

STATE OF ILLINOIS INVITATION FOR BID

Illinois Department of Transportation
Trailer Mounted Engine Generator Systems and Transfer Switches
Reference No. 2018-09

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

Brief Description:

The Illinois Department of Transportation is seeking bids for the purchase of two (2), trailer-mounted, packaged engine generator systems and five (5), non-automatic transfer switches with generator connection cabinets and cables. Detailed equipment specifications have been included in this solicitation.

The resulting contract with the awarded Bidder shall have an initial term upon execution through June 30, 2018. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60.

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

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

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

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SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION

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

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

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

<http://www.idot.illinois.gov/doing-business/procurements/other-procurement-opportunities/index>

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

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

Solicitation Contact: Mark Windsor	Phone: 217-524-3015
Agency: Illinois Department of Transportation	Email: mark.windsor@illinois.gov
Street Address: 2300 S. Dirksen Parkway, Rm 302	
City, State Zip: Springfield, IL 62764	

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

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Solicitation Contact no later than February 14, 2018. Questions received and Department responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin. Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss, directly or indirectly, the solicitation or any Bid with any State officer or employee other than the Solicitation Contact.

A.6 REQUIRED MEETINGS

Bidder Conference/Site Visit: Yes No

Mandatory Attendance: Yes No

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

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

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

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

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

A.7.1. Bid Due Date & Time

Date: February 21, 2018

Time: 11:00 a.m. CST

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

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A.7.3. Submit/Deliver Paper Bids To:	Label (outside of envelopes/containers):
Agency: Illinois Department of Transportation	“Sealed Bid – Do Not Open”
Attn: Mark Windsor	Project Title & Reference #: Trailer Mounted Generator Systems and Transfer Switches / 2018-09
Address: 2300 S. Dirksen Parkway, Rm 302	Due Date & Time: 2/21/18, 11:00 a.m. CST
City, State Zip: Springfield, IL 62764	<i>Vendor Name</i>
	<i>Vendor City, State and Zip</i>

Please note: If you are enclosing your sealed bid in a carrier’s container, write **2018-09 Trailer Mounted Generator Systems and Transfer Switches** on the outside of that container so the Department can process your package accordingly and without delay.

A.8 ORGANIZATION REQUIRED: Bids may be submitted in as few as three and as many as five packets. Please follow these instructions carefully.

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

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

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

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

A.8.2.2. Additional Bidder Provisions may be stated on the Exceptions to Solicitation Contract Terms and Conditions form, but should not include exceptions to Agency specifications, terms and conditions, or any other part of this

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solicitation. This is supplemental information that supports a Bidder’s position or, for example, a Bidder’s licensing agreement.

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

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

Separately seal and label each packet.

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

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
Contract and if applicable a Redacted copy, Attachment JJ – PACKET 1	1	1	0
SECTION 2 Part B (OFFER), ATTACHMENT HH and applicable forms—PACKET 2	1	1	0
ATTACHMENTS BB through GG and II– PACKET 3	1	1	0

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

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- A.11 SMALL BUSINESS SET-ASIDE:** Yes No. If “Yes” is marked, Bidder must be qualified by the Small Business Set-Aside Program at the time Bids are due in order for the Bid to be evaluated.
- A.12 MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Bidder awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.13 FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.14 EMPLOYMENT TAX CREDIT:** Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.15 GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with “ILCS.” Bidder may view the full text at (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code Part 6 are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).
- A.16 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Bids become the property of the State. All Bids will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Bidder requests in its Bid that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Bidder’s name, the substance of the Bid, and the price.

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submitting Bids in Section A.10) of the bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks confidential treatment

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and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure. Bidder must label the attachment as “Redacted” and return it in Packet 1.

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

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

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

A.19 REFERENCES: Yes No. If “Yes” is marked, Bidder must provide references from established private firms or government agencies other than from the procuring Department, which can attest to Bidder’s experience and ability to perform the contract that is the subject of this solicitation. Bidder must provide the name, contact information and a description of the supplies or services provided using the form ATTACHMENT II.

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Type of References: n/a

Number of Each Reference Type: n/a

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

See section 4.1.7 of the contract for Invoice Addresses.

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

A.21 PROTEST REVIEW OFFICE: Bidders may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 6.420. For protests related to specifications, the Protest Review Office must physically receive the protest no later than seven (7) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than seven (7) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

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

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

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

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

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

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- A.22.1.3. Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in ATTACHMENT BB.
- Illinois Department of Human Rights Public Contracts Number: Bidder may complete and return the IDHR Public Contract Number form in ATTACHMENT CC.
 - Standard Certifications: Bidder shall complete and return the Standard Certifications form in ATTACHMENT DD.
 - Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in ATTACHMENT EE.
 - Disclosure of Business Operations with Iran: Bidder shall complete and return the Disclosure of Business Operations with Iran form in ATTACHMENT FF.
 - Business and Directory Information: Bidder shall complete and return the Business and Directory Information form in ATTACHMENT GG.
 - Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in ATTACHMENT JJ.
- A.22.1.4. The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Bidder meets a particular requirement, the State may waive that requirement.
- A.22.1.5. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- A.22.1.6. The State will determine whether Bids complied with the instructions for submitting Bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a Bidder correct deficiencies as a condition of further evaluation.

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

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

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

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

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

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

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

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

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

Does this solicitation contain a DBE goal? Yes No

If yes, then the DBE goal is: [Click here to enter text](#)

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

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

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

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

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

If yes, then the Veteran Small Business goal is: [Click here to enter text](#)

Veteran Small Business Liaison: Aundra Williams

Phone Number: (217) 782-5360

Email Address: Aundra.Williams@illinois.gov

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Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to Bid opening date. Go to <http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification. Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.

END OF INSTRUCTIONS

SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference #: Trailer Mounted Engine Generator Systems and Transfer Switches /2018-09

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

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

B.1 SOLICITATION AND CONTRACT REVIEW

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

Yes No

B.2 ADDENDA

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

Yes No N/A

B.3 BIDDER CONFERENCE

If attendance was mandatory, Bidder attended the Bidder Conference.

Yes No N/A

B.4 BID SUBMISSION

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

Yes No

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

Yes No

B.5 BOND

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

Yes No N/A

B.6 SMALL BUSINESS SET-ASIDE

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

Yes No N/A

B.7 PACKET 1 – CONTRACT

Yes No

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

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

B.8 PACKET 2 – OFFER

Yes No

B.8.1 Offer Yes No

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

B.9 PACKET 3

Yes No

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

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

B.9.3 Standard Certifications (ATTACHMENT DD) Yes No

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

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

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

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

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

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

B.11 PACKET 5 – VSB UTILIZATION PLAN

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

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

B.12 CONTRACT SIGNATURE

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

Yes No

B.13 SUBCONTRACTING

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

Yes No N/A

B.14 LOCATION OF PERFORMANCE

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

Yes No

B.15 REFERENCES

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

Yes No N/A

B.16 PRICING

Bidder has completed the PRICING part of the CONTRACT.

