

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Department of Transportation

Strategic & Financial Planning Assistance for Public- Private Partnerships (P3) and Alternative Contracting Methods
23-OPP-01

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

Brief Description:

The Agency has an excellent record of providing a safe and cost-effective transportation system in Illinois. Improvements to this system have long been delivered by the traditional Design-Bid-Build method and this method of project delivery has served the state and the citizens of Illinois well. In 2011, the Agency was granted the authority to enter into **Public-Private Partnership (P3)** Agreements. Additionally in 2022, the Agency was granted the authority to utilize the alternative contracting methods of **Design Build (DB), Progressive Design Build (PDB) and Construction Manager/General Contractor (CMGC) delivery** methods. The Agency shall need to investigate the feasibility of transportation projects to be delivered as P3, DB, PDB or CMGC. and potentially develop projects and procure projects utilizing these delivery methods. In addition, the Agency is continuing efforts on bundling, and to improve and ensure transportation improvements are delivered in a safe, cost-effective and efficient manner. In order to do so, alternative contracting methods must be investigated and if proven cost-effective and beneficial to the public, then those alternate contracting methods should be developed and implemented, where practicable. Many state and local Departments of Transportation, as well as the federal government, have implemented or approved for use these various alternative contracting methods in addition to P3s. Methods most often used, and of interest to the Agency, are DB, CM/GC, and utilizing bundling.

Outside expertise and assistance is needed for the Agency to determine the financial, legislative, and engineering feasibility of implementing specific projects and to procure projects utilizing P3s and to develop, implement and procure projects through other alternative contracting methods. Therefore, the Agency is seeking proposals from qualified Vendors capable of providing, through their own resources, or through a subcontractor: **(1) financial modeling/analyses; (2) research and assistance in the development and review of legislation; (3) internal and external outreach and education; (4) the development and implementation of policies, procedures, specifications, and operating, manuals related to alternative contracting methods, and; (5) technical, financial and legal assistance with project development and procurement, with a focus on P3s, DB, PDB, CMGC, bundling or other cost-effective alternative contracting methods that may be identified.**

The selected Vendor shall provide support services to outreach programs to the various stakeholders associated with implementing new project delivery methods/process. The stakeholders may be internal or external to IDOT. State of the art presentation materials and communications tools shall be used to support development of the program.

The successful Vendor shall provide support and guidance for funding availability for the program during the planning phase of program/project development.

The successful Vendor shall provide support in developing terms and conditions for the various delivery types and work with IDOT’s Council to resolve administrative rules associated with the various delivery types.

The successful Vendor shall maintain progress schedules, progress meeting minutes, and iterative revisions of materials prepared during the work activities.

The Vendor shall implement and maintain a secure project portal to be used by team members internal and external to IDOT as a repository for the various materials produced in the course of work. IDOT will work with the Vendor to develop

a list of team members needing access to the portal.

The Vendor may be asked to attend various meetings with internal and external stakeholders and shall make the appropriate key personal available to attend.

NOTE: Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500/50-10.5) provides certain prohibitions against bidding on State contracts. In accordance with this provision, the successful bidder on this project and its subcontractors may be prohibited from bidding on contracts which are solicited or let as a result of or relative to this project.

It is also the goal of this procurement that the selected Vendor shall achieve a minimum percentage of the total contract of **15%** participation goal to include businesses that have been certified as Disadvantaged Business Enterprises (DBEs), owned and controlled by persons who are socially and economically disadvantaged. For more information on IDOT's DBE program, contact Office of Business & Workforce Diversity, Bureau of Small Business Enterprises at 217-782-5490.

The resulting contract with the awarded vendor shall have an initial term of **36 months**. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 10 years. Subject to the maximum total term limitation, Agency has the option to renew for the following terms: **One (1) – 36 months**.

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

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

Instructions for Submitting Offers..... A.

 How to Enter Information..... A.1.

 Published Procurement Information..... A.2.

 Solicitation Contact..... A.3.

 Offeror Questions and Agency Response..... A.4.

 Required Meetings..... A.5.

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

 Organization Required..... A.7.

 Submission of Offers..... A.8.

 Security..... A.9.

 Small Business Set Aside..... A.10.

 Minority Contractor Initiative..... A.11.

 Federal Funds..... A.12.

 Employment Tax Credit..... A.13.

 Governing Law and Forum..... A.14.

 Public Records and Requests for Confidential Treatment..... A.15.

 Reservations..... A.16.

 Award..... A.17.

 References..... A.18.

 Invoicing Address..... A.19.

 Protest Review Office..... A.20.

 Evaluation Process..... A.21.

 Disadvantaged Business Enterprises (DBE) Participation and Utilization Plan..... A.22.

 Veteran Small Business Participation and Utilization Plan..... A.23.

Selection of Vendor..... B.

Offer..... C.

Section 1 - Specifications/Qualifications/Statement of Work..... 1.

Section 2 - Pricing..... 2.

Attachments

 State Board of Elections Registration..... AA

 Authorized to Do Business in Illinois..... BB

 Illinois Department of Human Rights Public Contracts Number..... CC

Standard Terms and Conditions DD

Supplemental Provisions EE

Subcontractor Disclosure.....FF

Standard Certifications GG

Financial Disclosures and Conflicts of Interest HH

Disclosure of Business Operations in Iran II

Business and Directory InformationJJ

References KK

Solicitation Contract Terms and Conditions Exceptions..... LL

Taxpayer Identification Number MM

Disadvantaged Business Enterprises (DBE) Participation and Utilization Plan NN

A. INSTRUCTIONS FOR SUBMITTING OFFERS

- 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 Vendor’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. PUBLISHED PROCUREMENT INFORMATION:** The Department publishes procurement information, including updates on the Illinois Transportation Procurement Bulletin: [Letting and Bidding \(illinois.gov\)](http://Illinois.gov). Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The State will not be held responsible if Vendor fails to receive the optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Vendors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided to any other person.

Solicitation Contact: Omolara Erewele	Phone: (217) 782-5234
Agency: Illinois Department of Transportation	Fax: (217) 782-5634
Street Address: 2300 S. Dirksen Parkway	Email: Omolara.Erewele@illinois.gov
City, State Zip: Springfield, IL 62764	

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

- A.4. OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than those raised at any Vendor conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact at Omolara.Erewele@illinois.gov no later than **10 days prior to Bid Opening Date**. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Vendors are responsible for monitoring the Bulletin.

A.5. REQUIRED MEETINGS

Vendor Conference/Site Visit: Yes No

Mandatory Attendance: Yes No

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

Date: N/A

Time: N/A

Location: N/A

Oral Presentations: Yes No

Mandatory Attendance: Yes No

Mandatory oral presentation will be required for Vendors that submit responsive Proposals and meet the minimum **650 points**. The oral presentation will last no longer than **90 minutes**. Each Vendor will be allowed a **30-minute presentation** followed by a **30-minute Agency led exercise** and **30-minute question and answer session**. The Vendor’s presentation shall not be used to fill in missing or incomplete information in its proposal.

The Agency will notify qualifying Vendor’s in writing of the date/time/location of oral presentations.

Date: **To Be Determined**

Time: **To Be Determined**

Location: **To Be Determined**

A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date and Time specified below.

A.6.1. Offer Due Date & Time

Date: **Monday, May 22, 2023**

Time: **1:30 PM**

A.6.2. Offer Firm Time: The Offer must remain firm for **180** days from opening.

A.6.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency: Illinois Department of Transportation	“Sealed Bid – Do Not Open”
Attn: Omolara Erewele	Project Title: Strategic & Financial Planning Assistance for Public- Private Partnerships (P3) and Alternative Contracting Methods Reference #: <u>23-OPP-01</u>
Address: 2300 South Dirksen Parkway, Room 302	Due Date: Monday, May 22, 2023 Time: 1:30 PM
City, State Zip: Springfield IL 62764	<i>Vendor Name</i>
Email: Omolara.Erewele@illinois.gov	<i>Vendor City, State Zip</i>

Please note: If you are enclosing your packets in one carrier container, type “**Strategic & Financial Planning Assistance for Public Private Partnerships (P3) and Alternative Contracting Methods, Reference Number: 23-OPP-01**” on the outside mailing label of the container so we can process your package accordingly and without delay.

- A.7. ORGANIZATION REQUIRED:** Offers must be submitted in five packets. Packet 1 shall contain the Vendor’s response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Vendor’s Pricing Offer provided in Section 2. Packet 3 shall include all other information requested, including but not limited to the Offer and applicable attachments. Packet 4 shall contain a redacted copy of the offer. Packet 5 shall contain a response to the Disadvantaged Business Enterprises (DBE) Participation and Utilization Plan or the Veteran Small Business Enterprises (VPB) Participation Plan requirements if applicable.

