 RESPONSIVENESS: A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bid and includes **all required** forms. Required forms may include, but may not be limited to:

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

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

A.22.1.3. Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in ATTACHMENT BB.

- Illinois Department of Human Rights Public Contracts Number: Bidder may complete and return the IDHR Public Contract Number form in ATTACHMENT CC.

- Standard Certifications: Bidder shall complete and return the Standard Certifications form in ATTACHMENT DD.

- Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in ATTACHMENT EE.

- Disclosure of Business Operations with Iran: Bidder shall complete and return the Disclosure of Business Operations with Iran form in ATTACHMENT FF.

- Business and Directory Information: Bidder shall complete and return the Business and Directory Information form in ATTACHMENT GG.

- Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in ATTACHMENT JJ.

A.22.1.4. The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Bidder meets a particular requirement, the State may waive that requirement.

A.22.1.5. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.22.1.6. The State will determine whether Bids complied with the instructions for submitting Bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a Bidder correct deficiencies as a condition of further evaluation.

A.22.2 RESPONSIBILITY: A responsible Bidder is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Bidder is a "Responsible" bidder; a bidder with whom the State can or should do business. For example, the State may consider the following:

A.22.2.1. A "prohibited bidder" includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code (30 ILCS 500/) or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies (30 ILCS 500/50-10.5).

A.22.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.22.2.3. Awarded Bidders must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion

of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

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

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

A.23 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities or DBEs in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan may render the Bid non-responsive. Instructions, the contract goal, and contact information are included in N/A.

Does this solicitation contain a DBE goal? ☐ Yes ☒ No

If yes, then the DBE goal is: Click here to enter text

DBE Liaison: Omolara Erewele

Phone Number: 217-785-5234

Email Address: Omolara.Erewele@illinois.gov

A.24 VETERAN SMALL BUSINESS (VSB) PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Department Veteran Small Business Liaison prior to submission of proposals.

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

If yes, then the Veteran Small Business goal is: Click here to enter text

Veteran Small Business Liaison: Omolara Erewele

Phone Number: (217) 785-5234

Email Address: Omolara.Erewele@illinois.gov

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to Bid opening date. Go to VOSB and SDVOSB Certification or complete requirements for VOSB or SDVOSB certification. Go to State of Illinois Commission on Equity and Inclusion to search for certified VOSB and SDVOSB vendors.

END OF INSTRUCTIONS

SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference #: REBID Concrete Ready Mix for District 1 / 2027-08

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

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

B.1 SOLICITATION AND CONTRACT REVIEW

Bidder has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information.

☐ Yes ☐ No

B.2 ADDENDA

Bidder has taken into account any and all addendums to the solicitation in making this Bid.

☐ Yes ☐ No ☐ N/A

B.3 BIDDER CONFERENCE

If attendance was mandatory, Bidder attended the Bidder Conference.

☐ Yes ☐ No ☒ N/A

B.4 BID SUBMISSION

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

☐ Yes ☐ No

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

☐ Yes ☐ No

B.5 BOND

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

☐ Yes ☐ No ☒ N/A

B.6 SMALL BUSINESS SET-ASIDE

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

☐ Yes ☐ No ☒ N/A

B.7 PACKET 1 – CONTRACT

☐ Yes ☐ No

B.7.1	Redacted Copy of Bid, if requesting confidential treatment	☐ Yes ☐ No ☐ N/A
B.7.2	Taxpayer Identification Number (ATTACHMENT JJ)	☐ Yes ☐ No

B.8 PACKET 2 – OFFER

☐ Yes ☐ No

B.8.1	Offer	☐ Yes ☐ No
B.8.2	Exceptions to Solicitation Contract Terms and Conditions (ATTACHMENT HH)	☐ Yes ☐ No ☐ N/A

