

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Department of Transportation
P3 Delivery Project, #16001
Various Counties

The State, acting through its Department of Transportation, hereafter referred to as the Department, requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for Offer'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:

Purpose

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals (hereinafter referred to as Proposal or Proposals) from firms herein referred to as the P3 Advisor who wish to be considered to provide supporting services to the Department for the P3 Delivery Project. These services may include, but are not limited to: determining the appropriate procurement method for delivering a project as a Public Private Partnership, assisting in and participating in the procurement process and documents including Request for Information (RFI), Request for Qualifications (RFQ) and RFP, reviewing and evaluating submittals by potential bidders, participating in development, negotiations, and execution of agreements and contracts.

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.

Background

The Department has an excellent history of providing a safe and cost-effective transportation system in Illinois. As the Department continues its efforts to improve and ensure transportation improvements are delivered in a safe, cost-effective, and efficient manner, delivery of projects, utilizing Public-Private Partnership (P3) must be investigated and if proven to be beneficial, developed and implemented where practical. The Department has several projects in which the P3 delivery method may prove to be beneficial. Outside expertise and assistance is needed for the department to determine the financial, legal, and technical feasibility of projects and if beneficial, the procurement of the P3.

The resulting contract with the awarded vendor shall have an initial term of five years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten years. Subject to the maximum total term limitation, the Department has the option for one renewal for an additional five year term.

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

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

**STATE OF ILLINOIS
OUTLINE**

Instructions for Submitting Offers A

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

 Published Procurement Information A.2.

 Solicitation Contact..... A.3.

 Offeror Questions and Department 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.

 Protests..... A.20.

 Evaluation Process..... A.21.

 Responsiveness..... A.21.1

 Responsibility..... A.21.2

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

Selection of Offeror..... B.

Offer..... C.

Section 1 - Specifications/Qualifications/Statement of Work1.

Section 2 - Pricing.....2.

Attachments

State Board of Elections CertificationAA

Evidence of Authorization to Do or Transact 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 Offeror’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 State publishes procurement information, including updates and addendums on the Illinois Transportation Procurement Bulletin at <http://www.idot.illinois.gov/doing-business/procurements/other-procurement-opportunities/index>. Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the website. The State will not be held responsible if Offeror fails to monitor the website for additional information and addendums.

A.3. SOLICITATION CONTACT: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Department shall not be held responsible for information provided to any other person.

Solicitation Contact: Roger Driskell	Phone: 217-342-8201
Department: Illinois Department of Transportation	Fax: 217-347-0621
Street Address: 126 East Ash Street	TDD: 711
City, State Zip: Springfield, Illinois 62764	
Email: Roger.Driskell@illinois.gov	

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

A.4. OFFEROR QUESTIONS AND DEPARTMENT RESPONSE: All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than January 28, 2016. Questions received and Department responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

A.5. REQUIRED MEETINGS

Offeror Conference: Yes No

Mandatory Attendance: Yes No

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

Date:

Time:

Location:

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 & Time specified below.

A.6.1. Offer Due Date & Time

Date: February 10, 2016

Time: 2:30 p.m.

A.6.2. Offer Firm Time: The Offer must remain firm for 60 days from opening.

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

Department: Illinois Department of Transportation	“Sealed Bid – Do Not Open”
Attn: Roger Driskell	Project Title & Reference #: P3 Delivery Project #16001
Address: 126 East Ash Street	Due Date & Time: February 10, 2016 @ 2:30 pm.
City, State Zip: Springfield, Illinois 62764	<i>Offeror Name</i>
Project Title & Reference #: P3 Delivery Project, #16001	<i>Offeror City, State Zip</i>

A.7. ORGANIZATION REQUIRED: Offers must be submitted in four packets. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Offeror’s Pricing Offer provided in Section 2. Packet 3 shall include all other information requested, including but not limited to the Offer and applicable attachments. Packet 4 shall include the Disadvantaged Business Enterprises (DBE) Participation and Utilization Plan. Separately seal each packet.