Separately seal each packet.

A.7.1. **VENDOR’S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK** – Packet 1

A.7.2. **VENDOR PRICING OFFER** – Packet 2

A.7.3. **ATTACHMENTS AA through CC, FF through KK, and MM** – Packet 3, Tab 1

A.7.4. **ATTACHMENT EE - SUPPLEMENTAL PROVISIONS** – Packet 3, Tab 2

Vendor Supplemental Provisions - This does not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a vendor’s position or, for example, a vendor’s licensing agreement.

A.7.5. **ATTACHMENT LL - EXCEPTIONS** - Packet 3 Tab 3

A.7.5.1. Exceptions must be provided on Agency’s Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.

A.7.5.2. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor’s offer.

A.7.6. **VENDOR PROVIDED CONFIDENTIAL DOCUMENTS – TRADE SECRETS OR OTHER COMPETITIVELY SENSITIVE, CONFIDENTIAL, OR PROPRIETARY INFORMATION (if applicable)** - Packet 4

A.7.6.1. Vendor should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See #9 in Attachment DD - Standard Terms and Conditions.

A.7.7. **ATTACHMENT NN - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN or VETERAN SMALL BUSINESS ENTERPRISES (VBP) PARTICIPATION PLAN (if applicable)** – Packet 5.

- A.8. SUBMISSION OF OFFERS:** Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Vendor’s name and the wording: “**Sealed Offer – Do Not Open.**” The separately sealed packets may be submitted together in

one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single USB flash drive. Pricing must be on a separate USB unless otherwise instructed.

Subject Matter	# Of Originals	# Of Hard Copies	# Of USBs
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	1	1
PRICING – PACKET 2	1	1	1
OTHER FORMS – PACKET 3	1	1	1
REDACTED OFFER – PACKET 4	1	1	1
DBE AND/OR VBP UTILIZATION PLAN – PACKET 5	1	1	1

- A.9. SECURITY:** Performance Bond: \$N/A If a performance bond is required, Vendor must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- A.10. SMALL BUSINESS SET-ASIDE:** Yes No. If “Yes” is marked, Vendor must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Vendor’s business in the Small Business Set-Aside Program, visit http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx.
- A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.12. FEDERAL FUNDS:** The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.
- A.13. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14. GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “IL

- A.15.** CS". Vendor may view the full text at (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADMIN. CODE PART 6) are applicable to this solicitation.
- A.16. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Vendor requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Vendors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Vendor's name, the substance of the Offer, and the price. If Vendor requests confidential treatment, Vendor must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. In a separate attachment, Vendor shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the State for all costs or damages associated with the State defending Vendor's request for confidential treatment. Vendor agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.
- A.17. RESERVATIONS:** Vendor must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Vendor provide additional information and otherwise cooperate with the State. If a Vendor does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Vendor to an award or a contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Vendor (s) shall not commence and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- 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 Vendor and most Responsible Vendor whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Vendor.
- A.19. REFERENCES:** Yes No. If "Yes" is marked, Vendor must provide references from established private firms or government agencies other than the procuring agency, who can attest to Vendor's experience and ability to perform the contract subject of this solicitation. Vendor must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of References:

Government Agency

Number of Each Reference Type:

Four (4)

- A.20. INVOICING ADDRESS:** 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:

Agency: Illinois Department of Transportation
Office: Planning & Programming
Attn: **Mike Stirk**
Address: 69 W. Washington Street, Suite 2100
City, State Zip: Chicago IL 60602
Address: 2300 South Dirksen Parkway, Room 339
City, State Zip: Springfield IL 62764
Email: Michael.Stirk@illinois.gov

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

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

- A.22. EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

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

- A.21.1. RESPONSIVENESS:** A responsive vendor is one who submits an offer that conforms in all material respects to the Request for Proposal and includes **all required** forms. Required forms may include and may not be limited to:

- State Board of Elections Registration: Vendor may be prohibited from making political contributions and be required to register with the State Board of Elections. See Attachment AA - State Board of Elections Registration for more detail.
- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois

prior to submitting an Offer. Vendor shall complete certification #31 in Attachment GG - Standard Certifications and provide any required documentation.

- Illinois Department of Human Rights Public Contracts Number: Vendor shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Subcontractor Disclosure: If Vendor's Offer includes any subcontractors, Vendor shall complete Attachment FF - Subcontractor Disclosure.
- Standard Certifications: Vendor shall complete Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Vendor shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
- Disclosure of Business Operations: Vendor shall complete Attachment II - Disclosure of Business Operations with Iran.
- Business and Directory Information: Vendor shall complete and return Attachment JJ - Business and Directory Information.
- References: If references are required, Vendor shall complete Attachment KK - References.
- Taxpayer Identification Number: Vendor shall complete Attachment MM - Taxpayer Identification Number.

A.21.1.1. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no vendor meets a particular requirement, the State may waive that requirement.

A.21.1.2. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.3. The State will determine whether vendor's offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a vendor correct deficiency as a condition of further evaluation.

A.21.2. **RESPONSIBILITY:** A responsible vendor 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 vendor is a "Responsible" vendor; a vendor with whom the State can or should do business. For example, the State may consider the following:

A.21.2.1. 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 of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nor is it intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder's probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.2.3. Awarded Vendors 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. The State may require that a Vendor correct any deficiencies as a condition of further evaluation.

A.21.2.4. The State may require that a Vendor correct any deficiencies as a condition of further evaluation.

A.21.3. **PRICE:** The State identifies the lowest priced Offer that meets, Responsibility and Responsiveness requirements.

A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities or DBEs in the State's procurement and contracting processes. Failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency DBE Liaison prior to submission of proposals.

Does this solicitation contain a DBE goal? Yes No

If yes, the DBE goal is: **15%**

DBE Liaison: **Statewide Contract Compliance Section Manager**

Phone Number: (217) 782-6286

Email Address: Brian.Hendricks@illinois.gov

A.23. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Department Veteran Small Business Liaison prior to submission of proposals.

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

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

Veteran Small Business Liaison: N/A

Phone Number: N/A

Email Address: N/A

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

-END OF INSTRUCTIONS-

B. SELECTION OF VENDOR

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

B.4.1. The total maximum number of points for Responsiveness is **850**.

B.4.2. Vendors must score a **minimum of 650 out of 850 points** for the responsiveness elements to be considered for the mandatory oral presentation (Oral Presentation = **50 points**). If more than 3 vendors meet the minimum point threshold for oral presentation, the Agency, at its sole discretion, **may shortlist the three (3) highest scoring Vendors** to participate in oral presentations.

B.4.3. Vendor must receive a **minimum of 700 out of 900 points** to be considered for price evaluation and award.

The State will determine Price Points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Vendor's Price}) = \text{Total Price Points}$$

B.4.4. RESPONSIVENESS ELEMENTS

RESPONSIVENESS ELEMENTS			
Vendors who do not meet mandatory requirements for this RFP, as indicated in the table below, will be determined to be non-responsive and subsequently disqualified.	RFP SECTIONS LOCATION	MAXIMUM POINTS	PROPOSAL SECTION & PAGE NUMBER
Capability and Experience of VENDOR (Mandatories & 250 Points)			
<p>Mandatory Requirement: Project Manager must have at least 8 years' experience in the development of transportation improvements with an emphasis on P3s, DB, and CMGC in providing assistance and guidance to public sector transportation agencies in financial modeling, legislative reviews, procurement, contract policy, project delivery, policy, procedures and regulation matter as they relate to P3s, DB, PDB and CMGC.</p> <p>Provide a minimum of 2 examples of completed projects, examples must be submitted in Packet 1.</p>	1.5.1.1	Yes	