B.9 PACKET 3

☐ Yes ☐ No

B.9.1	Authorized to Transact Business or Conduct Affairs in Illinois (ATTACHMENT BB)	☐ Yes ☐ No
B.9.2	Illinois Department of Human Rights Public Contract Number (ATTACHMENT CC)	☐ Yes ☐ No
B.9.3	Standard Certifications (ATTACHMENT DD)	☐ Yes ☐ No
B.9.4	Financial Disclosures and Conflicts of Interest (ATTACHMENT EE)	☐ Yes ☐ No
B.9.5	Disclosure of Business Operations in Iran (ATTACHMENT FF)	☐ Yes ☐ No
B.9.6	Business Directory Information (ATTACHMENT GG)	☐ Yes ☐ No

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

B.10.1	Does this solicitation contain a DBE goal?	☐ Yes ☒ No
B.10.2	Disadvantaged Business Enterprises (DBE) Utilization Plan	☐ Yes ☐ No ☒ N/A

B.11 PACKET 5 – VSB UTILIZATION PLAN

B.11.1	Does this solicitation contain a VSB goal?	☐ Yes ☒ No
B.11.2	Veteran Small Business Participation and Utilization Plan	☐ Yes ☐ No ☒ N/A

B.12 CONTRACT SIGNATURE

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

☐ Yes ☐ No

B.13 SUBCONTRACTING

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

☐ Yes ☐ No ☐ N/A

B.14 LOCATION OF PERFORMANCE

Bidder has provided the location and known or anticipated value of services to be performed.

☐ Yes ☐ No

B.15 REFERENCES

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

☐ Yes ☐ No ☒ N/A

B.16 PRICING

Bidder has completed the PRICING part of the CONTRACT.

☐ Yes ☐ No

B.17 EXCEPTIONS

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

☐ No Exceptions

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

B.18 REQUEST FOR CONFIDENTIAL TREATMENT

Bidder has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Bidder's request.

☐ No, Bidder is not requesting confidential treatment for this Bid

☐ Yes, Bidder is seeking confidential treatment for portions of this Bid

B.19 PREFERENCES

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

Signature of Authorized Representative: _____

Printed Name of Authorized Representative:_____

Bidder's Name: Click here to enter text

Date: Click here to enter a date.

STATE OF ILLINOIS
CONTRACT

Illinois Department of Transportation
REBID Concrete Ready Mix for District 1
2027-08

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

1. DESCRIPTION OF SUPPLIES AND SERVICES

2. PRICING

3. TERM AND TERMINATION

4. STANDARD BUSINESS TERMS AND CONDITIONS

5. STATE SUPPLEMENTAL PROVISIONS

6. STANDARD CERTIFICATIONS

7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES

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

STATE OF ILLINOIS
CONTRACT

Illinois Department of Transportation
REBID Concrete Ready Mix for District 1
2027-08

VENDOR

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

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Transportation	Email: keith.donovan@illinois.gov
Street Address: 2300 S. Dirksen Parkway	Fax: N/A
City, State ZIP: Springfield, IL 62764	
Official Signature:	Date:
Printed Name: Gia Biagi	
Official's Title: Secretary of Transportation	
Legal Signature:	Date:
Legal Printed Name: Michael S. Prater	
Legal's Title: Chief Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Eric Bolinger	
Fiscal's Title: CFO, Director of Finance & Administration	

STATE OF ILLINOIS
CONTRACT

Illinois Department of Transportation
REBID Concrete Ready Mix for District 1
2027-08

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

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

- Agency Reference #: 2027-08
- Project Title: REBID Concrete Ready Mix for District 1
- Contract #: 2027-08
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- Publication Date:
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☐No Subcontractor Disclosure? ☐ Yes ☐No
- Funding Source: State Road Funds
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐No Percentage:
- Minority Owned Business? ☐ Yes ☐No Percentage:
- Female Owned Business? ☐ Yes ☐No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The goal of this solicitation is to provide coverage of concrete ready-mix providers for IDOT District 1. Multiple vendors may cover a district territory. Award and usage will be based on proximity to the work being performed by the department and/or IDOT yard location.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. **SPECIFICATIONS** Ready mix concrete shall be in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as adopted on January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions adopted January 1, 2026. **https://idot.illinois.gov/doing-business/industry-marketplace/construction-services/standard-specifications.html**

More information on Concrete can be found on the Department of Transportation's website: https://idot.illinois.gov/doing-business/material-approvals/idot-material-labs/concrete.html

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

1.2.2. **SPECIFICATION COMPLIANCE**

Is this bid strictly in accordance with our specifications?
☐ Yes.

