

**STATE OF ILLINOIS  
INVITATION FOR BID**

Illinois Department of Transportation  
Street Sweepers  
Reference No. 2018-04

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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 one (1), self-propelled, 4-wheel, dual engine, mechanical, conventional cab street sweeper and one (1), hydrostatic, self-propelled, three wheel broom street sweeper with belt conveyor. Detailed equipment specifications/questionnaire has been included in this solicitation. Bidders are required to complete and submit the specifications/questionnaire with the bid response.

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 November 30, 2017. 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: December 13, 2017

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	<b>“Sealed Bid – Do Not Open”</b>
Attn: Mark Windsor	Project Title & Reference #: Street Sweepers/ 2018-04
Address: 2300 S. Dirksen Parkway, Rm 302	Due Date & Time: 12/13/17, 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 **2018-04 Street Sweepers** 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	All files can be on 1 device
SECTION 2 Part B (OFFER), ATTACHMENT HH and applicable forms—PACKET 2	1	1	Click here to enter text.
ATTACHMENTS BB through GG and II– PACKET 3	1	1	Click here to enter text.

**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

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matters relating to the Bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.22.2.3. Awarded Bidders must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

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

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

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

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Veteran Small Business Liaison: Aundra Williams

Phone Number: (217) 782-5360

Email Address: Aundra.Williams@illinois.gov

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to Bid opening date. Go to (<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 #: Street Sweepers /2018-04

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 has submitted two (2) sets of descriptive literature and specifications describing all the equipment and options proposed.

Yes  No

Bidder is to complete and return the specification questionnaire for each equipment line item response submitted.



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  
Street Sweepers  
Reference No. 2018-04

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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  
Street Sweepers  
Reference No. 2018-04

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**VENDOR**

Vendor Name: <a href="#">Click here to enter text.</a>	Address (City/State/Zip): <a href="#">Click here to enter text.</a>
<b>Signature:</b>	Phone: <a href="#">Click here to enter text.</a>
Printed Name: <a href="#">Click here to enter text.</a>	Fax: <a href="#">Click here to enter text.</a>
Title: <a href="#">Click here to enter text.</a>	Email: <a href="#">Click here to enter text.</a>
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	
<b>Official Signature:</b>	Date:
Printed Name: Randall S. Blankenhorn	
Official's Title: Secretary of Transportation	
<b>Legal Signature:</b>	Date:
Legal Printed Name: Philip C. Kaufmann	
Legal's Title: Acting Chief Counsel	
<b>Fiscal Signature:</b>	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  
Street Sweepers  
Reference No. 2018-04

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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 #: 2018-04
- Project Title: Street Sweepers
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- Reference #: 2018-04
- 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 one (1), self-propelled, 4-wheel, dual engine, mechanical, conventional cab street sweeper for IDOT District 4 Operations located in Edwards, IL and one (1), hydrostatic, self-propelled, three wheel broom street sweeper with belt conveyor for IDOT District 5 Operations located in Paris, IL.

**1.2. SUPPLIES AND/OR SERVICES REQUIRED:**

Item #	Equipment Description	Quantity
1	Street sweeper, self-propelled, 4-wheel, dual engine, conventional cab  Shall be in accordance with State of Illinois, Department of Transportation Specification 152-60-14, Dated December 2016.	1
2	Street sweeper, broom, self-propelled, hydrostatic, 3-wheel, with belt conveyor  Shall be in accordance with State of Illinois, Department of Transportation Specification 151-60-15, Dated October 2017.	1

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.

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**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.

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1.3.3. 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:

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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 item to the responsible bidder offering the lowest responsive bid. The quoted prices shall be F.O.B. destination, freight prepaid to delivery locations as specified.

2.1.2 Pricing shall be submitted in the following format:

Item/Description	Quantity	Unit Price	Total Extended Price
<p><b>Item 1:</b> Street sweeper, self-propelled, 4-wheel, dual engine, conventional cab</p> <p>Shall be in accordance with State of Illinois Department of Transportation Specification 152-60-14, Dated December 2016.</p> <p>Delivery Information:            IDOT District 4 Operations            Attn: Keenan Grutter            6504 West U.S. Route 150            Edwards, IL 61528            PH: 309-693-5127</p>	1	\$ _____	\$ _____
<p><b>Item 2:</b> Street sweeper, broom, hydrostatic, self-propelled, 3-wheel with belt conveyor</p> <p>Shall be in accordance with State of Illinois Department of Transportation Specification 151-60-15, Dated October 2017.</p> <p>Delivery Information:            IDOT District 5 Operations            Attn: Jason Ogle            13473 IL Hwy. 133            Paris, IL 61944            PH: 217-466-7292</p>	1	\$ _____	\$ _____

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**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:**

Item 1: IDOT District 4 Operations, Attn: Keenan Grutter, 6504 West U.S. Route 150, Edwards, IL 61528; phone 309-693-5127.

Item 2: IDOT District 5 Operations, Attn: Jason Ogle, 13473 IL Hwy. 133, P.O. Box 610, Paris, IL 61944; phone 217-466-7292

**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](http://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](http://cyberdriveillinois.com/departments/business_services/home.html)) or your home county clerk.

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

File Number 776-383-1

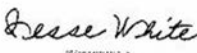
  
SEAL OF THE STATE OF ILLINOIS  
OFFICE OF THE SECRETARY OF STATE

*To all to whom these Presents Shall Come, Greeting:*

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

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011. APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

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

  
Jesse White

ALPHAWHITE # 11100012  
AUTHORIZED BY: <http://www.cyberdriveillinois.com>

**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](http://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.

31. 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**

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

**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.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
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.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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

				<b>Procurement Bulletin #</b>
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:

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

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

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**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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL VENDOR TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> 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: <a href="#">Click here to enter text</a>	Agreed: <a href="#">Click here to enter text</a>
By: <a href="#">Click here to enter text</a>	By: <a href="#">Click here to enter text</a>
<b>Signed:</b>	<b>Signed:</b>
Position: <a href="#">Click here to enter text</a>	Position: <a href="#">Click here to enter text</a>
Date: <a href="#">Click here to enter a date.</a>	Date:

**ATTACHMENT II  
STATE OF ILLINOIS  
REFERENCES**

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**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<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>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**

State of Illinois  
Department of Transportation  
Bureau of Business Services  
**Specifications & Questionnaire for Self-propelled, 4-Wheel, Dual Engine,  
Mechanical, Conventional Cab Street Sweeper**

December 2016

This sweeper shall be a conventional cab, dual engine, self-propelled, 4-wheel, mechanical, broom type unit with elevating dirt hopper. It shall be the manufacturer's latest model, of current design and latest production, and shall be complete in all parts. The sweeper must comply with all state and federal safety standards.