<p><u>Mandatory Requirement: Financial Advisor</u> - The Vendor must have at least 5 years Financial experience in the development and delivery of alternative and innovative finance for P3, DB, and CMGC transportation projects in providing financial research, analysis, risk allocation, cost analysis, evaluation and recommendations to public sector transportation agencies, consistent with federal and state initiatives for P3s, DB, PDB, CMGC and other alternatives contracting techniques, such as bundling.</p> <p>Provide a minimum of 2 examples of Financial projects, examples must be submitted in Packet 1.</p>	<p>1.5.1.2</p>	<p>Yes</p>	
<p><u>Mandatory Requirement: Technical and Contractual Representative</u> - The Vendor must have at 5 years of Technical and Contractual experience in the development and delivery of P3, DB, and CMGC transportation projects.</p> <p>Provide a minimum of 2 examples of Technical and Contractual Projects, examples must be submitted in Packet 1</p>	<p>1.5.1.3</p>	<p>Yes</p>	
<p><u>Mandatory Requirement: Legal Advisor</u> - The Vendor must have at least 5 years’ experience in providing assistance and guidance to public sector transportation agencies in the areas of legislation, project development, project delivery and federal and states requirements for P3, DB, PDB, CMGC and other alternative contracting techniques for delivering transportation projects, such as bundling.</p> <p>Vendor must be Licensed to practice law in Illinois or have at least one team member who is so licensed (submit proof of License in Packet 1).</p>	<p>1.5.1.4</p>	<p>Yes</p>	
<p>The Vendor shall further provide a general description of the capabilities of the team, and a description of their ability to meet the requirements of the RFP. The Vendor must identify its availability to conduct these services in a timely manner.</p>	<p>1.5.1.5</p>	<p>50</p>	
<p>Knowledge and experience of the vendor and vendor’s staff and/or subcontractors with alternative contracting methods and the delivery of alternative contracting projects as stated in Section 1.2. Describe in your proposal this experience, including number of years of experience with alternative contracting methods and projects, and work experience related to: P3s, Design-Build, Progressive Design Build, CMGC, and bundling. List number of years and involvement in Illinois’ transportation-related (highways, airport, railroads) industry.</p>	<p>1.2.3</p>	<p>100</p>	

Provide Vendor's qualifications to perform the work of this contract, including a project manager, expert financial consultant, expert technical and contractual consultant, and expert legal consultant; resumes of Vendor's personnel. Resumes must be up-to-date and include the full name, educational background, years of experience and employment history (most recent first in chronological order), including a general description of team capabilities. Vendor's certifications and professional licenses. A copy of each certification or license for project staff must be submitted with the RFP response.	1.5.1.6	100	
<u>SUBTOTAL - Capability and Experience of Vendor</u>		<u>250</u>	
<u>Technical Ability and Methodology (500 points)</u>			
The Vendor's proposal shall demonstrate an understanding of each of the requirements detailed herein and describe the methodology proposed to fulfill those requirements.	1.2.2	125	
Describe in your proposal the Vendor's level of understanding and proposed methodology for satisfying the requirements of the RFP. Vendor's technical, financial and legal capabilities (e.g., reporting, use of appropriate technology/software for financial modeling, etc.). Please include staff assignments for each service.	1.4.2	125	
Describe in your proposal the Vendor knowledge, experience, and ability of the Vendor in training and outreach related to P3s and alternative contracting methods.	1.4.3	125	
Describe in your proposal the knowledge, experience, and ability of the Vendor and Vendor's staff and/or subcontractors in financial modeling and forecasting.	1.4.4	125	
<u>SUBTOTAL - Technical Ability and Methodology:</u>		<u>500</u>	
<u>RESOURCES (50 Points)</u>			
The Vendor shall provide an organizational chart showing all professional and support staff to be used on a contract awarded from this RFP. Submit a staffing plan, which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract.	1.5.1.7	30	
Provide names of subcontractor(s) to be utilized for this project.	Attachment FF	20	
<u>SUBTOTAL - Resources:</u>		<u>50</u>	
<u>REFERENCES (50 Points)</u>			

<p>Please provide references from four (4) government agencies, other than the procuring Agency, that can attest to your experience and ability to perform the contract subject of this solicitation. <u>Letters of support are not considered to be references.</u></p> <p>Please complete the References form (Attachment KK) and include in Packet 3. The Agency will contact the four references provided. For those references who do not provide a response, the Agency will assign zero (0) point for that reference(s). References submitted should be for similar work to the scope of services of this solicitation.</p>	1.8.4	50	
<u>SUBTOTAL - References:</u>		<u>50</u>	
<u>RESPONSIVENESS GRAND TOTAL:</u>		850	
<p>*** VENDORS MUST SCORE A MINIMUM OF 650 OUT OF THE 850 POINTS FOR THE RESPONSIVENESS ELEMENTS TO BE CONSIDERED FOR ORAL PRESENTATIONS.</p>			
<p>MANDATORY REQUIREMENT ORAL PRESENTATION (TOTAL POINTS 50) Qualified Vendor who do not present shall be deemed non-responsive</p>			
<p><u>PRESENTATION:</u> The presentation should provide a concise summary of the Vendor’s proposal including technical understanding of the work, understanding of contract requirements, experience and performance, work approach, staffing, and organization structure. Vendor must have one representative from each Mandatory position (Project Manager, Financial Advisor, Technical and Contractual Representative and Legal Advisor – as defined in Sections 1.5.1.1 – 1.5.1.4.) present for oral presentations. The mandatory position representatives and must have a substantial role in the delivery of the presentation. Points will be awarded based on the Vendor's presentation and subsequent question and answer session. The locations of the presentations will be determined later.</p>	1.6.2	25	
<p><u>EXERCISE:</u> As part of the Exercise portion of the presentation, the Agency will give the Vendor an exercise relevant to the RFP subject matter that will require the Vendor to demonstrate their approach to problem resolution, working as a team, and development of plans and recommendations. Points will be awarded based on the Vendor’s exercise.</p>	1.6.3.2	25	
<u>SUBTOTAL - Oral Presentation:</u>		<u>50</u>	
<u>GRAND TOTAL:</u>		900	
<p>*** VENDORS MUST SCORE AT LEAST 700 OUT OF THE 900 POINTS FOR THE RESPONSIVENESS ELEMENTS TO BE CONSIDERED FOR ANY PRICE OPENING OR AWARD.</p>			

B.5. The total number of points for Price is 100. The State will determine Price points using the following formula:

$$\text{Maximum Price Points X (Lowest Price/Vendor's Price) = Total Price Points}$$

B.6. The maximum number of points is 1,000 (Responsiveness 850 + Oral Presentation 50 + Price 100).

B.7. Agency reserves the right to modify the scores of a Vendor's responsiveness technical score.

**STATE OF ILLINOIS
OFFER**

C. Project Title / Reference # Strategic & Financial Planning Assistance for Public-Private Partnerships (P3) and Alternative Contracting Methods / 23-OPP-01

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

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

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

Yes No

C.2. ADDENDA: Vendor acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

Yes No N/A

C.3. OFFEROR CONFERENCE: If attendance was mandatory, Vendor attended the Offeror Conference.

Yes No N/A

C.4. OFFER SUBMISSION: Vendor is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

C.5. BOND: If applicable, Vendor is submitting its Bid Bond or Performance Bond.

Yes No N/A

C.6. SMALL BUSINESS SET-ASIDE: Vendor is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes No N/A

C.7. PACKET 1: Yes No

- 7.1. Vendor's Proposed Solution to Meet the State's Requirements Yes No
- 7.2. Milestones and Deliverables Yes No
- 7.3. Vendor/Staff Specifications Yes No
- 7.4. Transportation and Delivery Terms Yes No N/A
- 7.5. Subcontracting Disclosed Yes No N/A
- 7.6. Where Services Are to Be Performed Yes No N/A

C.8. PACKET 2 – PRICING:

Yes No

C.9. PACKET 3: Yes No

- 9.1. Offer Yes No
- 9.2. Authorized to Do Business in Illinois Documentation, if checking option C or D in certification #31 in Standard Certifications – Attachment GG Yes No N/A
- 9.3. Illinois Department of Human Rights Public Contracts Number Yes No
- 9.4. Supplemental Terms and Conditions Yes No
- 9.5. Subcontractor Disclosure Yes No
- 9.6. Standard Certifications Yes No
- 9.7. Financial Disclosures and Conflicts of Interest Yes No
- 9.8. Disclosure of Business Operations in Iran Yes No
- 9.9. Business Directory Information Yes No
- 9.10. References Yes No N/A
- 9.11. Vendor Provided Additional Material, Confidential Documents and Exceptions Yes No
- 9.12. Taxpayer Identification Number Yes No
- 9.13. 3 Years Financial Data Yes No N/A
- 9.14. State Board of Elections Certification and Certificate Yes No N/A

C.10. PACKET 4 – REDACTED COPY OF OFFER WITH CONFIDENTIAL INFORMATION DELETED:

Yes No

C.11. PACKET 5 – DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION AND UTILIZATION PLAN

Yes No

C.12. PREFERENCES

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

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

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other State (30 ILCS 520).
- Illinois Mined Coal Act (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- Veteran’s Preference (330 ILCS 55).

Items that Qualify and Explanation: [Click here to enter text.](#)

Signature of Authorized Representative: _____

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

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

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

1. SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

1.1. GOAL:

The Agency has an excellent record of providing a safe and cost-effective transportation system in Illinois. Improvements to this system have long been delivered by the traditional Design-Bid-Build method and this method of project delivery has served the state and the citizens of Illinois well. In 2011, the Agency was granted the authority to enter into **Public-Private Partnership (P3)** Agreements. Additionally in 2022, the Agency was granted the authority to utilize the alternative contracting methods of **Design Build (DB), Progressive Design Build (PDB) and Construction Manager/General Contractor (CMGC) delivery** methods. The Agency shall need to investigate the feasibility of transportation projects to be delivered as P3, DB, PDB or CMGC, and potentially develop projects and procure projects utilizing these delivery methods. In addition, the Agency is continuing efforts on bundling, and to improve and ensure transportation improvements are delivered in a safe, cost-effective and efficient manner. In order to do so, alternative contracting methods must be investigated and if proven cost-effective and beneficial to the public, then those alternate contracting methods should be developed and implemented, where practicable. Many state and local Departments of Transportation, as well as the federal government, have implemented or approved for use these various alternative contracting methods in addition to P3s. Methods most often used, and of interest to the Agency, are Design-Build, Construction Manager/General Contractor and utilizing bundling.

Outside expertise and assistance is needed for the Agency to determine the financial, legislative, and engineering feasibility of implementing specific projects and to procure projects utilizing P3s and to develop, implement and procure projects through other alternative contracting methods. Therefore, the Agency is seeking proposals from qualified Vendors capable of providing, through their own resources, or through a subcontractor: **(1) financial modeling/analyses; (2) research and assistance in the development and review of legislation; (3) internal and external outreach and education; (4) the development and implementation of policies, procedures, specifications, and operating, manuals related to alternative contracting methods, and; (5) technical, financial and legal assistance with project development and procurement**, with a focus on P3s, DB, PDB, CMGC, bundling or other cost-effective alternative contracting methods that may be identified.

The selected Vendor shall provide support services to outreach programs to the various stakeholders associated with implementing new project delivery methods/process. The stakeholders may be internal or external to IDOT. State of the art presentation materials and communications tools shall be used to support development of the program.

The successful Vendor shall provide support and guidance for funding availability for the program during the planning phase of program/project development.

The successful Vendor shall provide support in developing terms and conditions for the various delivery types and work with IDOT's Council to resolve administrative rules associated with the various delivery types.

The successful Vendor shall maintain progress schedules, progress meeting minutes, and iterative revisions of materials prepared during the work activities.

The Vendor shall implement and maintain a secure project portal to be used by team members internal and external to IDOT as a repository for the various materials produced in the course of work. IDOT will work with the Vendor to develop a list of team members needing access to the portal.

The Vendor may be asked to attend various meetings with internal and external stakeholders and shall make the appropriate key personnel available to attend.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The Vendor must be capable of providing the necessary resources, including subcontractors, to accomplish the following tasks:

1.2.1.1. Financial Modeling/Forecasting/Planning:

- a. Cost-effectiveness models showing the potential benefits of alternative project delivery methods,
- b. Alternative financing methods to incorporate private funding in public construction projects,
- c. Strategies for attracting private investments in public construction projects,
- d. Viability of projects for public-private partnerships,
- e. Expertise and assistance in evaluation of alternatives and proposals for alternative contracting procurements,
- f. Expertise and assistance in incorporating alternative funding and financing methods with traditional financial models.

1.2.1.2. Legislative Assistance:

- a. Research on existing legislation in Illinois and other states, as well as current status of alternative contracting methods in other states, transportation entities, and the federal government,
- b. Research existing federal legislation, policies and guidance,
- c. Assist in the review and possible development of legislation in Illinois,
- d. Testimony before legislative committees,
- e. Coordination and outreach for potential legislation with industry and other concerned parties,
- f. Assistance in interpretation/suggestion of legislation for action (rulemaking).

1.2.1.3. Outreach and Education

- a. Develop and conduct educational outreach and training designed for the Agency and outside entities,
- b. Coordinate and manage public events/forums to inform stakeholders.

1.2.1.4. Policy Reviews/Development for Engineering, Planning, and Finance

- a. Research existing policies and procedures in other states and the FHWA involving Innovative Program Delivery, Innovative Financing and Alternative Contracting,
- b. Planning for implementation and incorporation of alternative contracting methods into the Agency's processes,
- c. Develop, or assist in the development of Agency policy and procedure manuals regarding implementation of alternative contracting methods,
- d. Viability of specific projects for various alternative contracting methods.

1.2.1.5. Technical and Contractual

- a. Development of Traffic and Revenue Studies,
- b. Development of Tolling studies,
- c. Development of RFIs, RFQs, and RFPs,
- d. Development of technical performance specifications,
- e. Assistance and expertise in developing contract documents,
- f. Assistance in procurement and delivery of projects delivered by these alternative contracting methods,
- g. Development of contracts and agreements,
- h. Assistance in the procurement of alternative contracting projects.

1.2.2. The Vendor’s proposal shall demonstrate an understanding of each of the requirements detailed herein and describe the methodology proposed to fulfill those requirements.

1.2.3. Knowledge and experience of the Vendor and Vendor’s staff and/or subcontractors with alternative contracting methods and the delivery of alternative contracting projects as stated in Section 1.2. Describe in your proposal this experience, including number of years of experience with alternative contracting methods and projects, and work experience related to: P3s, Design-Build, Progressive Design Build, CMGC, and bundling. List number of years and involvement in Illinois’ transportation-related (highways, airport, railroads) industry.

1.3. VENDOR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: **MS Word or Adobe PDF.**

[Click here to enter text.](#)

1.4. MILESTONES AND DELIVERABLES: Section 1.2.

1.4.1. Upon execution of a contract, the Vendor shall be required to develop a work plan, in conjunction with the Agency. The work plan shall detail a “work order” process that shall be used by the Agency to request services to be performed by the Vendor. This shall be a service on-demand contract and the Vendor shall not perform any services without an Agency approved work order. The format of the work order shall be agreed upon by the Agency and the Vendor prior to the start of contract work. The Vendor shall be expected to complete the scope of work described in each work order, within the budget and timeframe specified on the work order. The Vendor shall not be compensated for unauthorized services or unauthorized costs.

1.4.2. Describe in your proposal the Vendor’s level of understanding and proposed methodology for satisfying the requirements of the RFP. Vendor’s technical, financial and legal capabilities (e.g., reporting, use of appropriate technology/software for financial modeling, etc.). Please include staff assignments for each service.

1.4.3. Describe in your proposal the Vendor knowledge, experience, and ability of the Vendor in training and outreach related to P3s and alternative contracting methods.

1.4.4. Describe in your proposal the knowledge, experience, and ability of the Vendor and Vendor’s staff and/or subcontractors in financial modeling and forecasting.

Vendors will be expected to submit a Work Order approval form for each. **(Attachment OO)**

1.5. VENDOR / STAFF SPECIFICATIONS:

- 1.5.1. The Vendor shall indicate all key personnel they intend to use as part of the project team, including subcontractors. Each team member shall be identified by name, title, and location, as well as company affiliation. Current resumes for key personnel shall be included, detailing education and work experience. The Vendor shall detail the role of each team member in performing the services required by this project. The Vendor shall also provide examples of each team member's experience in providing similar services to other public and private organizations or entities.

The Vendor shall identify the following personnel:

- 1.5.1.1. **Mandatory Requirement: Project Manager** to serve as the central point of contact for all contractual activities, who meets the following requirements:

- ✓ A minimum of 8 years' experience in the development of transportation improvements with an emphasis on P3s, DB, and CMGC.
- ✓ A proven record of providing assistance and guidance to public sector transportation agencies in financial modeling, legislative reviews, procurement, contract policy, project delivery, policy, procedures and regulation matters as they relate to P3s, DB, PDB and CMGC.

Provide a minimum of 3 examples of completed projects, examples must be submitted in Packet 1.

- 1.5.1.2. **Mandatory Requirement: Financial Advisor**, who meets the following requirements:

- ✓ A minimum 5 years' experience in the development and delivery of alternative and innovative finance for P3, DB, and CMGC transportation projects.
- ✓ A proven record of providing financial research, analysis, risk allocation, cost analysis, evaluation and recommendations to public sector transportation agencies, consistent with federal and state initiatives for P3s, DB, PDB, CMGC and other alternatives contracting techniques, such as bundling

Provide a minimum of 3 examples of Financial projects, examples must be submitted in Packet 1.

- 1.5.1.3. **Mandatory Requirement: Technical and Contractual Representative**, who meets the following requirements:

- ✓ A minimum 5 years' experience in the development and delivery of P3, DB, and CMGC transportation projects
- ✓ A proven record of providing assistance and guidance to public sector transportation agencies for the development and delivery of transportation projects and policies and procedures for P3, DB, PDB and CMGC and other alternative contracting techniques, such as bundling.

Provide a minimum of 3 examples of Technical and Contractual Projects, examples must be submitted in Packet 1

- 1.5.1.4. **Mandatory Requirement: Legal Advisor**, who meets the following requirements:

- ✓ A minimum 5 years' experience in P3, DB, and CMGC project development and delivery.
- ✓ A proven record of providing assistance and guidance to public sector transportation agencies in the areas of legislation, project development, project delivery and federal

and state requirements for P3, DB, PDB, CMGC, and other alternative contracting techniques for delivering transportation projects, such as bundling.

Vendor must be Licensed to practice law in Illinois or have at least one team member who is so licensed (submit proof of License in Packet 1).

1.5.1.5. The Vendor shall further provide a general description of the capabilities of the team, and a description of their ability to meet the requirements of the RFP. The Vendor must identify its availability to conduct these services in a timely manner.

1.5.1.6. Provide Vendor's qualifications to perform the work of this contract, including a project manager, expert financial consultant, expert technical and contractual consultant, and expert legal consultant; resumes of Vendor's personnel.

Resumes must be up-to-date and include the full name, educational background, years of experience and employment history (most recent first in chronological order), including a general description of team capabilities.

Vendor's certifications and professional licenses. A copy of each certification or license for project staff must be submitted with the RFP response.

1.5.1.7. Provide an organizational chart showing all professional and support staff to be used on a contract awarded from this RFP. Submit a staffing plan, which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract.

1.6. MANDATORY REQUIREMENT: ORAL PRESENTATIONS:

1.6.1. Oral Presentations will be conducted for entities that submit responsive Proposals and meet the requirements listed in Section B of the solicitation including the **650** minimum point requirement in Section B.4.2. Vendor's who do not meet the minimum points of 650, will not qualify for the oral presentation. **The Oral Presentation location, date and time are to be determined and qualifying Vendor's will be notified in writing.** Vendor's who fail to appear or miss their designated presentation date and time shall be considered **non-responsive**.

1.6.2. The Vendor must have one representative from each Mandatory position (**Project Manager, Financial Advisor, Technical and Contractual Representative and Legal Advisor – as defined in Sections 1.5.1.1 – 1.5.1.4.**) present for oral presentations. The mandatory position representatives must have a substantial role in the delivery of the presentation. Points will be awarded based on the Vendor's presentation and subsequent question and answer session.

1.6.3. The oral presentation shall last no longer than **90 minutes** and will be broken down in the following manner:

1.6.3.1. **30-minute Presentation of Vendor's Proposal** - During this portion the Vendor will present a summary of the submitted proposal. This should demonstrate the Vendor's technical understanding of the work, understanding of contract requirements, experience and performance, work approach, staffing, and organization structure. This portion of the presentation is used solely for IDOT to seek clarification of the Vendor's proposal and not introduce new information not included in the submitted written proposal.

- 1.6.3.2. **30-minute Vendor Exercise** - During this portion of the presentation, the Agency will give the Vendor an exercise relevant to the RFP subject matter that will require the Vendor to demonstrate their approach to problem resolution, working as a team, and development of plans and recommendations. Points will be awarded based on the Vendor's exercise.
- 1.6.3.3. **30-minute Agency Question and Answer Session** – During this portion of the presentation, the Agency will have the opportunity to ask the Vendor any questions they may have about their proposal or presentation. This session is not for the Vendor to ask the Agency questions, any Vendor questions for the Agency shall be submitted in writing pursuant to Section A.4.
- 1.6.4. The Vendor's oral presentation shall not be used to fill in missing or incomplete information in the RFP.

1.7. TRANSPORTATION AND DELIVERY TERMS: N/A

1.8. SUBCONTRACTING

- 1.8.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Vendor must identify subcontractors with an annual value of more than \$100,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.
- 1.8.2. The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.
- 1.8.3. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.
- 1.8.4. **References:** Please provide references from **four (4)** government agencies, other than the procuring Agency, that can attest to your experience and ability to perform the contract subject of this solicitation. **Letters of support are not considered to be references.**

Please complete the References form (Attachment KK) and include in **Packet 3**. The Agency will contact the four references provided. For those references who do not provide a response, the Agency will assign **zero** points for that reference(s). References submitted should be for similar work to the scope of services of this solicitation.

1.9. WHERE SERVICES ARE TO BE PERFORMED

- 1.9.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the 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.
- 1.9.2. 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.

1.9.3. Location where services will be performed: [Click here to enter text.](#)

1.9.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

Include Section 1 and any attachments in Packet 1

2. SECTION 2 - PRICING

2.1. FORMAT OF PRICING:

- 2.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror’s price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror’s entire offer non-responsive and ineligible for award.
- 2.1.2. Method and Rate of Compensation: Offeror must complete the following, estimated hours and fully-loaded hourly rates to be worked by staff stated below.
- 2.1.3. The total cost per hour stated for each individual shall be a fully-loaded hourly rate **inclusive** of salary, benefits, insurance, overhead, travel expenses, equipment expense, and other associated expenses.
- 2.1.4. The estimated annual hours listed below are for evaluation purposes only and not a guarantee or requirement of hours for any particular labor category.
- 2.1.5. Assigned staff for each project and their background will be supplied to and are subject to approval by the Agency. No substitutions shall be made without written approval from the Agency for team members that are considered mandatory requirements as defined in Section 1.5.1.
- 2.1.6. All labor for this contract will be billed on a Work Order basis using Offeror’s provided fully-loaded hourly rates. The fully-loaded hourly rate for each labor category will be applicable for the duration of the contract.
- 2.1.7. Vendors may propose additional position/title categories deemed necessary for these services; however, the **ANNUAL TOTAL HOURS MUST EQUAL 6,900**. Please submit any additional position categories using the same format below.
- 2.1.8. Pricing shall be submitted in the following format below:

**INITIAL TERM OF THREE (3) YEARS:
YEAR ONE (1)**

POSITION/TITLE	ESTIMATED ANNUAL HOURS	FULLY - LOADED HOURLY RATES	TOTAL PRICE
Project Manager		\$	\$
Financial Advisor		\$	\$
Technical & Contractual Rep.		\$	\$
Legal Advisor		\$	\$
ESTIMATED YEAR 1 TOTAL	6,900 *		
SUB-TOTAL PRICE (for Year 1):			\$

YEAR TWO (2)

POSITION/TITLE	ESTIMATED ANNUAL HOURS	FULLY - LOADED HOURLY RATES	TOTAL PRICE
Project Manager		\$	\$
Financial Advisor		\$	\$
Technical & Contractual Rep.		\$	\$
Legal Advisor		\$	\$
ESTIMATED YEAR 2 TOTAL	6,900 *		
SUB-TOTAL PRICE (for Year2):			\$

YEAR THREE (3)

POSITION/TITLE	ESTIMATED ANNUAL HOURS	FULLY - LOADED HOURLY RATES	TOTAL PRICE
Project Manager		\$	\$
Financial Advisor		\$	\$
Technical & Contractual Rep.		\$	\$
Legal Advisor		\$	\$
ESTIMATED YEAR 3 TOTAL	6,900 *		
SUB-TOTAL PRICE (for Year 3):			\$
ESTIMATED TOTAL FOR 3 YEAR INITIAL TERM (Year 1 + Year 2 + Year 3)			\$

Please note: Offerors must enter their proposed annual estimated hours for each Position/Title **MUST EQUAL 6,900 Hours.**

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

2.3. EXPENSES ALLOWED: Expenses are not allowed.

2.4. DISCOUNT: N/A.

2.5. TAXES: Pricing shall not include 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.

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

2.6.1. Vendor’s Price for the Initial Term: [Click here to enter text.](#)

2.6.2. Renewal Compensation: If the contract is renewed, the compensation will follow the pricing table below:

RENEWAL TERM OF THREE (3) YEARS:

YEAR ONE (1) RENEWAL

POSITION/TITLE	ESTIMATED ANNUAL HOURS	FULLY - LOADED HOURLY RATES	TOTAL PRICE
Project Manager		\$	\$
Financial Advisor		\$	\$
Technical & Contractual Rep.		\$	\$
Legal Advisor		\$	\$
ESTIMATED YEAR 1 TOTAL	6,900 *		
SUB-TOTAL PRICE (for Year 1):			\$

YEAR TWO (2) RENEWAL

POSITION/TITLE	ESTIMATED ANNUAL HOURS	FULLY - LOADED HOURLY RATES	TOTAL PRICE
Project Manager		\$	\$
Financial Advisor		\$	\$
Technical & Contractual Rep.		\$	\$
Legal Advisor		\$	\$
ESTIMATED YEAR 2 TOTAL	6,900 *		
SUB-TOTAL PRICE (for Year 2):			\$

YEAR THREE (3) RENEWAL

POSITION/TITLE	ESTIMATED ANNUAL HOURS	FULLY - LOADED HOURLY RATES	TOTAL PRICE
Project Manager		\$	\$
Financial Advisor		\$	\$
Technical & Contractual Rep.		\$	\$
Legal Advisor		\$	\$
ESTIMATED YEAR 3 TOTAL	6,900 *		
RENEWAL SUB-TOTAL PRICE (for Year 3):			\$
ESTIMATED TOTAL FOR 3 YEARS RENEWAL OPTION (Year 1 + Year 2 + Year 3)			\$

2.6.2.1. Vendor's Price for Renewal(s): [Click here to enter text.](#)

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS REGISTRATION

ATTACHMENT AA

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

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

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



STATE OF ILLINOIS
AUTHORIZED TO DO BUSINESS IN ILLINOIS

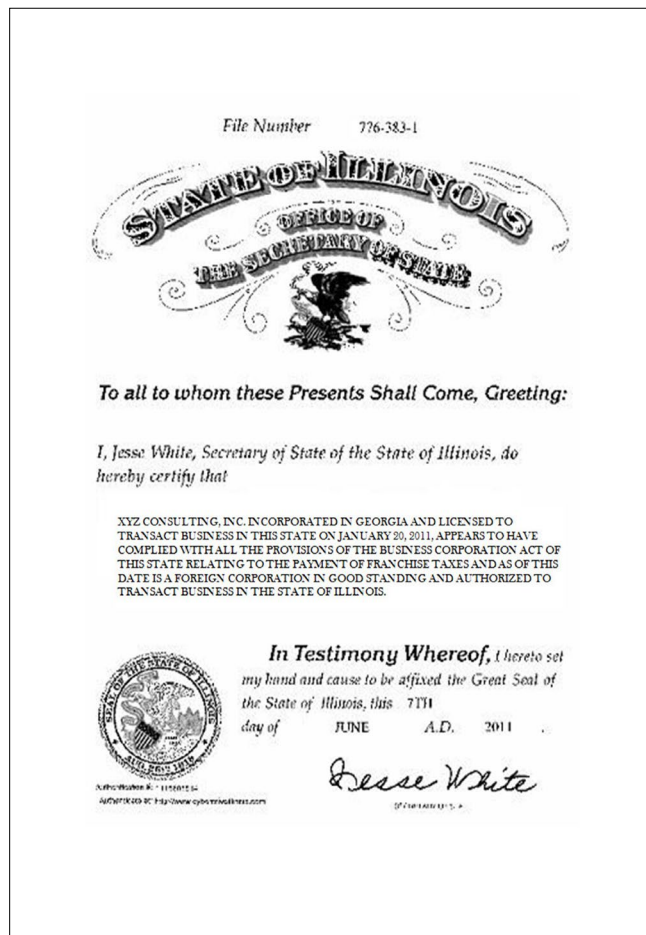
ATTACHMENT BB

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

Certification #31 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications – Attachment GG a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

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

**EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY
OF STATE'S CERTIFICATE OF GOOD STANDING**



STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

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

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

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

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

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. ADMIN. 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 <https://dhr.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.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of **Upon Execution and shall expires 36months after execution date.** If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): **one (1) – 36 months renewal options, upon written agreement of both parties. Such renewal must be executed prior to the expiration of the current contract term.**

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

1.2.2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

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

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

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

1.4. TERMINATION FOR CONVENIENCE:

1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. 30 ILCS 500/20-60.

1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. PAYMENT TERMS AND CONDITIONS:

- 2.1. LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 2.3. EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>).
- 2.5. FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.6. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed, and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to: See Section A.19

3. **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. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
6. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
7. **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.
8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
9. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to

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

- 10. USE AND OWNERSHIP:** All work performed, or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 12. INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venture with the State.
- 14. 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.
- 15. 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.

16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
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, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
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 the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time or to determine whether Vendor can be considered responsible on specific future contract opportunities.
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 notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; I not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 25.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 26.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 26.2.** By August 31 of each year, Vendor shall report to the Agency the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.
- 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.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1. Agency Supplemental Provisions:

- Agency Definitions
- Required Federal Clauses, Certifications and Assurances

AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

AMENDMENTS:

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

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.

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.

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.

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 of 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>

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

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.

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.

VENDOR'S TERMINATION DUTIES:

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

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

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;

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;

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;

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

OVERTIME:

All work performed by Vendor at overtime rates shall be pre-approved by the Agency/Buyer.

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.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

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.

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 must 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.

USE OF WORK PRODUCT:

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

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

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

To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the 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;

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

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

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

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.

INCORPORATION BY REFERENCE:

The provisions, conditions, specifications and certifications contained in this Solicitation Document are, by this reference, made a part hereof.

FEDERAL FUNDING:

CERTIFICATIONS AND ASSURANCES REQUIRED BY THE U.S. OFFICE OF MANAGEMENT AND BUDGET (OMB) (SF-424B AND SF-424D)

As required by OMB, the Vendor certifies that it:

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

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

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

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

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

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse, Prevention, Treatment and Rehabilitation Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

(f) Will comply with all federal environmental standards applicable to the project, including but not limited to:

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 1761 of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

(g) Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”

CERTIFICATION REGARDING LOBBYING:

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

(a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352. (c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

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

CONTROL OF PROPERTY:

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

COST PRINCIPLES:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

DAVIS-BACON ACT:

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

DEBARMENT:

Vendor shall comply with Debarment provisions as contained in 2 Code of Federal Regulations, 1200 as amended. Vendor certifies that to the best of its knowledge and belief, Vendor and Vendor's principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency/Buyer or agency; b) within a three-year period preceding this Contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective Vendor to certify to the certification in this section will not necessarily result in denial of participation in this Contract. The prospective Vendor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Agency/Buyer determined whether to enter into this transaction. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause. The Vendor shall provide immediate written notice to the Agency/Buyer if at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

Non-procurement List. If a Vendor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause or default.

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

DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE:

The Vendor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency/Buyer deems appropriate.

DRUG FREE WORKPLACE:

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

INTELLIGENT TRANSPORTATION SYSTEMS PROGRAM:

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

(a) In accordance with Section 5206I of TEA-21, 23 U.S.C. 502 note, the Vendor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.(b) With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the Vendor assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

NONDISCRIMINATION ASSURANCE:

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

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Vendor retains ownership or possession of the project property, whichever is longer, the Vendor assures that:

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

NONDISCRIMINATION ON THE BASIS OF DISABILITY:

As required by U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” at 49 CFR 27.9, the Vendor assures that, as a condition to the approval or extension of any Federal assistance

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

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

PROCUREMENT COMPLIANCE CERTIFICATION:

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

STANDARD ASSURANCES:

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

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS:

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

CHANGED CONDITIONS AFFECTING PERFORMANCE:

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

THIRD PARTY DISPUTES OR BREACHES:

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

FLY AMERICA:

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

CLEAN AIR:

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

CLEAN WATER:

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

NON-WAIVER:

The Vendor agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the Vendor of any terms of this Agreement or any default on the part of the Vendor which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

ENERGY CONSERVATION:

To the extent applicable, the Vendor and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

BUY AMERICAN ACT:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

All of the requirements listed in Section 7.3.13 apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

- American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Agency Specific Terms and Conditions

1.1 State or Federal Aid Supplemental Provision

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

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

- 1.1.3 CONSULTATION:** Vendor shall keep the Agency/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.
- 1.1.4 ACCOUNTING:** The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the Agency/Buyer pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Agency/Buyer directives. Information regarding the cost principles in Title 48, Code of Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website:
<http://www.ecfr.gov/cgi-bin/text-idx?SID=cbb7305b43e022815d30aeaf7b642744&node=pt48.1.31&rgn=div5>
- 1.1.5 THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.
- 1.1.6 SUCCESSORS IN INTEREST:** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 1.1.7 VENDOR'S TERMINATION DUTIES:** The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:
- 1.1.7.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency/Buyer may require;
 - 1.1.7.2** Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;
 - 1.1.7.3** Comply with the Agency/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
 - 1.1.7.4** Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - 1.1.7.5** Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.
- 1.1.8 OVERTIME:** Any overtime costs shall be incurred by the vendor.
- 1.1.9 USE OF WORK PRODUCT:** Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

- 1.1.9.1** Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;
- 1.1.9.2** With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;
- 1.1.9.3** To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;
- 1.1.9.4** Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.
- 1.1.9.5** Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;
- 1.1.9.6** The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and
- 1.1.9.7** Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.
- 1.1.10 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 1.1.11 EMPLOYMENT SECURITY:** Section 20 ILCS 1005/1005-47 of the Civil Administrative Code of Illinois states that the Department of Employment Security maintains the IllinoisJobLink.com web site which allows job seekers to search online for employment opportunities that match the skills of the person seeking employment. Any entity that is a party to a contract with an executive branch State agency is required to post employment vacancies on the IllinoisJobLink.com web site or provide an online link to its employment vacancies so that it is accessible through the IllinoisJobLink.com web site. Bidders that are a party to a contract with a bona fide labor organization are exempt from this requirement.

The bidder assures that, for the duration of this contract it will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

website; or will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website; or is exempt from 20 ILCS 1005/1005-47 because bidder is a party to a contract with a bona fide labor organization.

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

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

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

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

Other (describe)

[Click here to enter text.](#)

2. Offeror Supplemental Provisions:

[Click here to enter text.](#)

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT FF

1. Will subcontractors be utilized? Yes No

2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$100,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

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

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

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

Description of work: [Click here to enter text.](#)

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

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

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

Description of Work: [Click here to enter text.](#)

If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

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

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT GG

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

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

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

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

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

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (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 500/50-10.5I, *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement, and that if Vendor

has retained such a person or entity, that Vendor has complied, or will comply prior to execution of this agreement, with the statutory requirement to: (i) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract, (ii) not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and (iii) sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. 30 ILCS 500/50-38.

- 17.** 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.
- 18.** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- 19.** Drug Free Workplace
 - 19.1.** If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2.** If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 20.** 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.
- 21.** 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.
- 22.** 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.
- 23.** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 24.** 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.
- 25.** 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.
- 26.** 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.
- 27.** 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.

- 28. 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.
- 29. 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.

- 30. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

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

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the

legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

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

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

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

This disclosure is submitted for:

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

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

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

OPTION A – Ownership Share and Distributive Income

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

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

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

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

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

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

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$100,000)
 (Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

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

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

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

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$100,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

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

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
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? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
 (Complete only if bid, offer, or contract has an annual value over \$100,000)
 (Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

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

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
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
 (Complete only if bid, offer, or contract has an annual value over \$100,000)
 (Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

Yes No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

Agency	Project Title	Status	Value	Contract Reference/P.O.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STEP 9 SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

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

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

Signature: _____

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

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

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

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

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

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT II

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

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

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

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

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

[Click here to enter text.](#)

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT JJ

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

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

Provide references from government agencies (**4 total**) other than the procuring agency that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
2. Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
3. Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
4. Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT MM

I certify that:

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

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

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

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

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

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

Taxpayer Identification Number:

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

or

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

Legal Status (check one):

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

Signature of Authorized Representative: _____

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

STATE OF ILLINOIS
MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION
UTILIZATION PLAN

ATTACHMENT NN

For more information on IDOT's DBE program, contact: Office of Business & Workforce Diversity, Bureau of Small Business Enterprises at 217-782-5490.

Contract Goal to be achieved by the Vendor: This solicitation includes a specific DBE utilization goal of **15%** based on the availability of certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Department will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response to the Utilization Plan. A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of DBEs to meet the contract goal. The Utilization Plan must demonstrate that the Vendor will either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal.

1. At the time of proposal submission, the DBE must meet the eligibility requirements and be fully certified as a DBE in Illinois. Visit <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index> for the Illinois Unified Certification Program (IL-UCP) Directory and to apply for certification as a DBE from any of the participating IL-UCP certifying agencies. The Vendor shall submit a Utilization Plan on completed Department forms. **The final Utilization Plan must be submitted prior to final selection.** **Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation may render the bid or offer non-responsive.**
2. If applicable, the Utilization Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the DBE will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the DBE's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the DBE to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Department.
3. An agreement between a Vendor and a DBE in which the DBE promises not to provide subcontracting quotations to other vendors is prohibited. The Department may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Department in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed DBE. Failure to cooperate may render the proposal non-responsive. The contract will not be finally awarded until the Vendor's Utilization Plan is approved.
4. **Vendor Assurance:** The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems appropriate, which may include, but is not limited to:

- (a) Withholding payments;

- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Vendor from future contracting as non-responsible.

5. **Calculating DBE Participation:** The Utilization Plan documents represent work anticipated to be performed by all DBEs and paid for upon satisfactory completion. The Department is only able to count the value of payments made for the work actually performed by DBE companies toward the achievement of the overall goal and the contract goal.

5.1. The value of the work actually performed by the DBE's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the DBE's forces, including supplies purchased or equipment leased by the DBE shall be counted, except supplies purchased and equipment rented from the Vendor.

5.1. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided IDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.2. A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other DBEs. Work performed by the forces of a non-DBE joint venture partner shall not be counted toward the goal.

5.3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the DBE's subcontractor is a DBE. Work that a DBE subcontracts to a non-DBE will not count towards the goal.

5.4. A Vendor shall count towards the goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a DBE manufacturer, regular dealer or supplier.

5.5. A Vendor shall count towards the goal only expenditures to DBEs that perform a commercially useful function in the work of the contract as defined in 49 CFR 26.55(c).

5.5.1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Department shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department shall examine similar transactions, particularly those in which DBEs do not participate.

5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of proposal submission. The Department will consider the quality, quantity, and intensity of the Vendor's efforts. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the Vendor is expected to have taken genuine efforts that would be reasonably expected of a Vendor actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

6.1. The following is a list of types of action that the Department will consider as evidence of the Vendor's good faith efforts to meet the goal. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department

6.1.1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid or submit offers. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

6.1.2. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

6.1.3. Making a portion of the work available to DBEs and selecting those portions of the work or material needs consistent with their availability, so as to facilitate DBE participation.

6.1.4. Negotiating in good faith with interested DBEs. It is the Vendor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans, specifications, and requirements for the work selected for subcontracting and evidence as to why additional agreements could not be reached for DBEs to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with DBEs and will take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Vendor's failure to meet the DBE goal, as long as such costs are reasonable. Also the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was elected over a DBE for work on the contract.

6.1.5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's memberships in specific groups, organizations, or

associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

6.1.6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Department, the Vendor or to perform the scope of work.

6.1.7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

6.1.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; including IDOT's supportive services vendors; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

6.2. In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

6.3. If the Department determines that the Vendor has made good faith efforts to meet the goal, the Department will award the contract provided that the Vendor is otherwise eligible for award.

6.4. If the Department determines that good faith efforts have not been made, it will notify the Vendor in writing that the proposal is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the vendor will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.

6.4.1. The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Illinois Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the offer or proposal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization

Plan and individual DBE Participation Statements becomes part of the contract. If the Vendor did not succeed in obtaining enough DBE participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

7.1. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

7.2. The Vendor may not make changes to its contractual DBE commitments or substitute DBEs without the prior written approval of the Department. Unauthorized changes or substitutions, including performing the work designated for a DBE with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the DBE to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the DBE can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

7.3. Substitutions of a DBE shall be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the DBE to honor the bid or proposal price or scope;

7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.3.6. Failure of the DBE to meet insurance, licensing or bonding requirements;

7.3.7. The DBE's withdrawal of its bid or proposal; or

7.3.8. Decertification of the DBE.

7.4. If it becomes necessary to substitute a DBE or otherwise change the Utilization Plan, the Vendor must first give notice in writing to the DBE subcontractor with a copy to the Department. The request must state specific reasons for the substitution or change. The Vendor must give the DBE five days to respond to the prime contractor's notice and advise the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the contractor's action. The Department will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

- 7.5. Where the Vendor has established the basis for the substitution to the Department's satisfaction, it must make good faith efforts to meet the contract goal by substituting a DBE. Documentation of a replacement vendor, or of good faith efforts to replace the DBE, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-DBE.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Department to modify the Utilization Plan and must make good faith efforts to ensure that DBEs have a fair opportunity to bid on the new scope of work.
- 7.7. A new subcontract must be executed and submitted to the Department within 5 business days of the Vendor's receipt of the Department's approval for the substitution or other change.
- 7.8. The Vendor shall maintain a record of all relevant data with respect to the utilization of DBEs, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Department to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Department shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a DBE and final payment to the DBE by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the DBE under the contract.
- 7.9. The Department will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of DBEs, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Department to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Department reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

7.11. UTILIZATION PLAN

The Utilization Plan consists of two parts. Part I, Utilization Plan Commitment Statement, must be submitted with the offer packet. Part II, Utilization of DBEs and Letter(s) of Intent for each DBE must be submitted prior to final selection.

7.11.1. Part I – Utilization Commitment Statement

[Click here to enter text](#) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Disadvantaged Business Enterprises Participation section of the solicitation for [Click here to enter text](#), Procurement Reference Number [Click here to enter text](#). We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

[Click here to enter text](#) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems appropriate.

Vendor’s person responsible for compliance:

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

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

Telephone: [Click here to enter text](#)

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

We submit one (1) of the following statements:

- We are a DBE and plan to fully meet the DBE contract goal through self-performance.
- We attach Part I to demonstrate our Plan fully meets the DBE contract goal of [Click here to enter text](#) % through subcontracting.

7.11.2. Part II - Utilization of DBEs and Letter(s) of Intent

Please submit a separate Part I for **each** proposed DBE. To achieve the DBE contract goal through subcontracting, the following is proposed:

7.11.2.1. The DBE’s company name, address and phone number:

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

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

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

At the time of submission, the above certified vendor is:

- Certified as a DBE with one of the Illinois Unified Certification Program agencies (IDOT, Pace, Metra, Chicago Transit Authority, or City of Chicago). The certifying Department shall be entered below: [Click here to enter text](#)

7.11.2.2. A detailed description of the commercially useful work to be done by this DBE and its relevant NAICS codes are as follows [Click here to enter text](#)

7.11.2.3. The total estimated cost to the State for this contract is \$ [Click here to enter text](#). The portion of the contract which will be subcontracted to this DBE is \$ [Click here to enter text](#) or [Click here to enter text](#)% of the total cost of the contract.

7.11.2.4. Check one of the following:

A notarized signed letter of intent between [Click here to enter text](#) and [Click here to enter text](#) detailing the work to be performed by the DBE and the agreed upon rates or prices, conforming to the Utilization Plan is included.

A joint venture agreement between [Click here to enter text](#) and [Click here to enter text](#) is included in lieu of the letter of intent.

7.11.2.5. The Vendor has not prohibited or otherwise limited [Click here to enter text](#) from providing subcontractor quotes to other potential bidders/vendors.

7.11.3. Demonstration of Good Faith Efforts to Achieve DBE contract goal. If the DBE participation goal was not achieved, the documented Good Faith Efforts must be submitted prior to final selection (or as otherwise specified by IDOT). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at IDOT's sole discretion.**

7.11.4. If it is determined that the apparent successful Vendor has failed to meet the requirements of Sec. 7, the Vendor may request administrative reconsideration within the five working days after receipt of the notification of the determination pursuant to Sec. 7.17.

7.11.4 Letter of Intent (LOI) Between Prime Vendor and Certified Vendor/Instructions: The responsive Vendor is required to submit this signed and notarized Letter of Intent from each DBE identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed DBE. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Department.

Changes to the Utilization Plan including substitution of DBEs are permitted only after award of the contract and only with prior written approval of the Department. Under the terms of Sec. 7.4. A request for changes to the Utilization Plan must be submitted for all levels of subcontracting. LOIs must be submitted for all additions of DBEs to the Utilization Plan prior to the start of work.

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

Project/Solicitation Number: [Click here to enter text](#)

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

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

City, State and Zip: [Click here to enter text](#)

Telephone: [Click here to enter text](#) Fax: [Click here to enter text](#)

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

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

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

City, State and Zip: [Click here to enter text](#)

Telephone: [Click here to enter text](#) Fax: [Click here to enter text](#)

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

Type of agreement: Services Supplies Both Supplies /Services

Type of payment: Lump Sum [Click here to enter text](#)

Hourly Rate: [Click here to enter text](#)

Unit Price: [Click here to enter text](#)

Period of Performance: [Click here to enter text](#)

Proposed Subcontract Amount \$ [Click here to enter text](#) or Proposed % of Contract [Click here to enter text](#)

Description of work to be performed by DBE: [Click here to enter text](#)

List the governmental Department or private organization with whom the DBE is currently certified as a Disadvantaged, minority, or woman business enterprise: [Click here to enter text](#)

The prime vendor and the DBE above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the DBE will perform the scope of work for the price as indicated above.

STATE OF ILLINOIS
MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION
UTILIZATION PLAN

ATTACHMENT NN

Prime Vendor (Company Name and D/B/A):

DBE (Company Name and D/B/A):

[Click here to enter text](#)

[Click here to enter text](#)

Signature

Signature

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

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

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

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

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

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

Subscribed and sworn before me this

Subscribed and sworn before me this

_____ day of _____, 20_____

_____ day of _____, 20_____

Notary Public

Notary Public

My Commission expires:_____

My Commission expires:_____

ATTACHMENT OO – SAMPLE COPY OF WORK ORDER



**Illinois Department
of Transportation**

**STRATEGIC & FINANCIAL PLANNING
ASSISTANCE FOR P3 & ALTERNATIVE
CONTRACTING METHODS
WORK ORDER**

DATE OF ASSIGNMENT _____

WORK ORDER NUMBER _____

CONTRACT NUMBER _____

WORK LOCATION _____

DEPARTMENT CONTACT/PHONE _____

SERVICES REQUIRED:

AUTHORIZED FOR ESTIMATE: _____

**IDOT, OFFICE OF PLANNING
AND PROGRAMMING, AUTHORIZATION**

DATE

VENDOR ACKNOWLEDGES AND UNDERSTANDS THAT THE WORK ORDER SUBCONTRACTOR DISCLOSURE MUST BE COMPLETED FOR EACH SUBCONTRACTOR THAT WILL PERFORM WORK PURSUANT TO THIS WORK ORDER. PLEASE CERTIFY WHETHER OR NOT SUBCONTRACTORS WILL BE SO UTILIZED, BY INITIALING IN THE APPROPRIATE SPACE BELOW. IF SUBCONTRACTORS ARE SUBSEQUENTLY ADDED TO THIS WORK ORDER, THE VENDOR MUST SO INFORM THE DEPARTMENT AND MUST PROVIDE A COMPLETED SUBCONTRACTOR DISCLOSURE BEFORE THE SUBCONTRACTOR BEGINS WORK ON THIS WORK ORDER.

THE VENDOR CERTIFIES IT WILL NOT USE ANY SUBCONTRACTORS TO PERFORM ANY OF THE WORK PURSUANT TO THIS WORK ORDER.

VENDOR CERTIFIES THAT IT WILL USE SUBCONTRACTOR(S) TO PERFORM SOME OF THE WORK PURSUANT TO THIS WORK ORDER AND THE SUBCONTRACTOR COMPANY NAMES ARE LISTED BELOW.

SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS
SUBCONTRACTOR NAME	DATE	COMMENTS

STAFF REQUIREMENTS

CLASSIFICATION	HOURLY RATE	ESTIMATED TOTAL HOURS	ESTIMATED TOTAL COSTS TO BE BILLED PER CLASSIFICATION
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

SUBCONTRACTOR STAFF REQUIREMENTS

SUBCONTRACTOR NAME/STAFF CLASSIFICATION	HOURLY RATE	ESTIMATED TOTAL HOURS	ESTIMATED TOTAL COSTS TO BE BILLED PER CLASSIFICATION
	\$		\$
	\$		\$
	\$		\$

	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
ACTUAL COST OF PREVIOUS AUTHORIZED WORK ORDERS 100% COMPLETED AND INVOICED TO DATE:		\$	
ESTIMATED COSTS OF PREVIOUS AUTHORIZED WORK ORDERS NOT 100% COMPLETED TO DATE: NOTE: ATTACH STATUS SHEET FOR PREVIOUS WORK ORDERS		\$	
ESTIMATED COSTS OF THIS WORK ORDER:		\$	
TOTAL COST OF PREVIOUS AUTHORIZED WORK ORDERS (COMPLETED/NOT COMPLETED) TO DATE AND THE ESTIMATED COST OF THIS WORK ORDER		\$	
TOTAL ESTIMATED DBE COSTS TO DATE, INCLUDING THIS WORK ORDER:		\$	

SUBMITTED BY:

DATE

ESTIMATE AUTHORIZED

IDOT, OFFICE OF PLANNING AND PROGRAMMING
AUTHORIZATION

DATE