☐ No - bidder shall clearly identify any and all deviations. The State reserves the right to determine if the deviation(s) is material. Attached additional sheets if necessary.

_____
_____
_____
_____
_____
_____
_____

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

confirms complete compliance with the specifications.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Vendors shall notify the District Bureau of Materials based on their location before manufacturing Ready Mix Concrete. The following is the contact list for District 1:

District 1: Kevin Finn, 847-705-4363, kevin.finn@illinois.gov

1.3.2. Vendor shall submit invoices at the completion of each delivery.

1.3.3. The Illinois Department of Transportation reserves the right to make inspections and test material either at the mixing plant or at the final destination in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Material not meeting test or specifications requirements shall be rejected, and invoices will not be paid for rejected batches.

1.3.3.1 Vendor is responsible for remedying all defects and/or omissions to the supplies or services provided to ensure that all deliverables meet the requirements as details in the contract specifications.

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

Attest: Authorized Representative:
Signature:_____

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Within ten (10) business days of contract award, and before any work begins, the Contractor shall provide a Certificate of Insurance as stated in Section 4.11 of the Terms and Conditions.

1.4.2. Vendor shall ensure their employees are certified and licenses in accordance with existing Federal, state and local regulations.

1.4.3. Ready Mix Concrete Plants are subject to approval by the Bureau of Materials and any vendor whose plant has not previously been approved should take steps to secure such approval before delivery. Please see the attachment "2026 D-1 PCC Approved Plant List" on the Transportation Bulletin.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Hauling shall be billed based on direct round-trip milage from mixing plant to project location.

1.5.2. Mileage shall be billed based on the contract price per mile and the total direct round trip mileage.

1.5.3. Ordering and Prompt Delivery: The Ready-Mix Concrete shall be primarily used for pavement patching and orders may range from full truckloads to less than a cubic yard as needed to complete repair work. The Ready-Mix Concrete shall be delivered in vendor-owned trucks upon receipt of an order for release to any IDOT delivery point specified within the requested time frame. The vendor shall agree to accept telephone orders with a confirming written order to follow. The vendor shall furnish delivery slips in duplicate to the responsible IDOT designee for each load of material delivered. The delivery slip shall include at a minimum, unique ticket number, stamped date and timed batch, name of producer and plant location; contract number, name of Contractor, truck number, quantity batched, amount of admixture(s), department mix design number, the material nomenclature, load size in cubic yards, arrival time, and the signature of the responsible IDOT designee receiving Ready Mix Concrete. One copy of the delivery slip shall be given to the IDOT designee; the other copy shall be attached to the invoice submitted for payment. Delivery slips shall show the contract price for each item delivered. Each person who is an employee of the awarded Vendor shall display his or her company ID badge at all times while on State premises.

1.6. SUBCONTRACTING

1.6.1. Subcontractors are not allowed.

1.6.2. Will subcontractors be utilized? ☐ Yes ☒ No

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

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

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

1.7. SUCCESSOR VENDOR

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

If yes is checked, then the Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

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

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Click here to enter text

  Value of services performed at this location: Click here to enter text

- Location where services will be performed: Click here to enter text

  Value of services performed at this location: Click here to enter text

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Contracts shall be awarded to all responsive and responsible bidders. Bidders may choose to offer prices for specific line items only; however, bidders must quote the mileage line item as a cost per mile unit price for the Ready Mix Concrete item offered. The State reserves the right not to award contracts to bidders whose prices are unacceptably high.

2.1.3 Contract vendors will be utilized based on:

- Low price per cubic yard, taking into account mileage cost and cost and availability of product within the requested time frame.
- The distance from the contract vendor's mixing plant to job site must be a reasonable distance to assure that product will be usable. The Department anticipates quotes provided as directed will make it possible to obtain material as needed from the most economical source in regard to job location.
- If no contract vendor's mixing site is within a reasonable distance to assure product is usable, the Department reserves the right to procure ready mix through an alternate procurement method.