**Requirements of the Bidders:**

All bidders are expected to quote upon a manufacturer's latest current production sweeper complete with all standard equipment plus any optional or special equipment required meeting the following specifications. Deviations from these requirements in efforts to obtain extremely low prices will not be acceptable.

Bidders quoting on equipment must submit with their bid written proof of the following:

1. The manufacturer of the equipment proposed has been actively involved in the manufacture of the equipment called for in the questionnaire for a period of not less than 5 years.
2. Parts and service for the equipment proposed are readily available within the State of Illinois.

**Questionnaire:**

A questionnaire is incorporated in the Proposal to further aid the department in evaluating the quote.

**Proposed With This Bid:**

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Manufactured By: \_\_\_\_\_

Vendor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

**Chassis:**

The sweeper shall feature a dual engine design, mounted on a conventional cab style truck manufacturer's chassis. All sweeping, dirt collection and handling functions must be accomplished by mechanical means powered by an auxiliary diesel engine or as specified within this document. Air or vacuum sweepers will not be considered as equivalents.

Complies:  Yes  No

Sweeper Type: \_\_\_\_\_

Chassis \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

The sweeper shall have a Gross Vehicle Weight Rating minimum of 33,000 lbs.

G.V.W.R. -rating

\_\_\_\_\_ Lbs.

**Front Axle:**

The front axle shall be rated at 10,000 lbs. minimum.

Gross Axle Weight Rating – Front:

\_\_\_\_\_ Lbs.

The front axle shall be equipped with tapered leaf springs rated at 12,000 lbs. minimum.

Capacity – Front springs:

\_\_\_\_\_ Lbs.

**Rear Axle:**

The rear axle shall be component rated for 23,000 lbs. and equipped with dual wheels and tires that meet or exceed this rating.

Gross Axle Weight Rating -

Rear:

\_\_\_\_\_ Lbs.

The rear suspension shall be supported by an air spring system, Hendrickson, Ridewell or approved equivalent, with a minimum capacity of 23,000 lbs. The air spring system shall be operator controlled by a single switch (transport/sweep) on the control console allowing solid axle performance for sweeping and full suspension during transit or a with 23,000 lbs. capacity hard rubber suspension when sweeping mode is selected.

Describe rear suspension: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

The suspension system shall include automatic ride height control valves for the rear axle to maintain height during transport and stability while dumping. These components must meet or exceed the rated GVW of the rear components.

Complies:  Yes  No

The rear differential shall be an operator controlled 2-speed differential. The ratios shall be set up to provide an acceptable start-ability, acceleration, and highway speed even with the debris hopper fully loaded. The low range shall be to attain proper sweeping speeds. Available options will be discussed with IDOT and the chassis manufacturer's representatives. Only standard differential ratios will be considered.

Axle ratios: \_\_\_\_\_

**Diesel Engine:** (truck chassis)

The engine shall be a 6-cylinder diesel with a minimum displacement of 400 cubic inches, providing a minimum of 200 HP and developing 520 lb. /ft. of torque within governed RPM.

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Rated H.P. \_\_\_\_\_ @ \_\_\_\_\_ RPM

Torque: \_\_\_\_\_ lb./ft. @ \_\_\_\_\_ RPM

Governed RPM: \_\_\_\_\_

**Note:** All HP and Torque ratings must be within governed RPM range.

**Brake System:**

- Type - Heavy-duty, full air with two reserve tanks. Dust shields shall be included.
- Effective lining area - As required for GVWR and GAWR ratings
- Compressor to reservoir lines - Must be flexible type with flexible or rigid connections

Complies:  Yes  No

**Air Compressor:**

The compressor shall provide a minimum of 18.7 CFM. This is essential to supply the demands of the brakes and the separate pneumatics required by the sweeper and described later in this specification.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Capacity: \_\_\_\_\_ CFM

**Drain Valve:**

Accessories - Automatic reservoir drain valve

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**Slack Adjusters:**

Manufacturer's standard automatic slack adjusters, front and rear.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**Air Dryer:**

Air Dryer - Bendix AD-9W with heater, Racor or equivalent.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**Emergency Brake:**

Air Type - Air operated with cab control emergency air supply valve and remote air reservoir. Audible alarm shall sound if driver's door opens and brake is not applied.

Complies:  Yes  No

The service brakes and emergency brakes shall conform with the brake performance requirements as established by the Federal Motor Vehicle Safety Standards (FMVSS) and California Vehicle Code (CVC) for the vehicle being supplied

Complies:  Yes  No

**Transmission:**

The transmission shall be an Allison 2500 RDS, configured as a five (5) or six (6) speed as required to match the GVWR of the sweeper. The automatic transmission shall provide electronic shift with a minimum of five (5) speeds forward and one (1) speed reverse. The transmission shall utilize a "T" style shift lever, properly labeled, back lighted, and capable of selecting and locking into any one of the five (5) or more forward speeds. Transmission shall include an external transmission fluid cooler.

Component:

Make: \_\_\_\_\_

Model : \_\_\_\_\_

Describe Proposed Configuration: \_\_\_\_\_

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

The sweeper shall provide sweeping speeds above and below 12 MPH and be capable of traveling at highway speeds of not less than 65 MPH on level ground when fully loaded.

Complies:  Yes  No

**Transmission Oil Filter:**

Shall be external "spin-on" element style.

Complies:  Yes  No

**Note:** The model transmission and electronic default settings shall be reviewed with IDOT representatives and the successful bidder prior to ordering the sweeper.

Shift and Indicator mounting shall be located on the dash or in a center console, easily accessible to both operator's positions. Steering column and floor mountings will *not* be acceptable.

Describe Mounting location: \_\_\_\_\_

**Required Instruction Plate Location:**

Dashboard or left door in clear view of the driver.

Complies:  Yes  No

**Operator's Cab:**

The machine shall be designed to be operated by one man from either the left or right side with dual operator stations.

Complies:  Yes  No

The operator's seats shall be fully upholstered and shall be located so that the operator can have an unobstructed view of the operations and gutter brooms at all times.

Complies:  Yes  No

Operator's seats shall be adjustable, high-back, air suspended seats with adjustable lumbar support.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

All necessary controls and gauges required for operation of the unit from either side shall be furnished.

Complies:  Yes  No

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

Cab shall be manufacturer's standard all-weather, insulated, pressurized, and sound suppressed.

Complies:  Yes  No

Glass - Tinted, safety type

Complies:  Yes  No

The cab side windows shall be of an accepted design that permits maximum operator visibility of broom operation and curb and obstacle location.

Complies:  Yes  No

**Seat Belts and Shoulder Harnesses:**

One set per seat with metal-to-metal fasteners, shall meet Federal Motor Vehicle Safety Standards

Complies:  Yes  No

All seat belts shall be manufacturer's high visibility color. (i.e. Blaze Orange)

Complies:  Yes  No

Color: \_\_\_\_\_

Radio - Factory installed standard AM-FM radio with weather-band.

Complies:  Yes  No

**Convenience Items:**

- 12 volt powerpoint
- Dome light
- Dual armrests
- Interior grab handles with high visibility color or marking. (i.e. Safety Yellow)
- Dual outside grab handles
- Dual sun visors

Complies:  Yes  No

The heater and defroster shall be heavy-duty, hot water, fresh air type, with all controls for effective heating and/or defrosting under cold weather conditions.

Complies:  Yes  No

The sweeper shall be furnished with cab pressurized style air conditioning system. The air conditioner shall clean, cool, and force the air into the cab. It shall also be capable of circulating the air within the cab.

List manufacturer & describe the operation:

\_\_\_\_\_

Describe the A/C unit's controls:

\_\_\_\_\_



### Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper

#### Instruments & Warning Systems:

The following instruments and warning systems shall be furnished:

1. Speedometer
2. Odometer
3. Tachometer
4. Fuel gauge
5. DEF/Urea gauge if equipped
6. Engine-coolant temperature gauge
7. Engine oil pressure gauge
8. Engine hour meter. **Note:** Must be oil pressure activated or an electric model activated by engine RPM.
9. "Filter minder" for air cleaner restriction indicator.
10. Tinted glass in all windows.
11. Daytime running lights

Complies:  Yes  No

If no, indicate: \_\_\_\_\_

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#### Windshield Wipers:

Heavy-duty, electric with intermittent control

Complies:  Yes  No

#### Mirrors:

Dual, outside, rear vision, manufacturer's standard may be acceptable after IDOT review and acceptance.

Glass Mounting - Frame mounted (rubber frame is not acceptable)

Size - Approximately (15") high, (6") wide

Adjustment - Vertical and horizontal with remote control.

Size: \_\_\_\_\_

Remote controlled: \_\_\_\_\_

The sweeper shall include two (2) outside 8" convex mirrors, one on each side, at the bottom of each of the standard mirror frames for easy viewing of the side gutter brooms during sweeping. An 8" mirror shall be mounted on the front fender forward of the front wheels for the operator to view sweeping operations.

Complies:  Yes  No

Size: \_\_\_\_\_

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

**Backup Alarm:**

Electric, Ecco Smart Alarm, Whelen or approved equivalent, minimum of 107 decibels ± 5, measured at 4 feet. Located inside of frame near the rear of the machine.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**Wheels & Tires:**

The sweeper shall be equipped with disc style wheels and steel-belted radial tires in accordance with the sweeper manufacturer's recommendations and GVW requirements. The size of the tires furnished will also be in accordance with the sweeper manufacturers published literature and specifications.

Complies:  Yes  No

Describe tires:

Front: \_\_\_\_\_

Rear: \_\_\_\_\_

**Fuel Tank:**

The fuel tank shall be a safety type, stainless or aluminum with a minimum capacity of 50 gallons, to be shared by both engines.

Fuel Capacity: \_\_\_\_\_

The tank shall be lettered as to proper fuel contained "Ultra low sulfur diesel fuel only"

Complies:  Yes  No

**Cooling System:**

As needed for continuous low-gear operation with loads of rated capacity. The system shall be filled with long life antifreeze.

Complies:  Yes  No

**Electrical System:**

12 volt

**Alternator:**

Heavy-duty, low speed, cut-in with transistorized voltage regulator with an Ampere Rating of 160 ampere minimum.

Alternator rating: \_\_\_\_\_ Amps

**Battery:**

Long life, maintenance-free battery, providing an SAE Cold Cranking Ampere Rating (CCA) that meets or exceeds engine manufacturer's requirements at 0° F.

CCA at 0°  
F \_\_\_\_\_

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

**Lights:**

The sweeper shall include all lighting required by the applicable State and Federal Codes, including but not limited to head lights, turn, tail, brake signals, and adjustable gutter broom lights. The machine shall include all lighting to perform all sweeping functions at night.

Complies:  Yes  No

Describe: \_\_\_\_\_

**4-Way Hazard Switch:**

As required to operate all turn signal lights simultaneously in a flashing mode

Complies:  Yes  No

**LED Warning Light Bar:**

Type - 72" bar type with amber LED lights aimed to the front, side, and rear including two white LED "Street" lights aimed to the rear.

Location - Mounted to the drip molding of the cab. Standard aluminum mounting brackets shall be furnished.

Lens color – Clear

The lenses covering the rear facing LED beams shall be clear.

Control - Special circuit and switches located in a panel in the cab, power supplies for the strobe lights mounted in the cab.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**Note:** Two (2) additional Amber LED warning strobe lights shall be installed on the rear of sweeper body if LED light bar is obstructed by sweeper body height.

**Electrical Circuit Protection:**

Circuit breakers – Manual reset breakers should be used in place of fuses whenever possible.

Rating - As required for adequate electrical protection and shall not reset until overload has been corrected.

Complies:  Yes  No

**Sweeper:**

The sweeper shall sweep a minimum width of 10 feet with all brooms deployed in full operation.

Complies:  Yes  No

Sweeping width: \_\_\_\_\_

The auxiliary engine shall be a current production liquid cooled diesel and provide the power necessary for all of the sweeper functions.

Complies:  Yes  No

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

A Start/Stop switch shall be located in the operator's cab.

Complies:  Yes  No

The engine shall be a current production, low emission, liquid cooled, turbocharged four (4) cylinder diesel that provides a minimum horsepower rating of 74 horsepower.

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Rated HP and torque: \_\_\_\_\_

The auxiliary engine shall be equipped with glow plugs for cold weather starting.

Complies:  Yes  No

The engine coolant shall be "long life" type anti freeze requiring minimum maintenance.

Complies:  Yes  No

The engine shall include the following:

- Full flow spin on oil filter
- Dry element air filter
- Dash mounted filter restriction gauge
- Fuel filter
- Fuel/ water separator
- High temperature/low oil pressure automatic shutdown

Complies:  Yes  No

The auxiliary engine shall have a battery with a minimum CCA of 950.

Complies:  Yes  No

**Hydraulic System:**

All sweeping functions and the deployment of the brooms shall be driven hydraulically. The ground pressure control for these brooms shall be provided by operator controls or an automatic self-adjusting system. All high pressure hydraulic fittings shall be flat-faced "O" ring type to minimize leakage and environmental damage.

Complies:  Yes  No

The gutter broom hydraulic cylinders shall be interchangeable and provide automatic or operator controlled down pressure.

Complies:  Yes  No

The hydraulic pump shall be a minimum three (3) section design, providing 13.5 GPM flow, driven by the auxiliary diesel engine. A replaceable style filter capable of removing water shall be provided.

Complies:  Yes  No

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

The hydraulic reservoir shall have a capacity of no less than 34 gallons and include an easily visible outside level indicator.

Hydraulic reservoir capacity: \_\_\_\_\_

Complies:  Yes  No

Hydraulic oil shall also be filtered through a cleanable, replaceable filter located in the hydraulic fill spout.

Complies:  Yes  No

A gauge to monitor hydraulic filter restriction shall be mounted in the cab with an indicator light to light before bypass begins.

Complies:  Yes  No

**Pneumatic System:**

The pneumatic system shall derive its air source from the chassis air brake system. This system shall operate independently from the brakes and be constructed to ensure braking system safety. The system shall include a separate air tank used only for sweeping functions. PR4 type pressure protector shall be furnished to protect the integrity of the chassis brake system.

Complies:  Yes  No

If NO, describe system: \_\_\_\_\_

**Main Broom:**

The main broom shall be tube style, polypropylene filled and double wrapped at both ends. The minimum diameter shall be 34" and minimum length of 58".

Complies:  Yes  No

Broom diameter: \_\_\_\_\_

Broom length: \_\_\_\_\_

The main broom shall be deployed and driven hydraulically by a hydraulic motor mounted directly to the broom core. Chain and sprocket style drive methods will not be considered equal to this requirement.

Complies:  Yes  No

Describe broom drive: \_\_\_\_\_

### Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper

The broom speed shall be variable from 80 RPM to 140 RPM using "In-Cab" controls. These controls shall also be used to control the raise and lower functions. The main broom shall have a self adjusting system for pressure and wear.

Complies:  Yes  No

Describe controls: \_\_\_\_\_

---

The main broom hood shall be designed to prevent overthrown material from being directed into traffic. The design shall redirect the material into the dirt chamber. The hood shall be removable and allow for ease of maintenance on the main broom.

Complies:  Yes  No

One (1) additional main broom replacement tube shall be provided with each machine.

Complies:  Yes  No

#### Gutter Brooms:

Right and left gutter brooms shall be provided.

Complies:  Yes  No

Each shall be filled with steel wire bristles having a diameter of not less than 42" and sweep a minimum of 13" beyond the front chassis tire.

Broom diameter: \_\_\_\_\_

Sweeping distance beyond tires: \_\_\_\_\_

Gutter brooms shall be driven by hydraulic motors directly mounted to steel disc plate, steel broom mounting plates.

Complies:  Yes  No

Tilting of the right side broom shall be variable from the cab. An electrically controlled linear actuator shall allow the operator to tilt the gutter side broom inward and outward from the cab, while sweeping.

Complies:  Yes  No

Brooms shall be fully adjustable by the operator, from the seat, or automatic for float, pressure, and tilt and shall provide the same adjustment throughout the expected broom life. Overload and obstruction protection shall be included.

Complies:  Yes  No

Gutter brooms shall be capable of retracting automatically by use of a single button or switch located at the operator's station. Broom rotation shall cease and retract when the sweeper transmission is shifted into reverse.

Complies:  Yes  No

One **extra complete** gutter broom set filled with steel wire bristles shall be furnished.

Complies:  Yes  No

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

**Conveyor:**

The conveyor shall be capable of loading the hopper to 100% of the rated, useable capacity.

Complies:  Yes  No

The conveyor shall be a bi-directional and fully controlled by the operator without leaving the cab. The system shall be fully capable of clearing debris of a wide range of sizes, requiring no adjustments to the system to accomplish the function. Functional clearance shall be accomplished by the ability to elevate the lower portion of the elevator during the sweeping operation.

Complies:  Yes  No

The conveyor shall be reversible in direction without stopping or reversing any broom. The conveyor speed shall be variable from the cab.

Complies:  Yes  No

The conveyor shall be equipped with a jam warning device to warn the operator.

Complies:  Yes  No

The conveyor shall be capable of maintaining heavy loads of material without slipping or stalling. It shall be high strength, belt type with full width cleats or equal design to "carry" material for deposit into the hopper. Conveyor should be designed to work at highway speeds and able to handle DOT sweeping functions including large debris such as hubcaps, mufflers, retreads and other large items. Systems that "drag" material to the hopper are not considered equal to this function.

Complies:  Yes  No

If NO, explain: \_\_\_\_\_

For safety purposes the conveyor shall automatically stop and raise when the transmission is shifted into reverse or when the sweeper is placed in the transport mode.

Complies:  Yes  No

**Sweeping Path:**

The sweeping path with gutter brooms, and main broom in operation shall be a minimum of 120".

Sweeping path: \_\_\_\_\_

**Spray System:**

The spray system shall have a polyethylene water tank with a capacity of not less than 350 gal.

Capacity: \_\_\_\_\_

Complies:  Yes  No

The spray shall operate through nozzles located in accordance with manufacturer's recommendations.

Complies:  Yes  No

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

The water pump shall be electric power and on/off controlled by the operator.

Complies:  Yes  No

The water pump shall be constructed to provide the capability of running dry indefinitely without damage

Complies:  Yes  No

A low water tank level warning light shall be provided in the operator's console.

Complies:  Yes  No

Describe: \_\_\_\_\_

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A fill hose, consisting of a minimum of 16'-8" of 2 ½ inch hose equipped with NST coupling for a fire hydrant and hydrant wrench shall be provided.

Complies:  Yes  No

An in-line water filter shall be provided with the fill hose to prevent contaminants from entering the water system.

Complies:  Yes  No

A 25' wash-down hose shall be provided.

Complies:  Yes  No

The water system shall provide the capability to flush the conveyor and dirt box/hopper.

Complies:  Yes  No

**Dirt Hopper:**

The dirt hopper shall be designed to dump from the curbside (right side) of the sweeper allowing the operator an unobstructed view of the operation without the use of mirrors or other devices.

Complies:  Yes  No

The dirt hopper shall be designed to dump cleanly, rapidly, and fully utilizing hydraulic controls in the operators cab.

Complies:  Yes  No

The operating load capacity shall be not less than 4.5 cu. yd. of material. The useable capacity of the hopper shall be no less than 3.3 cu. Yd. An indicator light shall be included to alert the operator when the hopper reaches capacity. A hopper inspection door shall also be provided to allow visual inspection.

Operating load capacity: \_\_\_\_\_

Describe warning device: \_\_\_\_\_

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The hopper shall provide a lifting capacity of no less than 11,000 lbs. and dump at varying heights from 38" minimum to a maximum of 10'-0" as measured from the open hopper chute.



**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

Dump side: \_\_\_\_\_

Dump heights : \_\_\_\_\_ to \_\_\_\_\_

Lift capacity \_\_\_\_\_ Lbs.

The hopper shall include a side shift feature to shift the hopper a minimum of 11” toward the receptacle to ensure the loaded hopper does not dump debris onto the sweeper.

Complies:  Yes  No

If no, describe: \_\_\_\_\_

Side shift length: \_\_\_\_\_ “

The hopper shall be constructed of high tensile steel with interior epoxy coating or stainless steel with a minimum 7-gauge floor and an 11-gauge wall thickness. The liner material shall be warranted by the manufacturer for no less than 20 years.

Complies:  Yes  No

Describe hopper construction & warranty: \_\_\_\_\_

\_\_\_\_\_

**Note:** Machines requiring the extension of outriggers or stabilizers to dump will not comply with these specifications.

All sweeper controls necessary to retract brooms, lift blower unit, etc. shall be functional to provide moving the machine if the power source is lost.

Complies:  Yes  No

**Instrumentation:**

The sweeper engine instrumentation/indicators shall include the following, visible from either operator's position:

- Tachometer
- Hour meter
- Oil pressure
- Voltage
- Coolant temperature
- Air filter restriction
- Complies:  Yes  No

If no, describe: \_\_\_\_\_

\_\_\_\_\_

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

The sweeping instrumentation shall include the following, visible from either operator's position:

- Hopper full indicator light
- Hydraulic filter restriction indicator
- Sweeper "out-of-level" indicator
- No water spray indicator
- "Raised" hopper indicator
- Gutter broom pressure (one gauge for each broom) to measure pressure to hold brooms in the down position.
- Conveyor jam warning

Complies:  Yes  No

If no, describe: \_\_\_\_\_

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**Automatic Lubrication:**

The sweeper shall include an air powered automatic lubrication system.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Number of points  
lubed: \_\_\_\_\_

The system shall provide lubrication to all grease points on the sweeper and chassis with the exception of rotating shafts.

Complies:  Yes  No

**Finish:**

All visible sweeper body exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The coating must be a minimum of 2 mils thick. The exterior coating shall be manufacturer's standard color.

Complies:  Yes  No

Describe: \_\_\_\_\_

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**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

**General:**

Two (2) copies of all shop manuals, operator's manuals, parts lists, and warranty information shall be provided at time of delivery. Instruction by qualified factory or dealer personnel covering operation and maintenance of the machine shall be provided at time of delivery.

Describe training: \_\_\_\_\_

**Requirements Covering Items Detailed Above:**

All equipment cataloged as standard shall be furnished and in place and shall be included in the purchase price of the unit. Any parts, tools, and/or accessories not specifically called for but required for proper operation shall be provided.

Complies:  Yes  No

The component parts of the unit shall be of proper size and design to safely withstand maximum stresses imposed by a capacity load.

Complies:  Yes  No

Standard tool kits shall be supplied, if required.

Complies:  Yes  No  Not required

If No, explain: \_\_\_\_\_

**Warranty:**

Manufacturer's warranty shall provide one (1) full year on the entire sweeper from the date of the "in-service" by the manufacturer's dealer. Manufacturer's warranty on the chassis and chassis engine shall be a minimum of two (2) years from the "in-service" date. All other manufacturer's standard duration warranties shall be in effect. **Bidder shall attach copy of warranty with bid.**

Complies:  Yes  No

Describe warranty: \_\_\_\_\_

If available the Vendor shall submit a separate bid for optional extended warranty on Dirt Hopper.

Describe warranty: \_\_\_\_\_

Since the continuous operation of this equipment is of the utmost importance and sometimes of an emergency nature, it is necessary that the successful bidder be in a position to render prompt parts and service. Review of the bidder's ability to provide prompt parts and service within the State of Illinois will be considered in determining award.

**Questionnaire for Self-propelled, 4-Wheel, Dual Engine, Mechanical Street Sweeper**

**Training:**

Classroom instruction performed by qualified factory or dealer personnel covering safety, operation, routine service, and maintenance of the machine shall be provided following delivery and acceptance of the machine. The instruction shall be for all personnel assigned by the District as operators or maintainers of the machine. More than any single day may be required to satisfy this requirement.

Complies:  Yes  No

Describe training: \_\_\_\_\_

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The vendor or manufacturer of the unit which is seriously considered for award shall, at the request of the state of Illinois, demonstrate this equipment at a location chosen by the state and in the presence of authorized state personnel to prove out any features which may be in question.

Complies:  Yes  No

This machine is to be delivered in first-class operating condition with acceptance subject to Department of Transportation inspection and approval.

Complies:  Yes  No

**Bid Package:**

Bidders will need to send two copies of each of the following with their proposal.

- a) Bid Document
- b) Specification Questionnaire
- c) Descriptive Literature

State of Illinois  
Department of Transportation  
Bureau of Business Services

**Specifications and Questionnaire for a Hydrostatic, Self-Propelled,  
Three Wheel Broom Street Sweeper with Belt Conveyor**

October 2017

**General:**

This sweeper shall be a self-propelled, 3-wheel, hydrostatic, broom type unit with belt conveyor. The sweeper shall have a front mounted high dumping hopper. It shall be the manufacturer's latest model, of current design and latest production, and shall be complete in all parts. The sweeper must comply with all state and federal safety standards.

**Requirements of the Bidders:**

All bidders are expected to quote upon a manufacturer's latest current production sweeper complete with all standard equipment plus any optional or special equipment required to meet the following specifications. Deviations from these requirements in efforts to obtain extremely low prices will not be acceptable.

**Questionnaire:**

A questionnaire is incorporated in the Proposal to further aid the department in evaluating the quote. If the information called for in the questionnaire is not supplied, the Proposal may not be considered.

**Item Bid:**

**Proposed With This Bid:**

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Manufactured By: \_\_\_\_\_

Vendor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

## Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

**Chassis:**

The sweeper chassis/frame shall be constructed from formed channel and boxed style tubing. The chassis shall be fully welded for maximum strength and include reinforced jacking points for service. A chassis/frame that bolts together is not acceptable.

Complies:  Yes       No

The chassis shall have front and rear tow hooks.

Complies:  Yes       No

The sweeper shall have permanently fixed heavy duty steel bumpers with rubber padding. The bumpers should be capable of limiting the forward movement of the sweeper before the sweeper drive wheels or chassis can impact the target vehicle receiving the hopper discharge.

Complies:  Yes       No

The sweeper shall be of three wheel rear steer design. Front steer configurations are not acceptable.

Complies:  Yes       No

The steering strut shall have dual tires. For safety purposes, single tire steering struts are not acceptable.

Complies:  Yes       No

The rear axle shall be strut type with a minimum capacity of 7,400 lbs. The strut shall be fully sprung, utilizing heavy duty springs to prevent chassis fatigue.

Complies:  Yes       No

The front axles shall be stub type with a minimum capacity of 10,000 lbs. each.

Complies:  Yes       No

**Engine:**

The engine shall be a current production liquid cooled, wet sleeved, diesel engine. The engine shall be rated to provide 74 horsepower at 2400 RPM. The engine shall be rubber mounted to reduce wear and fatigue of the chassis. The engine design shall consist of replaceable wet sleeve cylinder liners to reduce cost of maintenance.

Component:

Make:

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Model:

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Rated H.P.

@

RPM

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Torque:

lb./ft. @

RPM

---

Governed  
RPM:

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**Note:** All HP and Torque ratings must be within governed RPM range.

## **Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor**

Fuel System: The diesel fuel tank shall have a minimum capacity of 35 U.S. gallons and be clearly labeled as "Diesel Fuel only". The fuel system shall be equipped with a fuel and moisture filtration system with warning indication of water in fuel to alert the operator.

Complies:  Yes       No

Engine Shutdown: The engine shall be equipped with automatic shutdown protection when either low oil pressure or high coolant temperature conditions occur. In the event of engine shutdown the steering system shall have a manual override.

Complies:  Yes       No

Air Cleaner: The air filter shall be dual element dry type.

Complies:  Yes       No

Oil filtration: The engine shall be equipped with full flow oil filtration system utilizing a replacement spin on or cartridge type oil filter.

Complies:  Yes       No

Coolant filtration: The engine shall be factory filled with long life anti-freeze coolant and equipped with replaceable spin on type filter.

Complies:  Yes       No

Block Heater: The engine shall be equipped with a 110 volt engine block heater to aid in cold weather starting.

Complies:  Yes       No

Engine Compartment: The engine compartment cover shall have raising assist cylinders to prevent injuries while servicing the engine.

Complies:  Yes       No

### **Transmission:**

The transmission shall be Hydrostatic. The pump shall be variable displacement with separate variable displacement wheel drive motors. Power shall be transferred from wheel drive motors to planetary torque hubs without side loading. The transmission system shall be protected from contamination by a 10 micron filter with an in cab restriction indicator to warn the operator.

Complies:  Yes       No

Direction Control: A single foot pedal shall automatically produce required torque at a set pressure and control both forward and reverse directions.

Complies:  Yes       No

### **Tires and Wheels:**

Front drive tires: The front drive tires shall be tubeless radial tires, 11R22.5 (Load range H) mounted on disc wheels.

Complies:  Yes       No

Rear steer tires: The rear dual steer tires shall be tubeless radial tires, 215/75R17.5 (Load range H) mounted on disc wheels.

Complies:  Yes       No

## Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

### Brake System:

The brake system shall be full power, hydraulically applied, multi caliper disk type with a priority relief valve to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. Brake systems that abruptly stop the sweeper by dynamically braking when the accelerator pedal is released to the neutral position are not acceptable.

Complies:  Yes       No

The loss of Engine, Hydraulic, or Electrical power shall not automatically engage the brakes.

Complies:  Yes       No

The brake engagement nor disengagement shall be dependent upon the engine or electrical system running.

Complies:  Yes       No

Parking Brake: The parking brake shall be positively and mechanically applied to the sweeper's drive axle. The sweeper's parking brake's engagement nor disengagement shall be dependent on any electrical circuit.

Complies:  Yes       No

### Steering:

The steering shall be full power. In the event of engine shutdown the steering system shall have a manual override.

Complies:  Yes       No

The steering columns shall be tilt and telescoping.

Complies:  Yes       No

### Operator's Cab:

The sweeper cab shall be designed to be operated by one man from either the left or right side. The operator's positions shall be equipped with tilt and telescopic steering columns. The steering wheel shall be equipped with center mount horn. The ignition and doors shall be keyed alike. Limb guards protecting the left, right sides and top of the sweeper shall be provided.

Complies:  Yes       No

The operator's seats, fully upholstered, shall be located so that the operator can have an unobstructed 360 degree view of the operations at all times, without the use of mirrors.

Complies:  Yes       No

Both the left hand and right hand seat shall be adjustable, high back, air suspended seats with adjustable lumbar support.

Complies:  Yes       No

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Seat Belts and Shoulder Harnesses: 1 set per seat with metal-to-metal fasteners, shall meet Federal Motor Vehicle Safety Standards



### Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

Complies:  Yes  No

The Cab shall be Manufacturer's standard all-weather, insulated, pressurized, and sound suppressed. The interior of cab shall have automotive type trim and center console.

Complies:  Yes  No

Glass: The cab glass area shall not be less than 8,000 square inches. The cab glass shall allow for a full 360 degree view from either operator station. The glass shall be protected by limb guards.

Complies:  Yes  No

Square Inches: \_\_\_\_\_

Front glass: The front windows shall be tinted with a minimum of 2,200 square inches for optimum forward visibility. The cab shall also feature a sliding rear window.

Complies:  Yes  No

Square Inches: \_\_\_\_\_

To achieve maximum operator visibility the doors shall be all glass. The doors shall be capable of latching completely and sealed or latching leaving a 6" opening for ventilation purposes. The doors shall hinge at the front and latch at the rear.

Complies:  Yes  No

Heater and Defroster: Heavy-duty, fresh air type with all controls for effective heating and/or defrosting under cold weather conditions.

Complies:  Yes  No

Air Conditioning: The cab shall be furnished with a self-contained air conditioning system. The air conditioner shall clean and cool the air and force the air into the cab through adjustable vents.

Component:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Convenience Items:

- 12 volt powerpoint
- Dome light
- Dual armrests
- Interior grab handles with high visibility color or marking. (i.e. Safety Yellow)
- Dual outside grab handles
- Dual sun visors
- AM/FM radio with Weather-band

Complies:  Yes  No

If No, describe: \_\_\_\_\_

## Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

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Windshield Wipers: Heavy-duty, electric with intermittent control

Complies:  Yes  No

Mirrors: The sweeper shall include one inside rear view mirror and two outside west coast type mirrors. The outside mirrors shall be mounted forward of the cab enclosure.

Complies:  Yes  No

Backup Alarm: The sweeper shall have an automatic electronic back-up alarm. The sound levels in the cab shall not exceed OSHA standards.

Complies:  Yes  No

### Controls:

Sweeper controls: All sweeper controls shall be mounted on a central control console with locking ignition for use from either right or left operator position. The controls shall include all sweep, spray water, hydraulic and lighting functions. These controls shall be illuminated rocker switches clearly labeled by name and international symbol.

Complies:  Yes  No

Hopper control: All hopper functions shall be controlled by a single "joystick" control that meets the SAE standard. Multiple levers for hopper control are not acceptable.

Complies:  Yes  No

### Instruments & Warning Systems:

The following instruments and warning systems shall be furnished:

12. Speedometer
13. Odometer
14. Tachometer
15. Fuel gauge
16. DEF/Urea gauge if equipped
17. Engine-coolant temperature gauge
18. Engine oil pressure gauge
19. Engine hour meter. **Note:** Must be oil pressure activated or an electric model activated by engine RPM.
20. Hydraulic filter indicator
21. Drive filter indicator
22. "Filter minder" for air cleaner restriction indicator.
23. Tinted glass in all windows.
24. Daytime running lights
25. Cruise control
26. Hopper capacity - full

Complies:  Yes  No

If No, describe:

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## Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

Rear View Camera: An automatic rear view camera with a minimum 5.6" LCD full color monitor shall be provided. The camera shall display the area behind the sweeper whenever the sweeper is moving in reverse or selected to display rear view at all times. The camera shall be equipped with infra red lamps to allow night vision.

Complies: Yes \_\_\_\_ No \_\_\_\_

### Hydraulic System:

The hydraulic power shall be provided by shaft and gear driven pumps. The hydraulic reservoir shall be a minimum of 33 gallons, baffled, and include a sight gauge. All suction and return lines shall be filtered to prevent contamination of the hydraulic reservoir. A warning indicator shall be supplied to warn the operator if the hydraulic oil in the reservoir falls below the acceptable level required.

Complies:  Yes  No

All sweeper functions shall operate hydraulically.

Complies:  Yes  No

All controls shall be located in the cab.

Complies:  Yes  No

The hydraulic cooler shall be mounted alongside the water radiator to maximize cooling efficiency and allow for thorough cleaning. The cooler shall be protected by a bypass valve to prevent damage.

Complies:  Yes  No

All hydraulic circuits shall have quick-disconnect check ports.

Complies:  Yes  No

### Electrical System:

The electrical system shall be 12 volt with all circuits protected with automatic self-resetting circuit breakers which do not require any action by the operator to reset. The system shall be equipped with a battery disconnect that is capable of disabling the entire sweeper.

Complies:  Yes  No

Describe electrical system: \_\_\_\_\_

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Alternator: The alternator shall be heavy duty unitized alternator/regulator with a minimum of 120 amperes.

Complies:  Yes  No

Battery: The battery shall be maintenance free 12 volts with a minimum of 925 cold cranking amps.

Complies:  Yes  No

Wiring: All electrical connections shall be sealed with weatherproof connectors. All terminals shall be properly crimped, splices ultrasonically welded and fully and completely insulated with heat shrink tubing. For ease of electrical "trouble shooting", all wiring shall be harnessed, color and word coded wires (i.e. "ignition", "lamp", etc.).

Complies:  Yes  No

## Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

### Lighting:

All lighting shall be D.O.T. approved for day and night time operation. The instrument panel shall be internally illuminated for night time operation. All lighting shall be controlled from either operator station.

Complies:  Yes       No

Headlights: The headlights shall be halogen multiple beam, single or dual bulb with high/low activation.

Complies:  Yes       No

Combination lighting: The stop, tail, turn, and clearance lights shall be **LED**.

Complies:  Yes       No

Spotlights: The side broom spotlights shall be fully adjustable for night time operations.

Complies:  Yes       No

### 4-Way Hazard Switch:

As required to operate all turn signal lights simultaneously in a flashing mode

Complies:  Yes       No

### Main Broom:

The broom shall be hydraulic direct drive. The broom speed shall be variable by operator from cab while moving independent of sweeping speed. In cab controls shall allow for control of main broom down pressure, float, and raise.

Complies:  Yes       No

Describe broom operation: \_\_\_\_\_

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The main broom shall raise automatically when the sweeper is reversed. The broom shall return to its sweep position and set down pressure when a forward direction is resumed.

Complies:  Yes       No

The main broom shall be prefab disposable type, double wrapped at both ends, and polypropylene filled. The main broom shall have a minimum diameter of 35 inches and be a minimum of 68 inches long.

Complies:  Yes       No

Broom diameter: \_\_\_\_\_ Inches

Broom length: \_\_\_\_\_ Inches

Describe controls: \_\_\_\_\_

## **Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor**

One (1) extra main broom shall be provided with each machine.

Complies:  Yes       No

One (1) set of Carbide Dirt Shoes shall be provided with each machine.

Complies:  Yes       No

### **Gutter/Side Brooms:**

The side brooms shall be hydraulic, direct drive, vertical digger type mounted on the right and left side of the sweeper.

Complies:  Yes       No

Each side broom shall consist of four (4) replaceable plastic segments filled with tempered wire. The side brooms shall have a minimum diameter of 36 inches and protrude no less than 13 inches beyond the outside of the tire while sweeping.

Complies:  Yes       No

Broom diameter: \_\_\_\_\_ Inches

Sweeping distance beyond tires: \_\_\_\_\_ Inches

Brooms shall be fully adjustable for float, pressure, and tilt and shall provide for same throughout the expected broom life. Overload and obstruction protection shall be included.

Complies:  Yes       No

Broom speed shall be variable by operator from cab while moving independent of sweeping speed.

Complies:  Yes       No

One extra complete gutter broom set filled with tempered wire bristles shall be furnished.

Complies:  Yes       No

Sweeping Path: The sweeping path with side brooms, and main broom in operation shall be a minimum of 10 feet (120").

Sweeping path width: \_\_\_\_\_ Feet

## Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

### Conveyor:

The conveyor shall be hydraulically driven and able to load hopper to 100% of rated useable capacity. To reduce wear on conveyance components, a high strength conveyor belt having full width chevron style cleats and sipes, or equal design shall "carry" debris to the hopper. The conveyor shall be capable of effectively carrying debris of varying sizes without the need to make any adjustments to the conveyor system. **Note:** DOT highway sweeping functions include large debris such as hubcaps, mufflers, retreads and other large items. Systems that "drag" material to the hopper are not considered equal to this function.

Complies:  Yes       No

If NO, describe: \_\_\_\_\_

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The conveyor shall be reversible in direction without stopping or reversing any broom.

Complies:  Yes       No

### Water Spray System:

The spray system shall have a polyethylene or 7 gauge type 304 stainless steel water tank with a minimum capacity 220 U.S. gallons. Steel tanks with epoxy linings are not acceptable.

Complies:  Yes       No

Capacity: \_\_\_\_\_ Gallons

Tank Material: \_\_\_\_\_

The water tank provided shall be conditionally warranted for the original owner's life of the machine.

Complies:  Yes       No

If NO, describe: \_\_\_\_\_

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The water system shall include an anti-siphon water fill feature.

Complies:  Yes       No

The spray shall operate through nozzles located in accordance with manufacturer's recommendations.

Complies:  Yes       No

Pressure in the spray system shall be provided by a water pump operated by power take-off, hydraulic motor, or other suitable device which can be controlled by the operator. The system shall be capable of running dry without mechanical damage to the pump.

Complies:  Yes       No

### Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

A water tank level gauge or low water warning light in cab shall be provided.

Complies:  Yes  No

Describe: \_\_\_\_\_

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A water fill hose with all necessary couplings and wrench to fasten to municipal fire hydrant shall be supplied. The hose shall be a minimum of 16' long. A storage compartment shall be provided for fill hose.

Complies:  Yes  No

The water system shall provide the capability to flush the conveyor and debris hopper.

Complies:  Yes  No

#### Debris Hopper:

The hopper shall be front dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab.

Complies:  Yes  No

Describe: \_\_\_\_\_

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The hopper shall be a front dumping style, allowing the operator to clearly view the dump target. The sweeper shall be capable of dumping at varying heights ranging from ground level through a height of 9'6" with a forward reach of 33 inches.

Complies:  Yes  No

Maximum dumping height: \_\_\_\_\_ Feet/Inches

Forward reach: \_\_\_\_\_ Inches

The hopper volumetric capacity shall be a minimum of 3.6 cubic yards and a minimum useable capacity of 3.5 cubic yards.

Complies:  Yes  No

Volumetric capacity: \_\_\_\_\_ Cubic yards

Useable hopper capacity: \_\_\_\_\_ Cubic yards

The Dump cycle with a trained operator shall not take more than 90 seconds.

Complies:  Yes  No

The hopper shall be equipped with an in cab warning system when full capacity is reached.

Complies:  Yes  No

## Specifications and Questionnaire for a Hydrostatic, Self-Propelled, Three Wheel Broom Street Sweeper with Belt Conveyor

### Finish:

All visible sweeper body exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The coating must be a minimum of 2 mils thick. The exterior coating shall be manufacturer's standard color.

Complies:  Yes  No

Describe: \_\_\_\_\_

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### Maintenance:

The sweeper shall include an automatic lubrication system for the chassis, brooms, and conveyor system to reduce premature wear on mechanical moving components.

Complies:  Yes  No

### Manuals:

Three (3) copies of all shop manuals, operator's manuals, parts lists, and warranty information shall be provided at time of delivery. Instruction by qualified factory or dealer personnel covering operation and maintenance of the machine shall be provided at time of delivery. Delivery and training times shall be decided by the District receiving the equipment. This machine is to be delivered in first-class operating condition with acceptance subject to Department of Transportation inspection and approval.

Describe training: \_\_\_\_\_

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### Requirements Covering Items Detailed Above:

All equipment cataloged as standard shall be furnished and in place and shall be included in the purchase price of the unit. Any parts, tools, and/or accessories not specifically called for but required for proper operation shall be provided.

Complies:  Yes  No

The component parts of the unit shall be of proper size and design to safely withstand maximum stresses imposed by a capacity load.

Complies:  Yes  No

Standard tool kits shall be supplied.

Complies:  Yes  No  Not required



**Specifications and Questionnaire for a Hydrostatic, Self-Propelled,  
Three Wheel Broom Street Sweeper with Belt Conveyor**

Manufacturer's standard warranty shall be provided. ***Bidder shall attach copy of warranty with bid.*** Since the continuous operation of this equipment is of the utmost importance and sometimes of an emergency nature, it is necessary that the successful bidder be in a position to render prompt parts and service in the State of Illinois.

Complies:  Yes       No

Describe warranty: \_\_\_\_\_

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If available the Vendor shall submit a separate bid for optional extended warranty on Dirt Hopper.

Describe warranty: \_\_\_\_\_

The vendor or manufacturer of the unit which is seriously considered for award shall, at the request of the state of Illinois, demonstrate this equipment at a location chosen by the state and in the presence of authorized state personnel to prove out any features which may be in question.

Complies:  Yes       No

**Bid Package:**

Bidders will need to send two copies of each of the following with their proposal.

- a) Bid Document
- b) Specification Questionnaire
- c) Descriptive Literature