Yes No

B.17 EXCEPTIONS

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

No Exceptions

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

B.18 REQUEST FOR CONFIDENTIAL TREATMENT

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

No, Bidder is not requesting confidential treatment for this Bid

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

B.19 PREFERENCES

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

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

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

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

STATE OF ILLINOIS CONTRACT

Illinois Department of Transportation
Trailer Mounted Engine Generator Systems and Transfer Switches
Reference No. 2018-09

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

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES**

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

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Transportation
Trailer Mounted Engine Generator Systems and Transfer Switches
Reference No. 2018-09

VENDOR

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

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Transportation	Phone: 217-524-3015
Street Address: 2300 S. Dirksen Parkway	Fax: N/A
City, State ZIP: Springfield, IL 62764	
Official Signature:	Date:
Printed Name: Randall S. Blankenhorn	
Official's Title: Secretary of Transportation	
Legal Signature:	Date:
Legal Printed Name: Philip C. Kaufmann	
Legal's Title: Chief Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Jeff Heck	
Fiscal's Title: Chief Fiscal Officer, Director of Finance and Administration	

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Transportation
Trailer Mounted Engine Generator Systems and Transfer Switches
Reference No. 2018-09

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

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 2018-09
- Project Title: Trailer Mounted Engine Generator Systems and Transfer Switches
- Contract #: 2018-09
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- Reference #: 2018-09
- Publication Date:
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source: State Road Funds
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Department of Transportation is seeking bids for the purchase of two (2), trailer-mounted, packaged engine generator systems and five (5), non-automatic transfer switches with generator connection cabinets and cables. See Section 2.1.2 for specific delivery locations.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

Item #	Equipment Description	Quantity
1	Non-Automatic Transfer Switches with Generator Connection Cabinets with Cables Shall be in accordance with State of Illinois, Contract 2018-09 Special Provisions	5
2	Trailer Mounted Packaged Engine Generator Systems Shall be in accordance with State of Illinois, Contract 2018-09 Special Provisions	2

1.2.1. **Remanufactured Equipment:** Remanufactured and/or reconditioned equipment will not be accepted. All equipment must be newly manufactured.

1.2.2. **Waiver of Technical Variances:** The Illinois Department of Transportation reserves the right to waive minor informalities, deficiencies or technical variances which by their nature are restrictive to a given manufacturer, if in its' judgment, it would be in the best interest of the State to do so and it would not prejudice the rights of other bidders.

1.2.3. **Warranties:** Bidder shall provide detailed information concerning warranties of commercially acceptable quality, function, performance, service, parts and any other warranties offered, along with the bid.

Bidder may utilize the spaces provided below to detail type of warranty, duration of warranty and other pertinent information. Submit and refer to additional sheets as required.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. If within one year after delivery, the State discovers that the equipment does not meet an awarded specified requirement, the State may require the Vendor, at no charge to the State, to repair or replace the existing equipment with equipment that conforms to the specified requirement. This provision will apply to non-conformities discovered while repairing or maintaining the equipment and which would not be evident through the routine inspection upon delivery.

1.3.2. Parts Warehouse Address:

Provide address of nearest warehouse where a complete stock of parts is maintained for this equipment.

1.3.2. Serviceability will be a factor in award. Successful bidder shall either be able to provide service after purchase, or shall indicate other qualified service facilities able to service equipment, within a reasonable period of time at agency locations. Bidder shall provide documentation and enumerating service locations. Bidder may utilize spaces provide below. Failure to include such documentation shall result in disqualification of the bid. Submit and refer to additional sheets as required.

Ability to service:

Service lead time: _____

1.4. VENDOR / STAFF SPECIFICATIONS: Bids will only be accepted from established manufacturers or their authorized dealers. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer and that the manufacturer has agreed to supply the dealer with all quantities of products required by

the dealer in fulfillment of its obligations under any resultant contract with the State. Bidder must submit authorized dealer letter upon request.

- 1.5. TRANSPORTATION AND DELIVERY:** Delivery shall be made F.O.B. destination during the regular work week and during established receiving hours (8:00 am to 2:00 pm) unless previous arrangements are made with the locations to whom shipment is made. Vendor shall provide the delivery contact with a notification of shipment and estimated date of arrival. Shipment shall be made to the State of Illinois Department of Transportation, c/o the locations as listed in section 2.1, Pricing Table.

1.6. SUBCONTRACTING

Subcontractors are allowed.

- 1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

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

Amount to Be Paid: [Click here to enter text](#)

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

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

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

Amount to Be Paid: [Click here to enter text](#)

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

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

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.
- 1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).
- 1.6.5. Within fifteen (15) calendar days of when Vendor receives any payment from the State for performance that include services performed or materials supplied by a subcontractor, Vendor shall pay the subcontractor for the services or materials it supplied as part of the payment for performance from the State to Vendor. If Vendor, without reasonable cause, fails to make full payment of amounts due to subcontractor within fifteen (15) days after receipt of a payment under this Contract, Vendor shall pay to the subcontractor, in addition to the payment due, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. In the event that a dispute between Vendor and Subcontractor arises regarding payment for services performed or materials supplied under the Contract, the dispute resolution procedure outlined in Section 7(b) of the Illinois Prompt Payment Act, 30 ILCS 540/7(b) may be utilized by any aggrieved Subcontractor. Any payment or portion of a payment subject to this paragraph may only be withheld from a Subcontractor to which it is due for reasonable cause. Vendor shall not withhold retainage from a subcontractor. The State will not approve any delay or postponement of the 15 day payment requirement, above, except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the Illinois State Prompt Payment Act.

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

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

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

Value of services performed at this location: [Click here to enter text](#)

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

Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract. Award will be made by the complete low total to the responsible bidder offering the lowest responsive bid. The quoted prices shall be F.O.B. destination, freight prepaid to delivery location as specified.

2.1.2 Pricing shall be submitted in the following format:

Item/Description	Quantity	Unit Price	Total Extended Price
<p>Item 1: Non-Automatic Transfer Switches with Generator Connection Cabinets with Cables</p> <p>Shall be in accordance with State of Illinois, Contract 2018-09 Special Provisions</p> <p>MFR: _____ MODEL: _____</p> <p>Estimated Delivery Time After Receipt of Contract and Approval of Required Submissions:</p> <p>_____ Days</p> <p>Is the equipment offered in complete compliance with the Contract 2018-09 Special Provisions:</p> <p>___ Yes ___ No</p> <p>If No, please explain specifically why (attach additional sheets as necessary):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Delivery Information: IDOT Tuscola Storage Attn: Jason Ogle 1200 East US Highway 36 Tuscola, IL 61953 PH: 217-206-0185 (cell)</p>	5	\$ _____	\$ _____

Item/Description	Quantity	Unit Price	Total Extended Price
<p>Item 2: Trailer Mounted Packaged Engine Generator Systems</p> <p>Shall be in accordance with State of Illinois, Contract 2018-09 Special Provisions</p> <p>MFR: _____ MODEL: _____</p> <p>Estimated Delivery Time After Receipt of Contract and Approval of Required Submissions:</p> <p>_____ Days</p> <p>Is the equipment offered in complete compliance with the Contract 2018-09 Special Provisions:</p> <p>___ Yes ___ No</p> <p>If No, please explain specifically why (attach additional sheets as necessary):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Delivery Information: IDOT Tuscola Storage Attn: Jason Ogle 1200 East US Highway 36 Tuscola, IL 61953 PH: 217-206-0185 (cell)</p>	2	\$ _____	\$ _____

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Grand Total \$_____

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

2.3 EXPENSES ALLOWED: Expenses are not allowed.

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

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

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

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Agency Formula for Determining Renewal Compensation: [Click here to enter text](#).