2.1.4 The pricing shall be FOB destination, freight prepaid to delivery locations as specified.

2.1.5 Bidders much quote Line Item "Cost per mile from mixing plant to job site for the chosen mix" as a cost per mile unit price for the Ready Mix Concrete product offered.

2.1.6 Quantities are estimated and not guaranteed as it is to be used during the evaluation of the award.

2.1.7 Pricing shall be submitted in the following format:

District 1: McHenry, Lake, Kane, DuPage, Cook and Will Counties				
Description of Items To Be Priced	**Estimated Quantity**	**Unit of Measure**	**Per Unit Price**	**Extended Price**
Ready-Mix Concrete, Class PV, locations within IDOT District 1 Please list the city location(s) of the mixing plant(s) within the above-referenced, geographic area:	540	Cubic Yard		
Ready-Mix Concrete, Class SI, locations within IDOT District 1. Please list the city location(s) of the mixing plant(s) within the above-referenced, geographic area:	1,100	Cubic Yard		
Ready-Mix Concrete, Class BS, locations within IDOT District 1. Please list the city location(s) of the mixing plant(s) within the above-referenced, geographic area:	350	Cubic Yard		
Ready-Mix Concrete, Class PP-1, locations within IDOT District 1. Please list the city location(s) of the mixing plant(s) within the above-referenced, geographic area:	500	Cubic Yard		
Cost per mile from mixing plant to job site for the chosen mix, locations within District 1 counties. Maximum miles will not exceed 4,200.	1	Mile		

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

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a Click here to enter text % discount for payment within Click here to enter text days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1 Vendor's Price for the Initial Term: Click here to enter text

2.5.2 Renewal Compensation: If the contract is renewal, the price shall be at the same rate as 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: N/A
- Vendor's Price for Renewal(s): N/A

2.5.3 Contract Ready Mix Concrete prices shall be firm for the first (12) months of the contract and then may be adjusted once during the final (12) months of the contract per the economic adjustment clause. All other contract prices must remain firm for the entire term of the contract.

2.5.4 **Economic Adjustment Clause:** All price adjustment requests (increases or decreases) shall be made in writing and the vendor shall not be entitled to apply the price adjustment until such request is approved by IDOT. Price adjustments shall be determined by the percent change of index values shown in Table 9 of the United States Bureau of Labor Statistics Producer Price Indexes and Percent Changes for Commodity and Service Groupings and Individual Items., Not Seasonally Adjusted, for Midwest Region Ready Mix Concrete, Commodity Code 1333-0101B. The base index value will be determined by the month of the bid opening date. For example, if the bid opening date occurs in September 2020, then the base index value will be the September 2020 value shown in Table 9. The most recent published index value at the time of the requested adjustment shall be used in calculation of the percent change. The calculated percent change shall be applied to the contract Ready Mix Concrete prices and the new contract prices shall be determined accordingly. Price adjustment requests shall be submitted to the IDOT contact person shown within this document.

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

Ashley Murphy

Illinois Department of Transportation
2300 S. Dirksen Parkway, Room #302
Springfield, IL 62764
ashley.l.murphy@illinois.gov

If the vendor has unresolved complaints filed against them for non-delivery or poor quality, the price adjustment request may be denied until which time all past complaints are resolved.

2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed $ _____ without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of **UPON EXECUTION to 12/31/2027**. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

3.2 RENEWAL: N/A

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

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

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

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

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

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

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Vendor Assurance: The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The Vendor shall carry our applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy, as the Department deems appropriate, which may include, but not limited to:

4.1.3.1 Withholding payments;

4.1.3.2 Assessing Sanctions;

4.1.3.3 Liquidated Damages; and/or

4.1.3.4 Disqualifying the Vendor from future contracting as non-responsible.

4.1.4 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.5 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are

available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or Illinois Department of Labor to ensure understanding of prevailing wage requirements.