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

A.7.2. OFFEROR 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

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

A.7.5. OFFEROR PROVIDED CONFIDENTIAL DOCUMENTS AND ATTACHMENT LL - EXCEPTIONS - Packet 3 Tab 3

A.7.5.1. Any additional material, confidential documents, and any exceptions must be noted on this page.

A.7.5.2. Exceptions must be provided on Department’s Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.

A.7.5.3. Department discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror’s offer.

A.7.6. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN – Packet 4

A.8. SUBMISSION OF OFFERS: Offer must be submitted in four separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the proposer’s name and the wording: **“Sealed Offer – Do Not Open.”** The four separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in three individual/shipping boxes. The four portions of the offer shall be included on four CD’s in pdf format , one for each packet.

Subject Matter	# of Originals	# of Hard Copies	# of CD or USB Flash Drive in PDF Format
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	2	3
PRICING – PACKET 2	1	2	3
OTHER FORMS AND CDs/USBs – PACKET 3	1	2	3
DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN – PACKET 4	1	2	3

A.9. SECURITY: Performance Bond: \$ (N/A) If a performance bond is required, Offeror must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

- A.10. SMALL BUSINESS SET-ASIDE:** Yes No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit http://www.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.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 Offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Offeror under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- 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:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- 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 “ILCS”. Vendor may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADMIN. CODE PART 6) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=532&ChapterID=7> and <http://www.ilga.gov/commission/jcar/admincode/044/04400006sections.html>.
- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in

accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.17. AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Offeror.

A.18. REFERENCES: Yes No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror's experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of References: Government Agency

Number of Each Reference Type: 3

A.19. INVOICING ADDRESS: Offeror shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Department Illinois Department of Transportation, District 1

Attn: Ken Eng, P.E.

Address: 201 West Center Court

City, State Zip: Schaumburg, Illinois 60196-1096

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

A.20. PROTESTS: Offeror may submit a written protest to the IDOT Chief Procurement Officer following the requirements of the Standard Procurement Rules, 44 Ill. Admin. Code 6, Subpart G. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 7 days after the protesting party knows or should have known of the facts giving rise to the protest. The IDOT Chief Procurement Officer's contact information is as follows:

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

A.21. EVALUATION PROCESS: The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

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

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

- Evidence of Authorization to Do Business in Illinois: Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time the Offer is submitted. Evidence of such authorization includes a Certificate of Good Standing issued by the Illinois Secretary of State's Department of Business Services. Please include a copy of the Certificate of Good Standing with the Offer. See Attachment BB for an example.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
- Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
- Disclosure of Business Operations: Offerors shall complete Attachment II – Disclosure of Business Operations with Iran.
- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- References: If references are required, Offeror shall complete Attachment KK - References.
- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

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 offeror 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 offeror's offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an offer of correct deficiencies as a condition of further evaluation.

A.21.2. **RESPONSIBILITY:** A responsible offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the offeror is a "Responsible" offeror; a offeror with whom the State can or should do business. For example, the State may consider the following:

A.21.2.1. In accordance with Section 10.5(e) of the Illinois Procurement Code: No person or business shall bid or enter into a contract under this Code if the person or business assisted an employee of the State of Illinois, 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, by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance except as part of a publicly issued opportunity to review drafts of all or part of these documents. (30 ILCS 500/50-10.5(e)).

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 Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Offeror lacks the financial resources to perform under the Contract. The State may require that a Offeror correct any deficiencies as a condition of further evaluation.

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

A.21.3. The Department reserves the right to negotiate hourly rates as part of a best and final offer from any selected P3 Advisor.

A.22. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities or DBEs in the State's procurement and contracting processes. If the

solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. Instructions and contract goal information are included in Attachment NN.

B. SELECTION OF OFFEROR

- B.1.** The State may award to the most Responsive/Responsible Offeror 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. Offerors who receive fewer than the minimum required points will not be considered for further 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 best and final offer, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
- 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 number of points for Responsiveness is 100.

B.4.2. The minimum required points is 70.

B.4.3. RESPONSIVENESS ELEMENTS

Topic	Evaluation Criteria	Maximum Points
Project experience	How well does the P3 Advisor demonstrate their experience with developing and executing a P3 procurement.	35
Key Personnel and Organization	How well does the P3 Advisor qualifications, experience and time availability relate to the requirements of the project?	40
Project Understanding and Approach	How well does the P3 Advisor demonstrate a preliminary understanding of the Departments needs for this project?	25
DBE Utilization plan	Does the P3 Advisor have a DBE/EEO proposal that meets the Departments requirements?	Pass/Fail
Total		100

- B.5.** Hourly rates, with allowance for escalation, shall be submitted for each personnel classification for IDOT review and approval as part of Packet 2.

- B.6.** The maximum number of points is 100.

**STATE OF ILLINOIS
OFFER**

C. Project Title / Reference #: P3 Delivery Project, #16001

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

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. This form should be included in Packet 1. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

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

Yes No

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

Yes No N/A

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

Yes No N/A

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

Yes No

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

Yes No N/A

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

Yes No N/A

C.7. PACKET 1: Yes No

- 7.1. Offeror's Proposed Solution to Meet the State's Requirements Yes No
- 7.2. Milestones and Deliverables Yes No
- 7.3. Offeror/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. State Board of Elections Certification Yes No N/A
- 9.3. Evidence of Authorization to Do Business in Illinois Yes No N/A
- 9.4. Illinois Department of Human Rights Public Contracts Number Yes No
- 9.5. Supplemental Terms and Conditions Yes No
- 9.6. Subcontractor Disclosure Yes No
- 9.7. Standard Certifications Yes No
- 9.8. Financial Disclosures and Conflicts of Interest Yes No
- 9.9. Disclosure of Business Operations in Iran Yes No
- 9.10. Business Directory Information Yes No
- 9.11. References Yes No N/A
- 9.12. Offeror Provided Additional Material, Confidential Documents and Exceptions Yes No
- 9.13. Taxpayer Identification Number Yes No

C.10. PACKET 4 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN

Yes No

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

1.1. GOALS:

- Acquire additional Technical, Contractual, NEPA, Design, Financial and Legal expertise to augment IDOT staff, including a 10% DBE goal, from inception to delivery of the P3 Delivery project;

Utilize this additional expertise to develop and execute a strategy for the delivery of project(s) as a Public Private Partnership.

1.2. SERVICES REQUIRED:

The P3 Advisor will be responsible for providing technical, legal, and financial supportive services at the direction of IDOT's project management representatives for the P3 Delivery Project. The P3 Advisor will perform procurement options analysis and procurement services for the P3 Delivery Project as a Public Private Partnership or other project delivery method. Various P3 options and types of projects, including managed lanes will be considered. This work will be for delivery of major projects, predominately highway projects in the Chicagoland area. The scope of services may include, but is not limited to:

Procurement Options Analysis:

- Collection of data to assist in decision making process on the best project delivery method on projects.
- Assist the Department in clarification of scope and policy objectives for alternative project delivery.
- Document current legal authority and review for any additional legislative needs. Assist in rulemaking efforts by the Department to establish the procurement procedure.
- Develop project delivery alternatives considering Department policy, financial and risk considerations for various alternatives and provide analysis and supporting documentation for the various procurement methods.
- Provide a financial analysis for each alternative, including funding and financing options, shadow bids, Transportation Infrastructure Finance and Innovation Act (TIFIA), Private Activity Bonds (PABs), and project estimating.
- Provide a Financial Grade Traffic and Revenue Study.
- Determine the best project delivery method and document findings and recommendations.
- Develop a business case and value for money analysis and other financial support for a P3.
- Provide information and guidance on unique and innovative financial models.
- Evaluate benefits and liabilities of delivering a project as a P3, or other delivery method, including revenues, cash, life cycle costs and other impacts.
- Develop performance specifications and technical documents as necessary for alternative contracting.

Procurement Services:

- Provide project management services through the procurement options analysis and procurement.
- Technical and contractual specifications, standards, policy and guidelines necessary for implementation of a P3 project.
- Contract administration, including research, development, drafting and final, requests for information, request for qualifications, and request for proposals for a P3 project. This may include Infrastructure to Offerors, Public-Private Agreement, and Technical Specifications.

- Provide guidance and support to facilitate interactive public and industry outreach activities, including a vendor conference and industry forum, and other stakeholder outreach activities as directed.
- Assist with environmental, railroad, utility and other permits and approvals.
- Assist with the procurement process for a P3 project, including evaluation of the RFQ and RFP, negotiations, and analysis of key issues.
- Assist in the selection, award, and execution of comprehensive P3 agreement, including contractual and financial close.
- Evaluation of impacts, benefits, liabilities, related revenues and cost, life cycle cost, revenue sharing, financing and refinancing alternatives, and other financial analysis as appropriate.
- Development of a comprehensive agreement, contract, and other legal documents required to evaluate proposals, awards, and create the selected proposal.
- Develop and review project design, technical concepts, and NEPA aspects as necessary to allow procurement of the project.
- Assist with Environmental Services on permits.
- Right-of-way services, as needed, for acquisition, relocations, appraisals, and other land acquisition services.
- Assist with requirements and procurement for project oversight and assistance during contract delivery as needed.
- Assist and develop insurance and bonding requirements.
- Provide legislation support if procurement or project is challenged.

1.3. OFFEROR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS: Please respond in the following prescribed format, which, in the Department’s opinion, will be sufficient:

Content	Preferred Maximum Pages (one-sided)
Cover Letter	1
<u>Project Team</u> <ul style="list-style-type: none"> • Experience • Organizational Chart with Key Personnel • Project Understanding and Approach 	30
Reference Projects (3 projects with maximum two pages per project)	6
DBE Proposal	As needed
Resumes of key personnel	30
Required Forms	As needed
Addenda	As needed

1.4. INTERVIEWS P3Advisors that submit a responsive RFP, and are shortlisted by IDOT, will participate in an oral interview. The oral interview will last no longer than 60 minutes. Each P3 Advisor will be allowed a 30 minute presentation followed by a 30 minute question and answer session. The P3 Advisor presentation shall not be used to fill in missing or incomplete information in the RFP. The interview is used solely for IDOT to seek clarification of the P3 Advisor RFP. At a minimum, the following persons shall attend the oral interview: Project Manager, Financial team leader, Technical team leader, the Legal team leader and the Public Relations team leader. P3 Advisor will be notified in advance of the interviews, which are tentatively scheduled for February 17 and 18, 2016. The interviews will be conducted at the IDOT Central Office, 2300 South Dirksen Parkway, Springfield, IL 62764.

1.5. MILESTONES AND DELIVERABLES: The selected P3 Advisor will be expected to develop a preferred procurement strategy and ready the appropriate RFI, RFQ and RFP for acquiring a concessionaire to deliver a P3 project. The Department will identify a refined set of milestones and deliverables with the selected P3 Advisor.

1.6. OFFEROR / STAFF SPECIFICATIONS:

Key Personnel

The P3 Advisor key personnel shall be permanently assigned to the P3 Delivery Project as long as the Department determines that there is a need for their presence on the project or the Department agrees upon replacement personnel or determines that the position is no longer needed. The availability of key personnel shall be flexible to meet the needs of the Department. Unauthorized changes to the P3 Advisor at any time during the selection process may result in the elimination of their team from further consideration. If the P3 Advisor is awarded this contract, unauthorized changes to any individuals identified as key personnel in the RFP may be considered a breach of contract and result in termination.

The P3 Advisor shall consist of a core group with the appropriate mix of expertise and proven experience, including a 10% DBE Goal. The Proposal will be required to show the Key Personnel have experience, expertise innovation, and other skills in leadership and technical ability in the following areas:

- Project Manager
- Technical/Contractual Services
- Financial Services
- Legal Services
- Public Relations

Team Qualifications

The P3 Advisor should demonstrate relevant qualifications, capacity and capability in performing the scope of services listed above and those further defined below. At all times, the P3 Advisor will be required to show the necessary experience, expertise, innovation, technical ability and skill in the areas identified in the Scope of Services and any other areas necessary for successful project delivery. These qualifications shall be stated in 30 pages or less.

Key personnel shall at a minimum include the following:

- Project Manager to serve as the central point of contact for all activities, who meets the following requirements:
 - ✓ A minimum of 8 years experience in the development of P3 projects.
 - ✓ 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.
- Expert Financial Consultant, who meets the following requirements:
 - ✓ A minimum 5 years experience in development and delivery of alternative and innovative finance for P3s.

- ✓ 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.
- Expert Technical and Contractual Consultant, who meets the following requirements:
 - ✓ A minimum 5 years experience in development and delivery of P3s.
 - ✓ 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 P3s.
 - ✓ Must be a licensed Professional Engineer in Illinois or have a licensed Professional Engineer in Illinois on staff.
- Expert Legal Consultant, who meets the following requirements:
 - ✓ A minimum 5 years experience in P3s 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 requirement for P3s.
 - ✓ Licensed to practice law in Illinois or have someone on staff who is licensed to practice law in Illinois.
- Public Relations Lead:
 - ✓ A minimum of 5 years experience in public relations.
 - ✓ A proven record of providing public relations assistance and guidance to public sector transportation agencies for development and delivery of transportation projects, including with press releases and public meetings.

Organizational Capability

- The proposal should demonstrate the capabilities of key personnel, their roles, and how each firm's capabilities have been utilized on other relevant projects.
- Provide a narrative and an organizational chart that describes the roles of each firm in the team.
- Provide a narrative and graphics to describe the process and tools that will be used to ensure efficient and timely delivery of services.
- Provide information on any past experience with firms or individuals on team working together.
- The P3 Advisor Project Manager will be the Department's main point of contact. However, the Department may also have direct contact with Expert Financial Consultant, the Expert Technical and Contractual Consultant, the Expert Legal Consultant, and the Public Relations Lead.
- The project team should also include an Insurance Advisor.

Relevant Experience

The Proposal should demonstrate:

- Proven and relevant experience regarding the development of a P3 procurement strategy for P3 projects including different financial models and delivery options.
- Proven and relevant experience in the delivery and execution of a P3 project, including RFI, RFQ, RFP, and Commercial and Financial Close, especially as it relates to Managed Lanes projects.
- Specialized competence related to the Technical, Financial and Legal aspects of a P3 procurement and execution, including IDOT prequalification in Environmental Assessment and Freeways.
- Competence in project controls and overall project management.
- Proven and relevant experience regarding public relations, including press releases, and public meetings for major transportation projects.

1.7. SUBCONTRACTING

- 1.7.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. If subcontractors are to be utilized, Offeror must identify subcontractors with an annual value of more than

\$50,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.

- 1.7.2. The Offeror shall notify the State and receive approval of any additional or substitute subcontractors hired during the term of this contract. If requested, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.
- 1.7.3. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.8. WHERE SERVICES ARE TO BE PERFORMED

- 1.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.
- 1.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

Include Section 1 and any attachments in Packet 1

2. SECTION 2 - PRICING

- 2.1. FORMAT OF PRICING:** 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.
- 2.2. METHOD AND RATE OF COMPENSATION:** Identify the method of charging (hourly) and provide the rate for each labor category. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown.
- 2.3. MAXIMUM COMPENSATION FOR SUPPLIERS AND SERVICES:** (Fully Loaded Hourly Rates (see table below))

Proposed Personnel Costs: Vendor must complete the following table indicating the labor category, position or title, and total cost per hour for each individual Vendor proposes to employ in performing this Contract. The total cost per hour stated for each individual shall be a fully-loaded hourly rate inclusive of salary, benefits, insurance, overhead, equipment expense, and other associated expenses.

A. VENDOR DIRECT LABOR		
LABOR CATEGORY	POSITION/TITLE	FULLY-LOADED HOURLY RATE
1.		
2.		
3.		
4.		
B. SUBCONTRACTORS		
COMPANY NAME (Note if DBE) LABOR CATEGORY	POSITION/TITLE	FULLY-LOADED HOURLY RATES
1.		
2.		

- 2.4. EXPENSES:** Unless otherwise specified, this contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

- 2.4.1. **Travel Expenses:** Expenses related to travel (i.e. mileage, lodging, per diem, air fare, rental car) must be pre-approved by the Agency and will only be reimbursed at the rates established by the Governor's Travel Control Board, when properly documented. Undocumented travel expenses will not be reimbursed by the Agency.
- 2.5. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.
- 2.6. **RENEWAL COMPENSATION:** If the contract is renewed, the price shall be at the same rate as for the contract term.
- 2.7. **ESCALATIONS:** Normal escalations will be allowed.

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE OF 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.

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE



STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Transportation Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Department cannot confirm compliance, it will not be able to consider a Offeror'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 employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Transportation Procurement Bulletin (or issuance date if not published).

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://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx>.
 - 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 5 years from the execution of this contract. If a start date is not identified, 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: A single renewal term of 5 years.

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. AVAILABILITY OF APPROPRIATION:

- 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 <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.
- 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:

Department:	Illinois Department of Transportation, District One
Attn:	Ken Eng, P.E.
Address:	201 West Center Court
City, State Zip	Schaumburg, Illinois 60196-1096

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 requested, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If requested, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. 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, Vendor must promptly notify, by written amendment to the Contract, the Department 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 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 Department, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under 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 additional 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 venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer 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 Department's director or University's president 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 <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1865&ChapterID=50>.

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 Department 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 Department, 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 Department 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; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

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 Department the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

28. HIRING: Pursuant to Section 15-25 of the Illinois Procurement Code, vendors are encouraged to hire qualified veterans, as defined by Section 45-67 of the Illinois Procurement Code, and qualified Illinois minorities, women, persons with disabilities, and residents discharged from any Illinois adult correctional center.

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1. Department Supplemental Provisions:

Department Definitions

[Click here to enter text](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text](#)

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[Click here to enter text](#)

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

See paragraph 2.4.

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.

See paragraph 2.4.

Department Specific Terms and Conditions

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

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

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

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 Department pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Department directives. Information regarding the cost principles in Title 48,

Code or Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website: <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm>

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

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 Department, shall:

- Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Department may require;
- Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Vendor;
- Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- Cooperate in good faith with the Department, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- Immediately return to the Department any payments made by the Department for services that were not rendered by the Vendor.

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

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

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

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

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

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

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

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

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 \$50,000 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 Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

3. All subcontracts over \$50,000 must include certifications. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor 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 July 1 of each year that this contract remains in effect.

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and 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 on violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Department grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over

\$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

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

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

or

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the offering entity or parent entity? YES NO
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES NO
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the offering entity's or parent entity's distributive income? YES NO

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor (\$106,447.20)? YES NO

(Note: Only one set of forms needs to be completed per person per request for proposal even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)	
NAME:	_____
ADDRESS:	_____ _____
Type of ownership/distributable income share:	
Stock <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>
Partnership <input type="checkbox"/>	Other <input type="checkbox"/> (explain on separate sheet):
% or \$ value of ownership/distributable income share: _____	

2. **Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

- (a) State employment, currently or in the previous three years, including contractual employment of services.

Yes No

If your answer is yes, please answer each of the following questions.

- 1) Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority?

Yes No

- 2) Are you currently appointed to or employed by any agency of the state of Illinois? If you are currently appointed to or employed by any agency of the state of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name of the state agency for which you are employed and your annual salary:

- 3) If you are currently appointed to or employed by any agency of the state of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7-1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor?

Yes No

- 4) If you are currently appointed to or employed by any agency of the state of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes No

-
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous two years?

Yes No

If your answer is yes, please answer each of the following questions.

- 1) Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority?

Yes No

- 2) Is your spouse or any minor children currently appointed to or employed by any agency of the state of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the state of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the state agency for which he/she is employed and his/her annual salary.

-
- 3) If your spouse or any minor children is/are currently appointed to or employed by any agency of the state of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7-1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes No

- 4) If your spouse or any minor children are currently appointed to or employed by any agency of the state of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes No

-
- (c) Elective status; the holding of elective office of the state of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the state of Illinois or the statutes of the state of Illinois currently or in the previous three years?

Yes No

-
- (d) Relationship to anyone holding elective office currently or in the previous two years; spouse, father, mother, son or daughter?

Yes No

(e) Appointive office; the holding of 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 the expenses incurred in the discharge of that office currently or in the previous three years?

Yes No

(f) Relationship to anyone holding appointive office currently or in the previous two years; spouse, father, mother, son or daughter?

Yes No

(g) Employment, currently or in the previous three years, as or by any registered lobbyist of the state government?

Yes No

(h) Relationship to anyone who is or was a registered lobbyist in the previous two years; spouse, father, mother, son or daughter?

Yes No

(i) Compensated employment, currently or in the previous three years, by any registered election or re-election committee registered with the Secretary of State or any county clerk of the state of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last two years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the state of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

Yes No

3. **Communication Disclosure.** Disclose the name and address of each lobbyist and other agent of the firm or offeror who is not identified in Section 2 of this form, who has communicated, is communicating, or may communicate, with any state officer or employee concerning the request for proposal, bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): _____

4. **Suspension or Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: _____
Signature of Individual or Authorized Officer Date

NOT APPLICABLE STATEMENT

Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the FIRM listed on the previous page.

Signature of Authorized Officer Date

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form B
Other Contracts &
Procurement Related Information
Disclosure**

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

Disclosure of the information contained in this form is required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for request for proposals in excess of \$50,000 and for all open-ended contracts. This Form B must also be completed for subconsultant agreements with a total value of more than \$50,000 from subconsultants identified in Section 20-120 in the Illinois Procurement Code and for all open-ended subconsultant agreements.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

- Identifying Other Contracts & Procurement Related Information.** The firm shall identify whether it has any pending contracts (including leases), statements of interest, bids, proposals, or other ongoing procurement

relationship with any other state of Illinois agency: Yes No

If “No” is checked, the firm only needs to complete the signature box on the bottom of this page.

- If “Yes” is checked**, identify each such relationship by showing state of Illinois agency name and other descriptive information such as PTB or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS.

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____ Signature of Authorized Representative	_____ Date
--------------------------	-------------------------------------------------	---------------

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity’s or parent entity’s distributive income or holding less than 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS IN 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)
2. [Click here to enter text](#) Business Headquarters (address, phone and fax)

[Click here to enter text](#)

[Click here to enter text](#)

[Click here to enter text](#)
3. If a Division or Subsidiary of another organization provide the name and address of the parent

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

[Click here to enter text](#)
5. [Click here to enter text](#)
6. Name of Chief Executive Officer

[Click here to enter text](#)
7. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)

[Click here to enter text](#)

[Click here to enter text](#)

[Click here to enter text](#)

[Click here to enter text](#)

[Click here to enter text](#)

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

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

[Click here to enter text](#)
10. Length of time in business

[Click here to enter text](#)
11. Annual Sales for Offeror's most recently completed fiscal year

[Click here to enter text](#)

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

[Click here to enter text](#)

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

12.1 Minority (30 ILCS 575/2(A)(1) & (3)) Yes

12.2 Female (30 ILCS 575/2(A)(2) & (4)) Yes

12.3 Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes

12.4 Disadvantaged (49 CFR 6) Yes

12.5 Veteran (30 ILCS 500/45-57) Yes

12.6 Small Business (30 ILCS 500/45-45) Yes

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

Provide references from established firms or government agencies other than the procuring Department that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

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

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

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

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT LL

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

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

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

Signed:

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

Date: [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) |

Corporation NOT providing or billing
medical and/or health care services

C = corporation
 P = partnership

Signature of Authorized Representative: _____

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

STATE OF ILLINOIS
DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION
AND 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 **10%** 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 fo [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:

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 agency 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: 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 agency 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.

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

[Click here to enter text](#)

Signature

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

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

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

Subscribed and sworn before me this

_____ day of _____, 20_____

Notary Public

My Commission expires:_____

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

[Click here to enter text](#)

Signature

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

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

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

Subscribed and sworn before me this

_____ day of _____, 20_____

Notary Public

My Commission expires:_____

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