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

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of Upon Execution to June 30, 2018. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

3.2 RENEWAL: N/A

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

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

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

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

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

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

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Vendor Assurance: The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy, as the Department deems appropriate, which may include, but not limited to:
 - 4.1.3.1 Withholding payments;
 - 4.1.3.2 Assessing Sanctions;
 - 4.1.3.3 Liquidated Damages; and/or
 - 4.1.3.4 Disqualifying the Vendor from future contracting as non-responsible.
- 4.1.4 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

- 4.1.5 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.6 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.7 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.7.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.
- 4.1.7.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Items 1 and 2: IDOT District 5 Operations, Attn: Jason Ogle, 13473 IL Hwy. 133, P.O. Box 610, Paris, IL 61944; phone 217-466-7292 or cell 217-206-0185.

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

- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

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

judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

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

4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

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

5. STATE SUPPLEMENTAL PROVISIONS

Department Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

- Department Specific Terms and Conditions

STATE OR FEDERAL AID SUPPLEMENTAL PROVISION

5.1.1 AGENTS AND EMPLOYEES:

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

5.1.2 PUBLICITY:

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

5.1.3 CONSULTATION:

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

5.1.4 ACCOUNTING:

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

5.1.5 THIRD PARTY BENEFICIARIES:

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

5.1.6 SUCCESSORS IN INTEREST:

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

5.1.7 VENDOR'S TERMINATION DUTIES:

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

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

5.1.8 OVERTIME:

Any overtime costs shall be incurred by the vendor.

5.1.9 USE OF WORK PRODUCT:

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

- 5.1.9.1** Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;
- 5.1.9.2** With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;
- 5.1.9.3** To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;
- 5.1.9.4** Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

- 5.1.9.5** Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;
- 5.1.9.6** The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and
- 5.1.9.7** Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

ATTACHMENTS

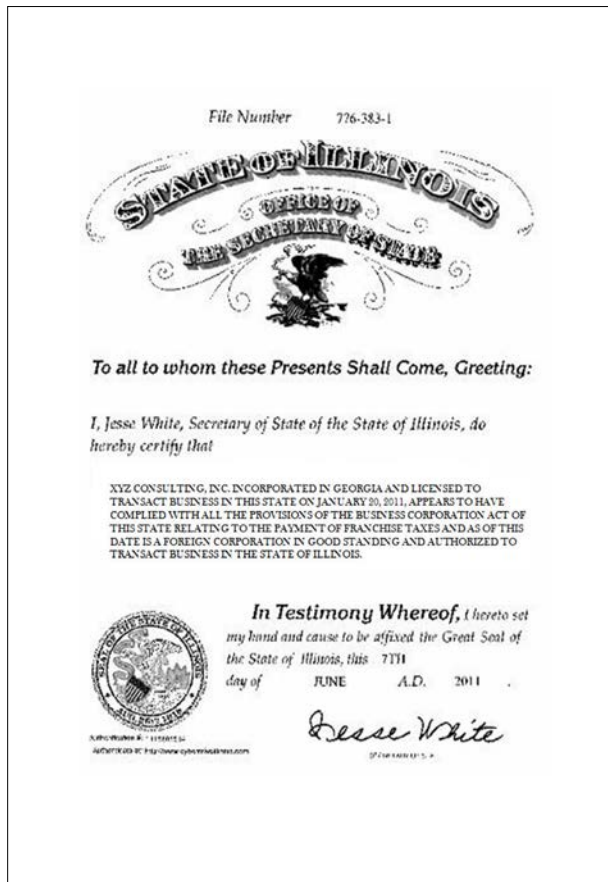
**ATTACHMENT BB
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS**

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

Certification #31 requires Vendor to check one of three boxes representing its status. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

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

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



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

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

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

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

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

- 1.2 If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
- 1.3 Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 1.4 Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 1.5 If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 1.6 Offeror may obtain an application form by:
- 1.6.1 Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 1.6.2 Internet: You may download the form from the Department of Human Rights' website at <https://www.illinois.gov/dhr/publiccontracts/pages/default.aspx>.
- 1.6.3 Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**ATTACHMENT DD
STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

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

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

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

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

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

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

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

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

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

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

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

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

Vendor must make one of the following two certifications by checking the appropriate box.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

- C. Vendor certifies that it is a legal entity, and understands that it will be required to register with the Illinois Secretary of State as a corporation or LLC prior to contract execution. The State may require Vendor to provide evidence of compliance before award.

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

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.

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

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

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

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

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

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

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

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

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

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

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

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

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

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

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

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

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

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

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

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

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

Yes No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois
-------------------	---------------	--------	-------	----------------------------------

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

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

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

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

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

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

Signature: _____

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

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

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

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

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

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

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

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

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

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

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

[Click here to enter text](#)

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

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

1. Business Headquarters (address, phone and fax)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)

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

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

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

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

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

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

10. Length of time in business

[Click here to enter text](#)

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

[Click here to enter text](#)

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

[Click here to enter text](#)

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

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

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

EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

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

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

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

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

**ATTACHMENT II
STATE OF ILLINOIS
REFERENCES**

REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I certify that:

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

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

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

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

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

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

Taxpayer Identification Number:

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

or

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

Legal Status (check one):

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

Signature of Authorized Representative: _____

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

END OF ATTACHMENTS

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2018

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-18)

SUPPLEMENTAL SPECIFICATIONS

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LOCATION OF PROJECT 3
DESCRIPTION OF PROJECT 3
EQUIPMENT PROCUREMENT FOR PUMP STATION ELECTRICAL WORK 4

**STATE OF ILLINOIS
Contract 2018-09
SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, REVISED January 1, 2018, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of IL-119, US-136, US-45 and US-36; Champaign, Douglas and Vermilion Counties (related, but not a part of this equipment purchase); Contract No. 2018-09 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

**LOCATION OF PROJECT
(Background Information Only)**

The project includes equipment procurements for backup power at five (5) pump station locations. Location 1 is in Alvin on the south side of IL-119, (40°17'56.74"N, 87°36'26.30"W). Location 2 is in Rantoul on the south side of US-136, (40°18'28.85"N, 88°9'39.99"W). Location 3 is in Tolono on the west side of US-45 (39°58'58.80"N, 88°15'50.59"W). Location 4 is in Tuscola on the north side of US-36 (39°47'30.55"N, 88°17'29.89"W). Location 5 is in Tuscola on the south side of US-36 (39°47'29.67"N, 88°18'16.52"W).

DESCRIPTION OF PROJECT

This project consists of the procurement of equipment to accommodate connection of portable generators at the following pump stations: Alvin, Rantoul, Tolono, Tuscola East and Tuscola West.

The items of work are as follows:

- Procurement of two (2) portable generators
- Procurement of four (4) Service Entrance Rated Non-Automatic Transfer Switches
- Procurement of one (1) Non Service Entrance Rated Non-Automatic Transfer Switch
- Procurement of five (5) Generator Connection Cabinets with Cables

The Vendor will be responsible for submitting shop drawing to the Department; following approval of shop drawings the equipment shall be factory tested and Delivered to the District 5 Maintenance Yard in Tuscola, Illinois.

This Special Provision must be included in each subcontract agreement (if applicable).

Compliance with this Special Provision shall be included in the cost of the contract and no additional compensation will be allowed for any costs incurred.

EQUIPMENT PROCUREMENT FOR PUMP STATION ELECTRICAL WORK

Non-Automatic Transfer Switch

Description

Manufacturer shall provide five (5) non-automatic transfer switches (NTS) in accordance with the Standard Specifications, except herein specified. Switches shall be electrically operated, non-automatic transfer switch type. All transfer switches, control panels, and accessories shall be of the same manufacturer. Manufacturer shall have experience in manufacturing equipment of the types and capacities indicated.

A NTS shall include but not be limited to the following components;

- a) An indoor mounted NTS, manually operated (configured for future automatic operation, with integral service entrance breaker and external connection cabinet). The NTS shall include: the number of poles, amperage, voltage, and withstand current ratings as specified herein. The NTS shall consist of an inherently double throw power transfer unit.
- b) A microprocessor controller, interconnected to provide push-button load transfer from one power source to another.
- c) An enclosure for the NTS that is suitable for service entrance. It shall provide all of the proper disconnecting, overcurrent protection, grounding and bonding required for service entrance equipment.
 - a. Non-automatic transfer switch for Rantoul is not required to be service entrance rated.
- d) A generator connection cabinet with back box, cam-lock connectors, cover, and other accessories as needed on the outside of the building for connection of a 60kW portable emergency generator.
- e) Warranty, service and technical support shall be furnished as specified herein.

Codes and Standards

- a) The manufacturer shall provide a completely factory assembled, wired, tested and labeled NTS.
- b) Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).
 1. Term "NRTL" shall be defined in OSHA Regulation 1910.7.
 2. Terms "listed" and "labeled" shall be as defined in National Electrical Code (NEC) Article 100.

- c) The NTS and accessories shall conform to the following requirements as applicable:
1. NFPA 70 – NEC
 2. NEC ARTICLE 702
 3. NFPA 110 Emergency and Standby Power Systems
 4. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
 5. NEMA Standard ICS10 - 1993 (formerly ICS2-447) - AC Transfer Switch Equipment
 6. INTERNATIONAL STANDARDS ORGANIZATION ISO 9001
 7. UL 508A INDUSTRIAL CONTROL PANELS
 8. UL 891 SUITABLE FOR USE ONLY AS SERVICE EQUIPMENT
 9. UL 1008 Standard for Non-Automatic Transfer Switches

Submittal Requirements

- a) Product Data:
1. Submit for each NTS and connection cabinet; dimensioned plans, sections and elevations showing minimum clearances, conductor entry provisions, gutter space, installed features and devices; and a materials list.
 2. Wiring diagrams (elementary or schematic) differentiating between manufacturer-installed and field-installed wiring.
 3. Single-line diagrams of NTS showing connection between switch and connection cabinet.
 4. Records of successful in-service performance.
- b) Certified test reports of laboratory tests, field tests and observations.
- c) Manufacturer's certificate of compliance to referenced standards and tested short-circuit closing and withstand ratings applicable to protective devices and current ratings used in this project, as indicated and specified herein.
- d) Operation and Maintenance (O&M) Data:
1. Include features and operating sequences, automatic and manual.
 2. List factory settings of breaker and relays and provide relay setting and calibration instructions.

Service and Technical Support

- a) Emergency service shall be provided from a manufacturer maintained service center capable of providing emergency maintenance and repairs to Alvin, Rantoul, Tolono, Tuscola East, and Tuscola West, IL with a 4 hour maximum response time.
- b) In addition, technical assistance shall be available by phone on a 24/7 basis with a knowledgeable, factory trained service technician. Technical support shall be provided as needed and at no cost during the warranty period.

- c) The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years. Replacement parts shall be maintained for a minimum of 10 years.
- d) For ease of maintenance and parts replacement, the switch nameplate shall include drawing numbers and part numbers for the main coil and control.
- e) The NTS manufacturer shall provide the Department with three (3) copies of an operations manual for the switch with accessories as defined herein.

Warranty

- a) All equipment shall be unconditionally warranted for a minimum period of (1) one year after delivery and written receipt and acceptance from the Department.
- b) Any defects in materials or workmanship during the warranty period shall be immediately replaced in kind at no cost to the Department with new equipment of the same make and model number.

Material

- a) NTS
 - 1. Approved NTS manufacturers: ASCO, G.E. Zenith, Russelectric, PSI Control Solutions or approved equal.
 - 2. The NTS voltage systems shall be as stated 277/480V, 3 phase, 4 wire, 200A (Rantoul Pump Station), 120/240, 3 phase, 4 wire, 250A (Alvin, Tolono, Tuscola East and Tuscola West Pump Stations). NTS shall be configured as 3 pole, solid neutral with delayed midpoint.
 - 3. The NTS shall be electrically operated and mechanically held in both directions. The electrical operator shall be a single-solenoid mechanism, momentarily energized. Main operators which include overcurrent disconnect devices will not be accepted. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.
 - 4. The NTS shall be capable of transferring load in either direction with either or both sources energized.
 - 5. The NTS shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
 - a. All main contacts shall be silver to silver type unless noted otherwise.

- b. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. A manual operating handle shall be provided for maintenance purposes. The handle shall permit the operator to manually stop the contacts at any point throughout their entire travel to inspect and service the contacts when required.
6. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable. Interlocked molded case circuit breakers or interlocked contactors are not acceptable.
 7. The NTS normal power connection shall be provided with a thermal magnetic rated molded case circuit breaker disconnect according to Art 1068.01(e) of the Standard Specifications.
 - a. Breaker shall be by Eaton, Square-D, General Electric or Siemens.
 - b. Breaker shall be integral to NTS and service entrance rated.
 - c. Breaker shall be equipped with a through door operator that is padlockable.
 - d. Breaker rating shall match transfer switch.
 - e. Lugs to accommodate #250 KCMIL per phase and neutral and #4 ground.
 8. The NTS shall be rated to close on and withstand the available rms symmetrical short circuit current at the NTS terminals with the type of overcurrent protection shown on the plans. WCR NTS ratings shall be as follows when used with specific circuit breakers (units - Amperes):

e) NTS Size	Withstand & Closing Rating MCCB*	f) W/CLF*
30 – 200	22,000	200,000
225 – 400	42,000	200,000
600 – 1200	65,000	200,000
1600 – 2000	85,000	200,000
2600 – 3000	100,000	200,000

*MCCB = Molded Case Circuit Breaker & *W/CLF = With current limiting fuse
 9. The NTS shall have pilot lights to indicate the source to which load is connected and which source is available, green for normal and red for emergency. The pilot lights shall be the push-to-test LED type: NEMA ICS 2, heavy-duty type..
 10. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully-rated AL-CU pressure connectors shall be provided. The minimum temperature rating of the connectors shall be 75 degrees C.

b) Microprocessor Controller with Control Interface Panel

1. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and inherent Ethernet communications capability. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.

2. The controller shall be a fully automatic transfer switch controller setup for manual operation that can be easily converted to fully automatic operation in the future.
3. The controller shall have the following features at a minimum:
 - a. Voltage sensing for each phase of normal service. Pick-up voltage adjustable from 85% to 100% nominal and drop-out voltage adjustable from 75% to 98% pick-up value. Factory set for pick-up at 90% and drop-out at 85%.
 - b. Time-delay override of normal source voltage sensing delays in transfer and engine start signals. Adjustable from 0 to 6 seconds and factory set at 1 second.
 - c. Voltage/Frequency Lockout Relay to prevent premature transfer. Voltage pick-up adjustable from 85% to 100% nominal and factory set at 90%. Pick-up frequency adjustable from 90% to 100% nominal and factory set to pick-up at 95%.
 - d. Retransfer time delay adjustable from 0 to 30 minutes and factory set at 10 minutes. Provides automatic defeat of delay upon loss of voltage or sustained undervoltage of emergency source when normal source has been restored.
 - e. Test switch to simulate normal source failure.
 - f. Transfer override switch which keeps switch connected to the emergency source regardless of condition of normal source. Pilot light indicates status.
 - g. Unassigned auxiliary contacts, 2 normally open single pole double throw contacts for each switch position rated 10 amps at 240 VAC.
 - h. Engine starting contacts, gold flashed or gold plated, rated 10 amps at 32 VDC, one normally open and one normally closed.
 - i. Engine shutdown contacts that are time delay adjustable from 0 to 5 minutes and factory set at 5 minutes.
4. The controller shall be enclosed with a protective cover and be mounted separate from the NTS for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers.
5. An Ethernet interface shall be provided to allow remote monitoring and control by future communication system.
6. An industrial grade 16 mm type selector switch transfer control shall be provided to transfer between the normal and emergency sources. Large, legible nameplates shall be permanently attached and located for clear identification for each operating position. In the same manner, all controls, indicators, and functions shall be plainly identified.

7. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:

- a. ANSI C37.90A/IEEE 472 Voltage Surge Test
- b. NEMA ICS – 109.21 Impulse Withstand Test
- c. IEC801-2 Electrostatic discharge (ESD) immunity
- d. ENV50140 and IEC 801 – 3 Radiated electromagnetic field immunity
- e. IEC 801 – 4 Electrical fast transient (EFT) immunity
- f. ENV50142 Surge transient immunity
- g. ENV50141 Conducted radio-frequency field immunity
- h. EN55011 Group 1, Class A conducted and radiated emissions
- i. EN61000 – 4 – 11 Voltage dips and interruptions immunity

c) Enclosure

1. The NTS shall be furnished according to Section 825 of the Standard Specifications and in a NEMA type 4X enclosure.
2. Controller shall be flush-mounted display with LED indicators for switch position and source availability. It shall also include a selector switch for manual transfer to normal and emergency.
3. The complete assembly shall be degreased, and thoroughly cleaned through a five-stage aqueous process. The finish shall be ANSI-61, light gray, electrostatically-charged polyester powder paint over a phosphate coating, at a minimum of 2.0 mils in density. Finish shall be suitable for indoor and outdoor environments.
4. The connection between the integral service entrance rated breaker and the NTS shall be made with the appropriate size cable.
5. A pressure disconnect link shall be provided to disconnect the normal source neutral connection from the emergency and load neutral connections for 4-wire applications. A ground buss with multiple lug positions shall be provided.
6. Control wiring shall be rated for 600 volt, UL 1015. Wires shall be placed in wire duct or harnessed, and shall be supported to prevent sagging or breakage from weight or vibration. All wiring to hinged doors shall be run through door terminal blocks or connection plugs.

d) Generator Connection Cabinet and Back Box

1. Permanent Bus in Cabinet:
 - a. Compression lugs.
 - b. Capable of accepting 1 - #250KCMIL cable/phase and neutral and 1 - #4 AWG ground.

2. Generator Connections in Cabinet:
 - a. Leviton Series Male Panel Receptacles.
 - b. Phase, neutral and ground receptacles shall be sized based on ampacity of cables.
 - c. Provide color coded insulating sleeves for receptacles.
3. Generator Cables:
 - a. Leviton Series 16 Female Detachable Plugs – double set screw connections, 1 per cable.
 - b. 1 - #2/0 plug per phase, 1 #2/0 plug per neutral, and 1 - #2/0 ground plug.
 - c. Provide color coded insulating sleeves for plugs, non-vulcanized.
 - d. See Trailer Mounted Portable Generator Systems Section for cable requirements.
4. The connection cabinet shall be NEMA 3R rated.

Tests and Certification

- a) The complete NTS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- b) The manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- c) The NTS manufacturer shall be certified to ISO 9001 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001.
- d) Correct deficiencies identified by tests and prepare for retest. Verify equipment meets specified requirements.
- e) Maintain written records of observations and tests. Report defective materials and workmanship, and retest corrected items.

Delivery

- a) Equipment shall be packaged for shipment in accordance with manufacturer's standard practice.
- b) Prior to delivery of equipment a one week written notice shall be sent to the Engineer informing him/her of the date of shipment.

- c) Equipment shall be delivered by truck to the Team Section (Maintenance Yard) in Tuscola, Illinois.
- d) Equipment shall be unloaded from the truck into the Team Section facilities by the Vendor as directed by the Engineer.

Basis of Payment

This work shall be paid for at the contract lump sum price for NON-AUTOMATIC TRANSFER SWITCH, which price shall be payment in full for all manufacturing, labor, factory testing, and delivery of equipment as described herein.

TRAILER MOUNTED PACKAGED ENGINE GENERATOR SYSTEMS

DESCRIPTION

Manufacturer shall provide two (2) portable engine-driven diesel generators as directed by the Engineer, and in accordance with the Standard Specifications, except as herein specified.

a) Design Requirements:

- 1. System Includes: Standby-rated, automatically started diesel engine coupled to ac generator unit. Engine and generator are factory-mounted and factory-aligned on structural steel skid and mounted on trailer. Subsystems and auxiliary components and equipment are as indicated.
- 2. Environmental Conditions: Engine generator system withstands following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - a. Ambient Temperature: -15 to +40 degrees Celsius.
 - b. Altitude: Sea level to 1,000 feet (300 meters).

b) Performance Requirements:

- 1. Functional Description: Switching "On-Off" switch on generator control panel to "On" position starts generator set. "Off" position of same switch initiates shutdown of unit. When unit is running, specified system or equipment failures or derangements automatically shut down unit and initiate alarms.

2. System Performance

- a. Steady-State Voltage Operational Bandwidth: 1% of rated output voltage from no load to full load.
- b. Steady-State Voltage Modulation: Less than 0.25 Hertz.
- c. Transient Voltage Performance: Not more than 10% variation for 50% step-load increase or decrease. Voltage recovers to remain within steady-state operating band within 2 seconds.
- d. Steady-State Frequency Operational Bandwidth: 0.5% of rated frequency from no load to full load.
- e. Steady-State Frequency Stability: When system is operating at constant load within rated load, there are no random speed variations outside steady-state operational band and no regular or cyclical hunting or surging of speed.
- f. Transient Frequency Performance: Less than 3 Hz variation for 50% step-load increase or decrease. Frequency recovers to remain within steady-state operating band within 3 seconds.
- g. Output Waveform: At no load, harmonic content measured line-to-line or line-to-neutral does not exceed 5% total and 3% for single harmonics. Telephone influence factor determined according to NEMA MG1 does not exceed 50.
- h. Sustained Short-Circuit Current: For 3-phase bolted short circuit at system output terminals, system will supply minimum of 300% of rated full-load current for not less than 10 seconds and then clear fault automatically, without damage to any generator system component.
- i. Temperature Rise of Generator: Within acceptable limits for insulation systems used according to NEMA MG 1 when operating continuously at standby rating conditions. Temperature rise shall not exceed 125 degrees Celsius.
- j. Nonlinear Load Performance: System performance is not degraded from that specified in this Article by continuous operation, with load current having minimum total harmonic content of 15% root mean square (rms), and minimum single harmonic content of 10% rms.
- k. Starting Time: Maximum total time period for cold start, with ambient temperature at low end of specified range, is 10 seconds. Time period includes output voltage and frequency settlement within specified steady-state bands.

Material

- a) Approved Engine Generator Sets Manufacturer's: Cummins, Kohler Co., MTU, and Caterpillar. Generator Set is defined as the alternator and engine combination; Generator Set shall be manufacturer at one of the named Manufacturer's facilities.

- b) Ratings:
1. 3-phase, 4-wire, 60 Hz, 60 kW, 75 kVA.
 2. Multiple voltage selector switch (277/480 VAC/3 phase or 208/120 VAC/3 phase or 120/240 VAC/ 1 phase)
- c) Motor starting kilovoltamp (KVA) of 231.2 minimum required to start and operate following load steps without exceeding 35% maximum voltage dip, 15% maximum frequency dip, and with return to steady state in less than 2 seconds. Manufacturer shall coordinate to verify nameplate data.
- a. Step No. 1 5 kVA lighting load.
 - b. Step No. 1 30 HP, 86 FLA loaded motor operating across-the-line at 240 volt.
- d) Safety Standard: Comply with American Society of Mechanical Engineers (ASME) B15.1.
- e) Nameplates: Equip each major system component with conspicuous nameplate of component manufacturer. Nameplate identifies manufacturer of origin and address, and model and serial number of item.
- f) Engine Generator Set
1. Power Output Rating: Nominal ratings as indicated, with capacity as evidenced by records of prototype testing.
 2. Skid: Welded steel base securely mounted with anchored mounting bolts. Adequate strength and rigidity to maintain alignment of mounted components without dependence on concrete foundation. Free from sharp edges and corners. Lifting attachments arranged to facilitate lifting with slings without damaging components.
 3. Vibration Isolation: In accordance with manufacturer's recommendations. Integral vibration isolators shall be provided.
 4. Rigging Diagram: Inscribed on metal plate permanently attached to skid. Diagram indicates location and lifting capacity of each lifting attachment and location of center of gravity.
- g) Engine
1. Comply with NFPA 37.
 2. Fuel: Diesel fuel oil grade DF-2 Winter Blend.
 3. Maximum Speeds:
 - a. Engine: 1,800 rpm.
 - b. Piston speed for 4-cycle engines: 2,250 feet per minute.

4. Lubrication System: Pressurized by positive displacement pump driven from engine crankshaft. All initial lubrication is the responsibility of the Manufacturer before generator leaves the factory. Mount following items on engine or skid:
 - a. Filter and Strainer: Rated to remove 90% of particles 5 microns and larger while passing full flow.
 - b. Oil Cooler: Maintains lubricating oil at manufacturer's recommended optimum temperature.
 - c. Thermostatic Control Valve: Controls flow in system to maintain optimum oil temperature. Unit is capable of full flow and is designed to be fail-safe.
 - d. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps or siphons or special tools or appliances.

 5. Engine Fuel System: Comply with NFPA 30.
 - a. Integral Injection Pumps: Driven by engine camshaft. Pumps are adjustable for timing and cylinder pressure balancing.
 - b. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
 - c. Parallel Fuel Oil Filters: Ahead of injection pumps. Changeover valves allow independent use of either filter.
 - d. Relief/Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
 - e. Flexible fuel line connections for supply and return lines.
 - f. Shut-off fuel solenoid valve field mounted at tank.

 6. Jacket Coolant Heater: Electric immersion type, factory-installed in jacket coolant system. Unit is rated and thermostatically controlled to maintain an engine temperature of 25 degrees Celsius at low end of specified ambient temperature range.
 - a. Voltage: 120.
 - b. Watts: 1,500.

 7. Speed Governor: Adjustable isochronous type, with speed sensing.
- h) Engine Cooling System
1. Closed-loop, liquid-cooled, with radiator factory-mounted on engine generator set skid and integral engine-driven coolant pumping.
 - a. Factory-piped and -rated for specified coolant.
 - b. Fan: Driven by multiple belts from engine shaft.
 - c. Overflow fill bottle on radiator to maintain proper coolant level in radiator.

 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 100% load condition.

 3. Coolant: Solution of 50% ethylene glycol and 50% water.

4. Temperature Control: Self-contained thermostatic control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer. Features include:
 - a. Thermostatic Elements: Interchangeable and nonadjustable.
 - b. Actuator Design: Normally-open valves to return to open position when actuator fails.
 5. Coolant Hose: Flexible assembly with nonporous rubber inside surface and aging, ultraviolet, and abrasion-resistant fabric outer covering.
 - a. Rating: 50 Pounds per Square Inch (PSI) (345 kiloPascals (kPa)) maximum working pressure with 180 degrees Fahrenheit (82 degrees Celsius) coolant, and noncollapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- i) Fuel Supply System
1. Comply with NFPA 30 and NFPA 37.
 2. Tank: Factory-fabricated assembly of NRTL-listed fuel tank with integral, float-controlled transfer pump and features described below.
 - a. Tank Capacity: Adequate to supply fuel to engine for uninterrupted period of 12 hours operation at 100% of rated power output of engine generator system without being refilled.
 - b. Fuel Level Gauge
 - c. Initial Fill: Diesel fuel oil grade DF-2 Winter Blend. Department is responsible for fueling of the portable generators.
- j) Engine Exhaust System
1. Muffler: Residential-type, sized as recommended by engine manufacturer. Measured sound level, according to "DEMA Test Code for Measurement of Sound from Heavy-Duty Reciprocating Engines" at distance of 23 feet (7 meter) from exhaust discharge, is 70 dB "A" or less.
 2. Connections from Engine to Exhaust System: Flexible section of corrugated stainless steel pipe.
- k) Starting System
1. Description: 12 volt electric with negative ground and including following items:
 - a. Components: Size so they will not be damaged during full engine-cranking cycle with specified maximum ambient temperature.
 - b. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.

- c. Battery complies with Society of Automotive Engineers (SAE) J537 and has adequate capacity within ambient temperature range specified in Part 1 to provide specified cranking cycle series at least twice without recharging.
 - d. Battery Cable: Size as recommended by generator set manufacturer for cable length required for connection to battery. Include required interconnecting conductors and connection accessories.
 - e. Battery Rack: Factory fabricated of metal with acid-resistant finish.
 - f. Battery-Charging Alternator: Factory-mounted on engine with solid-state voltage-regulation and 35 amp minimum continuous rating.
2. Battery Charger: Current limiting, automatic equalizing and float charging-type designed for operation from 120 volt 60 Hertz supply source. Unit complies with UL 508 and includes following features:
- a. Operation: Equalizing charging rate of 10 amps is initiated automatically after battery has lost charge until adjustable equalizing voltage is achieved at battery terminals. Unit then automatically switches to lower float-charging mode, and continues operating in that mode until battery is discharged again
 - b. Automatic Temperature Compensation: Adjusts float and equalizes voltages for variations in ambient temperature from -40 to +60 degrees Celsius to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintains output voltage constant regardless of input voltage variations up to +10%.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters indicate charging rates.
 - e. Enclosure: NEMA Class 1 cabinet.
 - f. Provide minimum 10' cord and attachment cap.
- l) Control and Monitoring
1. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages are grouped on common control and monitoring panel mounted on generator set. Mounting method isolates control panel from generator set vibration. The Vendor shall supply all wiring between the control panel and load devices.
 - a. Generator Circuit Breaker: Low-voltage, insulated case-type. Short circuit rating shall match existing motor control center rating. Trip rating based on generator full load current. Circuit breaker shall be in accordance with Article 1068.01(e) of the Standard Specifications.
 - i. Breaker shall be by Eaton, Square-D, General Electric, or Siemens.
 - b. Current and Potential Transformers: Instrument accuracy class.
 - c. Emergency Stop Switch: Switch shall be a red "mushroom head" pushbutton device complete with lock-out/tag-out provisions. Depressing switch shall cause the generator set to immediately stop the generator set and prevent it from operating.

- d. Two (2) 120V, 20A, duplex GFCI receptacles mounted on manufacturer's generator panel.
 - e. Two (2) single pole, 120V, 20A, receptacle breakers mounted on manufacturer's generator panel.
 - f. Two (2) 120V, 15A flanged male receptacles for battery charger and jacket coolant heater mounted on manufacturer's generator panel.
2. Indicating and Protective Devices, and Controls: Include following:
- a. ac Voltmeter.
 - b. ac Ammeter.
 - c. ac Frequency Meter.
 - d. dc Voltmeter (Alternator Battery Charging).
 - e. Engine Coolant Temperature Gage.
 - f. Engine-Lubricating Oil Pressure Gage.
 - g. Running Time Meter.
 - h. Ammeter/Voltmeter Phase Selector Switch or Switches.
 - i. Generator Voltage-Adjusting Rheostat.
 - j. Frequency Adjusting Rheostat.
 - k. Start-Stop Switch.
 - l. Over speed Shutdown Device.
 - m. High Coolant-Temperature Shutdown Device.
 - n. Low Coolant-Level Shutdown Device.
 - o. Low Oil Pressure Shutdown Device.
3. Supporting Items: Include sensors, transducers, terminals, relays, and other devices, and wiring required to support specified items. Locate sensors and other supporting items on engine, generator, or elsewhere as indicated. Where not indicated, locate to suit manufacturer's standard.
- m) Generator, Exciter, and Voltage Regulator
1. Comply with NEMA MG 1 and specified performance requirements. Temperature rise shall not exceed 125 degrees Celsius.
 2. Drive: Generator shaft is directly connected to engine shaft. Exciter is rotated integrally with generator rotor.
 3. Electrical Insulation: Class H or Class F.
 4. Stator Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
 5. Construction prevents mechanical, electrical, and thermal damage due to vibration, overspeed up to 125% of rating, and heat during operation at 100% of rated capacity.

6. Excitation uses no-slip or collector rings, or brushes, and is arranged to sustain generator output under short circuit conditions as specified.
 7. Enclosure: Dripproof.
 8. Instrument Transformers: Mounted within generator enclosure.
 9. Voltage Regulator: Solid-state-type, separate from exciter, providing performance as specified.
 - a. Adjusting rheostat on control and monitoring panel provides +5% adjustment of output voltage operating band.
- n) Outdoor Generator Set Enclosure
1. Description: Weatherproof steel housing. Multiple panels are lockable and provide adequate access to components requiring maintenance. Panels are removable by one person without tools. Instruments, control, and battery system shall be mounted within enclosure.
 2. Fixed Louvers: At air inlet and discharge. Louvers prevent entry of rain and snow.
 3. Air Flow Through Housing: Adequate to maintain temperature rise of system components within required limits.
 4. Muffler/Silencer mounted inside enclosure.
- o) Trailer
1. Tandem axle frame with tongue and drop style deck.
 2. Trailer capacity and tire size shall be compatible with generator set.
 3. Parking brake with lock.
 4. Adjustable pintle-eye hitch with safety chains, match height to DEPARTMENT'S tow vehicle.
 5. Inertia hydraulic surge breaks.
 6. Side and rear reflectors and lights for brake, clearance, tail, directional, and license plate.
 7. License plate holder and accessories as required by State and Federal Highway Administration, DOT. Provide certificates of origin (title) to the Department.
 8. Adjustable crank type jack stand and rear stabilizing jacks.

p) Generator Connection Cables to Pump Station

1. #2/0 AWG for phase, neutral and ground, total of 5.
2. Black, chlorinated polyethylene jacket.
3. Premium-grade 90⁰ C EP insulation.
4. Minimum length of 25' per cable.
5. See Non-Automatic Transfer Switch Section for cam-lok requirements. Vendor shall connect female cam-loks to single end of cables. Second end of cable shall be left bare for connection to Owner's portable generator.
6. Two (2) sets generator cables shall be provided by Vendor and stored on said portable generators.

q) Shore Power Connection Cables

1. Vendor shall provide the necessary cabling for the 120V loads and devices.
2. Black, chlorinated polyethylene jacket.
3. Premium-grade 90⁰ C, EPDM rubber insulation.
4. Minimum length of 30' per cable.
5. #12 AWG for phase, neutral and ground, total of 3.
6. NEMA 5-20 Male Detachable Watertight Plugs – double set screw connections, 1 per cable.
7. NEMA 5-20 Female Detachable Watertight Connector – double set screw connections, 1 per cable.

r) Finishes

1. Enclosures and Trailer: Polyurethane enamel over corrosion-resistant pretreatment and manufacturer's compatible standard primer.

Codes and Standards

- a) The generator set and accessories shall conform to the following requirements as applicable:
1. IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
 2. NFPA70 – National Electrical Code.
 3. NFPA110 – Emergency and Standby Power Systems.
 4. NEMA MG1 – 1998 Part 32.
 5. UL2201 – Portable Engine-Generator Assemblies.
 6. UL508A – Industrial Control Equipment
 7. International Standards Organization ISO 9001

Tests and Certifications

- a) Include prototype testing and Project-specific equipment tests (equipment manufactured specifically for this Project).

- b) Prototype Testing: Performed on separate engine generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
1. Tests: Conform to those required for Level 1 energy converters in paragraphs 3.2.1, 3.2.1.1, and 3.2.1.2 of NFPA 110.
 2. Components and Accessories: Items furnished with installed unit that are not identical to those on tested prototype have been acceptably tested to demonstrate compatibility and reliability.
- c) Project-Specific Equipment Tests: Test engine generator set and other system components and accessories prior to shipment. Test items individually and assembled and connected as complete system at factory in manner equivalent to that required at Project site. Record and report test data.
1. Mechanical operation test.
 2. Test to full load.
 3. Test the overload condition.
 4. Ground tests.
 5. Control wiring tests.
 6. Operation test.
 7. Report test results within 10 days of completion of test.
- d) Tests: Provide services of qualified testing agency to perform tests listed below according to manufacturer's recommendations upon completion of manufacturer of system. Use instruments bearing records of calibration within last 12 months, traceable to NIST standards, and adequate for making positive observation of test results.
1. Conduct following tests before leaving the factory:
 - a. Battery Tests: Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions. Test for contact integrity of connectors.
 - b. Battery Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
 - c. System Integrity Tests: Verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 - d. Simulation of malfunctions to verify proper operation of local and remote protective, alarm, and monitoring devices.
 - e. Exhaust Emissions Test: Conform to applicable government test criteria.
 - f. All tests shall be signed, sealed, and delivered to the Engineer in a permanent and protective binder.

- e) **Manufacturer Qualifications:** Firms experienced in manufacturing equipment of types and capacities indicated that have record of successful in-service performance.
 - 1. **Emergency Service:** System manufacturer maintains service center capable of providing training, parts, and emergency maintenance and repairs at Project site with 4 hours maximum response time.
- f) **Engine Exhaust Emissions and Fuel System:** Comply with applicable Federal, State, and local government requirements.
- g) **Permits:** Provide required air permitting and fuel system permitting required in accordance with applicable Federal, State, and local government requirements.
- h) **Single-Source Responsibility:** The engine generator system manufacturer shall have responsibility for the entire system. Unit shall be representative product built from components that have proven compatibility and reliability and are coordinated to operate as unit as evidenced by records of prototype testing.
- i) Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL), where such listing or labeling is available.
- j) **Regulatory Requirements:**
 - 1. **National Electrical Code (NEC):** Components and installation shall comply with National Fire Protection Association (NFPA) 70.

Submittal Requirements

- a) **Product Data:**
 - 1. Include data on features, components, ratings, and performance.
 - 2. Include dimensioned outline plan and elevation drawings of engine generator set, trailer and other system components.
- b) **Test Results:**
 - 1. **Certified Summary of Prototype Unit Test Report:** Submit certified copies of actual prototype unit test report.
 - 2. **Certified Test Reports of Components and Accessories:** Submit for devices that are equivalent, but not identical, to those tested on prototype unit.
 - 3. **Exhaust Emissions Test Report.** Include proof of compliance with applicable requirements.
 - 4. **Certification of Torsional Vibration Compatibility:** Conform to Nation Fire Protection Association (NFPA) 110.
 - 5. **Retest:** Correct deficiencies identified by tests and observations and retest until spec

c) Operation and Maintenance Data (O&M):

1. Wiring Diagrams for System: Show power and control connections.
2. Detailed Operating Instructions: Describe operation under both normal and abnormal conditions.
3. Lists: Tools, test equipment, spare parts, and replacement items recommended to be stored at site for ready access. Include part and drawing numbers, current unit prices, and source of supply.

d) Permits:

1. Provide required air permitting and fuel system permitting required in accordance with applicable Federal, State, and local government requirements.

e) Certificate of Origin:

1. Provide the Department with the certificates of origin (title) for trailer license plates.

Service and Technical Support

- a) The manufacturer shall provide the Department 3 copies of a detailed operations manual for the generator with accessories as defined herein and it shall include diagnostics and troubleshooting guidance.

b) Definitions:

1. Emergency or Standby Rating: Power output rating equal to power that generator set delivers continuously under normally varying load factors for duration of power outage with capability of 24 continuous operating hours.
2. Operational Bandwidth: Total variation from lowest to highest value of parameter over range of conditions indicated, expressed as percentage of nominal value of parameter.
3. Power Output Rating: Gross electrical power output of generator set minus total power requirements of electric motor-driven accessories normally constituting part of engine assembly.
4. Steady-State Voltage Modulation: Uniform cyclical variation of voltage within operational bandwidth, expressed in Hertz or cycles per second.

Delivery

- a) The trailer mounted generator units shall be packaged for shipment in accordance with manufacturer's standard practice.
- b) Prior to delivery of equipment a one week written notice shall be sent to the Engineer informing him/her of the date of shipment.
- c) The trailer mounted generator units shall be delivered by truck to the Team Section (Maintenance Yard) in Tuscola, Illinois.
- d) The trailer mounted generator units shall be unloaded from the truck into the Team Section facilities by the Vendor.

Warranty

- a) All equipment shall be unconditionally warranted for a minimum period of (1) one year after delivery and written receipt and acceptance by the Department.
- b) Any defects in materials or workmanship during the warranty period shall be immediately replaced in kind at no cost to the Department with new equipment of the same make and model number.

Basis of Payment

This work shall be paid for at the contract lump sum price for TRAILER MOUNTED PACKAGED ENGINE GENERATOR SYSTEMS, which price shall be payment in full for all manufacturing, labor, factory testing, and delivery of all equipment as described herein.