4.1.6 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.7 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

4.1.7.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

4.1.7.3 Send invoices to:

District 1: dot.d1.financialservice@illinois.gov

4.2 **ASSIGNMENT**: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certifications 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, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or

maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section

1(a),(b) of the Constitution of the State of Illinois , the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

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

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

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

4.16 APPLICABLE LAW:

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

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

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

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

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

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

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

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall

survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

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

4.25.3 Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any

individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

4.28 ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER: The Bidder further declares that he/she has carefully examined and acknowledges the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, as applicable.

5. STATE SUPPLEMENTAL PROVISIONS

☐ Department Definitions

Click here to enter text.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

☒ Department Specific Terms and Conditions

STATE OR FEDERAL AID SUPPLEMENTAL PROVISION

5.1.1 AGENTS AND EMPLOYEES**:**

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

5.1.2 PUBLICITY:

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

5.1.3 CONSULTATION:

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

5.1.4 ACCOUNTING:

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

5.1.5 THIRD PARTY BENEFICIARIES**:**

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

5.1.6 SUCCESSORS IN INTEREST**:**

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

5.1.7 VENDOR'S TERMINIATION DUTIES**:**

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

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

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

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

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

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

5.1.8 OVERTIME:

Any overtime costs shall be incurred by the vendor.

5.1.9 USE OF WORK PRODUCT**:**

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

5.1.9.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether

preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

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

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

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

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

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

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

5.1.10 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.

5.1.11 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.

5.1.12 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.

5.1.13 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.

5.1.14 USE OF THIRD PARTIES:

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

A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for review

and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

ATTACHMENTS

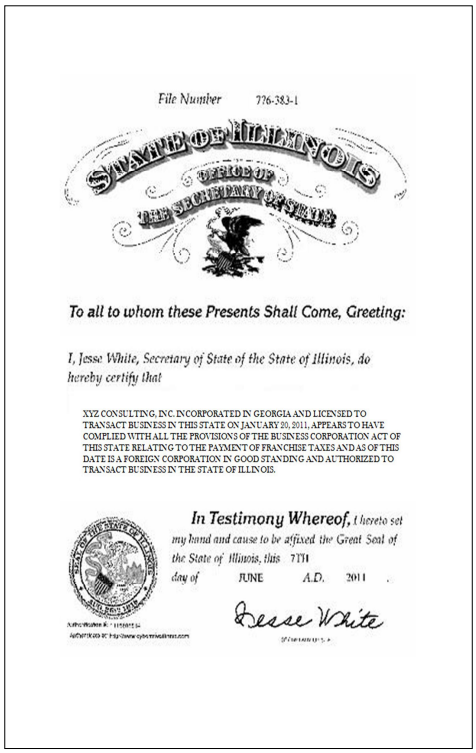
ATTACHMENT BB
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or response. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the Vendor non-responsive or not responsible. For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (*http://cyberdriveillinois.com/departments/business_services/home.html*) or your home county clerk.

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



File Number 776-383-1

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 30, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 7TH *day of* JUNE *A.D.* 2011

Jesse White

ATTACHMENT CC
STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS CONTRACT NUMBER

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 contract award or prior to bid opening for construction or construction-related services. 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..

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..

3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).

4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.

5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.

6. Offeror may obtain an application form by:

   6.1 Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

   6.2 Internet: You may download the form from the Department of Human Rights' website at Human Rights (illinois.gov).

   6.3 Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

ATTACHMENT DD
STANDARD ILLINOIS CERTIFICATIONS

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract.

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

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 Illinois Certification requirements, one or more of the following sanctions will apply:

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

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

2. Vendor, 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.

ATTACHMENT DD
STANDARD ILLINOIS CERTIFICATIONS

4. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

5. For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (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.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

10. Vendor certifies it is not barred from having a contract with the State based 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(b), 30 ILCS 500/50-10.5(e).

11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt or is actively disputing or seeking resolution), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

ATTACHMENT DD
STANDARD ILLINOIS CERTIFICATIONS

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.

18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.

20. Drug Free Workplace

    a. 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.

    b. If Vendor is an individual and this contract is worth more than $5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

ATTACHMENT DD
STANDARD ILLINOIS CERTIFICATIONS

24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

    or

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

31. 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 Illinois or the United States. 30 ILCS 517.

32. Vendor certifies 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 its successor system; or
    - will provide an online link to these employment vacancies so that this link is accessible through the https://illinoisjoblink.illinois.gov/ website its successor system; or

- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.

33. Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.

34. Procurement Code 30 ILCS 500/25-210 (new): Public Act 104-159 provides that each contractor for the procurement of apparel or laundering of apparel shall certify that no work was provided through the use of forced labor exploitation.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
ATTACHMENT EE

DISCLOSURES

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

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

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

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than $100,000 and all subcontracts with an annual value of more than $100,000 shall be accompanied by disclosure of the financial interests of the firm. This disclosed information for the successful firm will be maintained as public information, subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

   The financial interests to be disclosed shall include any ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the offering entity or its parent entity, whichever is less, unless the firm is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a firm is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report under 17 CFR 226.401 and list the names of any person or entity holding any ownership share that is in excess of 5% in place of the prescribed disclosure. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is $245,600.**

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
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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. A bid, offer, or response with an annual value of more than $100,000 that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid, offer, or response or awarding the contract. A vendor seeking or holding a contract with an annual value of more than $100,000 shall provide this form which will become a material part of 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 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $100,000 (annual value)

Project Name	REBID Concrete Ready Mix for District 1
Contract Number	2027-08
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.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
ATTACHMENT EE

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 that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($147,360) of the annual salary of the Governor.

OR

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

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($147,360) 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% ($147,360) 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% ($147,360) 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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
ATTACHMENT EE

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All entity types, except sole proprietorships 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 $147,360.

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

TABLE – X

Name	Address	Percentage of Ownership	$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $147,360.

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

TABLE – Y

Name	Address	% of Distributive Income	$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
ATTACHMENT EE

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 $147,360.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $147,360 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

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

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

TABLE – Z

Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

☐ 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.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
ATTACHMENT EE

STEP 4
PROHIBITED CONFLICTS OF INTEREST

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

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($147,360) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($245,600)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($475,800)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

Please provide the name of the person for which responses are provided: Click here to enter text.

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

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

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

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency and position title of each individual. Click here to enter text.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

☐ Yes ☐ No.

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
ATTACHMENT EE

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

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.

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS IN IRAN
ATTACHMENT FF

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will 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 or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

☐ There are no business operations that must be disclosed to comply with the above cited law.

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

Click here to enter text.

ATTACHMENT GG
STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

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

2. Business Headquarters (address, phone and fax)
Click here to enter text

Click here to enter text

Click here to enter text

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

Click here to enter text

4. Billing Address

Click here to enter text

Click here to enter text

5. Name of Chief Executive Officer

Click here to enter text

6. 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

7. Company Web Site Address

Click here to enter text

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

Click here to enter text

9. Length of time in business

Click here to enter text

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

Click here to enter text

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

Click here to enter text

12. 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:

12.1	Minority (30 ILCS 575/2(A)(1) & (3))	☐	Yes
12.2	Female (30 ILCS 575/2(A)(2) & (4))	☐	Yes
12.3	Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))	☐	Yes
12.4	Disadvantaged (49 CFR 26)	☐	Yes
12.5	Veteran (30 ILCS 500/45-57)	☐	Yes
12.6	Small Business (30 ILCS 500/45-45)	☐	Yes

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

EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

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

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

Click here to enter text hereby agrees to the exceptions provided by Click here to enter text and to the Additional Terms and Conditions provided by Click here to enter text.

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

ATTACHMENT II
STATE OF ILLINOIS
REFERENCES

REFERENCES

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

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

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

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

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

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

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

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

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

Vendor Name: Click here to enter text.

Return Mailing Address: Click here to enter text.

ATTACHMENT JJ
STATE OF ILLINOIS
TAXPAXER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: Click here to enter text.

Business Name: Click here to enter text.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: Click here to enter text.

Legal Status (check one):

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

Signature of Authorized Representative: _____

Date: