

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Department of Transportation
Midwest Fleet Manager
DPIT – 16-94768

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

Brief Description:

The Illinois Department of Transportation (IDOT), on behalf of the Midwest (MW) States (inclusive of the states of Illinois, Michigan, Missouri, Wisconsin), is seeking a Vendor to provide fleet management services who will oversee and coordinate the High Speed Rail (HSR) program throughout the MW. These services will include the coordination with the Maintenance Contractor (MC), Federal Rail Administration (FRA), the Service Operator, and Midwest States Oversight Body (a board comprised of MW State representatives) who will oversee fleet ownership, management, and maintenance of a new MW Next Generation Equipment Pool (NGEP) the new cars and locomotives being bought/manufactured) that will begin coming online on Midwest rail corridors in mid-2016. The MW NGEP must transition in and most of the Service Operator’s current fleet must transition out between the first and final deliveries of the new rolling stock that are expected in mid-2018. The Contractor’s organization, work plan, policies and procedures for this phased rolling stock implementation must be in place prior to July 1, 2017.

The goal and purpose of the MW Fleet Manager (FM) is to effectively and efficiently coordinate and manage maintenance, operational, ownership and other issues related to the MW NGEP. The MW FM shall also coordinate and communicate on issues relating to the MW NGEP with IDOT, the other MW States, FRA, the Service Operator, and other contractors and stakeholders.

This procurement has a **5% BEP** goal. Please see section A.22 Minorities, Females, And Persons with Disabilities Participation and Utilization Plan for more information.

The resulting contract with the awarded Offeror shall have an initial term of **upon execution for 3 years**. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. Subject to the maximum total term limitation, the Agency has the option to renew for the following terms: **two (2) – 3 year renewal options**.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this document. These sections are a material part of this solicitation, and must be returned when applicable with a Offeror’s Offer.

Offers that do not adhere to Form and Content of Proposal 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.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

**STATE OF ILLINOIS
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The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.

FORMS A

Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #

<http://www.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.15.2.docx>

Business and Directory Information 1.
Illinois Department of Human Rights Public Contracts Number 2.
Authorized to Transact or Conduct Affairs in Illinois 3.
Standard Certifications 4.
State Board of Elections 5.
Disclosure of Business Operations in Iran 6.
Financial Disclosures and Conflicts of Interest 7.
Taxpayer Identification Number 8.

FORMS B

Complete this section only if you are using a valid IPG Registration #

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

<http://www.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.15.2.docx>

Illinois Procurement Gateway Registration # and expiration date 1.

OUTLINE

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BEP UTILIZATION PLAN

Download and complete these documents if this RFP contains a BEP goal

Letter of Intent:

<http://www.illinois.gov/cpo/general/Documents/Uniform%20Letter%20of%20Intent%20BEP%20and%20VSB.pdf>

Utilization Plan:

<http://www.illinois.gov/cpo/general/Documents/BEP%20U%20Plan%20V.13.5.docx>

VSB UTILIZATION PLAN

Download and complete these documents if this RFP contains a Veteran goal

Letter of Intent:

<http://www.illinois.gov/cpo/general/Documents/Uniform%20Letter%20of%20Intent%20BEP%20and%20VSB.pdf>

Utilization Plan:

<http://www.illinois.gov/cpo/general/Documents/Veteran%20Small%20Business%20Utilization%20Plan.pdf>

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

- A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.
- A.2. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as “Bulletin”). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency/University shall not be held responsible for information provided by or to any other person.

Solicitation Contact: Rena Dietrich	Phone: 217-785-5234
Agency/University: Illinois Department of Transportation	Fax: 217-782-5634
Street Address: 2300 S. Dirksen Parkway	
City, State Zip: Springfield, IL 62764	
Email: Rena.Dietrich@illinois.gov	

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

- A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE:** All questions, other than questions raised at the Offeror Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than **5 business days before due date**. Questions received and Agency/University 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. Offerors are responsible for monitoring the Bulletin.

A.5. REQUIRED MEETINGS

Vendor Conference/Site Visit: Yes No

Mandatory Attendance: Yes No

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

Date: **February 24, 2016**

Time: **2:00 PM Central Time Zone**

Location: **Illinois Department of Transportation, James R. Thompson Center, 100 West Randolph Street, 9th Floor, Room 9040, Chicago, IL 60601**

Oral Presentations: Yes No

Oral Interviews will be conducted for entities that submit responsive Proposals and meet the **minimum 560 points**. The oral interview will last no longer than 90 minutes. Each Vendor will be allowed a 45 minute presentation followed by a 45 minute question and answer session. The Vendor’s presentation shall not be used to fill in missing or incomplete information in its proposal.

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

Date: **To Be Determined**

Time: **To Be Determined**

Location: **To Be Determined**

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

A.6.1. Offer Due Date & Time

Date: **March 16, 2016**

Time: **1:30 PM Central Time Zone**

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

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

Agency: <u>Illinois Department of Transportation</u>	“Sealed Offer – Do Not Open”
Attn: <u>Rena Dietrich</u>	Project Title#: <u>Midwest Fleet Manager</u> Reference#: <u>16-94768</u>
Address: <u>2300 South Dirksen Parkway</u>	Due Date : <u>March 16, 2016</u> Due Time: <u>1:30 PM Central Time Zone</u>
City, State Zip: <u>Springfield, IL 62764</u>	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

Please note: if you are enclosing your packets in one carrier container, type **Midwest Fleet Manager, Reference Number 16-94768 Attention: Rena Dietrich** on the outside mailing label of the container so we can process your package accordingly and without delay.

A.7. ORGANIZATION REQUIRED: Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully.

A.7.1. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.

A.7.2. Packet 2 shall contain Offeror's Pricing provided in Section 2, Part E.

A.7.3. Packet 3 shall contain the Offeror's Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.7.3.1. Exceptions must be provided on Agency's/University's Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to Agency/University 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.

A.7.3.2. The Agency/University may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.7.4. Packet 4 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

Forms B contains three forms and is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.7.5. Packet 5 shall contain a redacted copy of the Offer.

A.7.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, Section 3, Part F.

A.7.6. Packet 6 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in instruction A.22.

A.7.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in instruction A.23.

Separately seal and label each packet.

A.8. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the IPB reference number, the packet number, the Offeror's name and the wording: **"Sealed Offer – Do Not Open."** The separately sealed packets may

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

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	8	1
PRICING – PACKET 2	1	2	1
SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	1	2	1
FORMS A or FORMS B – PACKET 4	1	2	1
REDACTED OFFER – PACKET 5	1	0	1
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6	1	2	1
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7	N/A	N/A	N/A

- A.9. SECURITY:** Performance Bond: **N/A** If a performance bond is required, Offeror must submit the Performance Bond to the Solicitation Contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- A.10. SMALL BUSINESS SET-ASIDE:** Yes No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit (<https://ipg.vendorreg.com/FrontEnd/ VendorSearchRegistry.asp?TN=ipg&XID=7599>).
- A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract 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.12. FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. These funds expire on **September 30, 2017**. Upon notice of intent to award, the percentage of goods and/or

services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed. While state funding is anticipated to cover the remaining period of performance for the MW Fleet Manager, this funding is not currently in place.

- A.13. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14. GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Offeror may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1, 4, 6 and 8) 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.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

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

- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be

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

A.18. REFERENCES: Yes No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency/University, who can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3, Part J.

Type of References: **Government and Private Firm**

Number of Each Reference Type: **2 of each type preferred (total of 4)**

A.19. 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:

Agency/University	Illinois Department of Transportation
Office:	Division of Public & Intermodal Transit (DPIT)
Attn:	Jennifer Powell Bastian
Address:	James R. Thompson Center 100 West Randolph Street, 6th Floor
City, State Zip:	Chicago, IL 60601
Email:	Jennifer.Bastian@illinois.gov

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/University's Illinois tax exemption number and Federal tax exemption information.

A.20. PROTEST REVIEW OFFICE: Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550, 4.5550, 6.420, and 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related

to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Phone: (217) 720-7267
Facsimile: (217) 558-1399
Illinois Relay: (800) 526-0844

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

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

A.21.1. RESPONSIVENESS: A Responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

A.21.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

A.21.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.

A.21.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

- Valid Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Offeror and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

A.21.1.4. If completing Forms A, required forms may include and may not be limited to:

- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an Offer. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.

- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Forms A , Part 2, or in the Illinois Procurement Gateway.
- Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A , Part 4, or in the Illinois Procurement Gateway.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A , Part 7, or in the Illinois Procurement Gateway.
- Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form in Forms A , Part 6, or in the Illinois Procurement Gateway.
- Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in Forms A , Part 1, or in the Illinois Procurement Gateway.
- Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in Forms A , Part 8, or in the Illinois Procurement Gateway.

A.21.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State’s needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.

A.21.1.6. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

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

A.21.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically 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 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

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

A.21.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

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

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

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

Does this solicitation contain a BEP goal? Yes No

If yes, then the BEP goal is: **5% BEP Goal**

BEP Liaison: **Aundra Williams**

Phone Number: **217-752-5360**

Email Address: Aundra.Williams@illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to the Offer closing date. Go to (<http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

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

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

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

Veteran Small Business Liaison: **N/A**

Phone Number: **N/A**

Email Address: **N/A**

Offerors who submit Offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by Federal law or regulation. 30 ILCS 575(4)(e). Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to the Offer closing date. Go to (<http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification.

-END OF INSTRUCTIONS-

**STATE OF ILLINOIS
SELECTION OF VENDOR**

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.3.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.4.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.
 - B.4.1. The total number of points for Responsiveness is **800**. Offeror must receive a minimum of **560** points to be considered for price evaluation and award.

B.4.2. RESPONSIVENESS ELEMENTS

RESPONSIVE ELEMENTS	RFP Section Location	Maximum Points	Proposal Section & Page Number
<u>TECHNICAL UNDERSTANDING AND APPROACH</u> (TOTAL POINTS 375)			
In your proposal detail your understanding of the scope of work including all tasks identified herein and describe the methodology proposed to fulfill the scope. The proposal should also include a description of interfaces and responsibilities to key stakeholders. The Vendor must be capable of providing the necessary resources (consultants), including subcontractors, to accomplish the scope of work.	D.2.1	100	
Provide examples of how you have set and monitored reliability and other operational performance goals on previous projects and how you would propose to modify this process for the Midwest "Hub" network.	D.2.2	25	
Provide a detailed response on how your team will ensure effective day-in, day-out coordination between the FM, MC and Service Operator, including the processes for ensuring that the MC and the Service Operator are prepare to operate the scheduled service required each day, assuring that trains of the proper capacity and configuration are ready when required to fill particular operating schedules.	D.2.3	50	
Drawing on your previous experience with responsibilities similar to those required of the FM, provide examples of the innovation you will implement in providing the required	D.2.4	25	

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services for the Midwest “Hub” FM assignment. This is of particular interest to the Midwest states.			
Provide a risk mitigation strategy that describes potential challenges and risks with the required work scope and strategies to cope with these issues to ensure that timely completion of the required tasks.	D.2.5	50	
In your proposal include a work order outlining the tasks identified in ONLY Task 1. It is anticipated that Task 1 will be completed within 10 months of contract execution. The Agency has identified key tasks that should be addressed in the Vendor’s work order. Vendors should consider these tasks as well as any additional tasks related to the plan for FM implementation when preparing its work order. The work order is to include at a minimum; tasks, timeframes, and resources.	D.2.6	100	
Provide an organizational chart showing all professional and support staff for this contract and a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For those individuals not presently employed by the Vendor, submit documentation for each individual that shows his or her intent to work, background and qualifications, and the hours of commitment over the contract period.	D.4.3	25	
<u>PAST EXPERIENCE AND PERFORMANCE</u> <u>(TOTAL POINTS 200)</u>			
Please provide descriptions of relevant work conducted within the last ten (10) years that is the same or similar to the work scope to the proposed work scope. Include a detailed description of the work scope of each referenced task along with the approximate value of the contract, size and make-up of the rail vehicle fleet and associated facilities and/or equipment, duration of the contract, and reasons for contract termination/completion of the contract is not currently active.	D.4.5	100	
For each of the referenced past contracts, please describe the requirements or metrics used to measure contract performance. Include a detailed breakdown, on a monthly basis or other periodicity as specified in the referenced contract, for achieved performance during the contract term in terms of the measures or goals specified by the contract. For long duration contracts, the most recent five (5) years of performance figures will be considered. Explanations shall be provided for any time intervals during the performance term where performance goals were not met.	D.4.6	100	
<u>RESOURCES (TOTAL POINTS 75)</u>			
Provide resumes of Vendor's personnel (including the general manager and finance executive/manager as	D.4.1 &	75	

**STATE OF ILLINOIS
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described in section D.4.1), including all subcontractors, who will be assigned to the tasks of the contract. Each resume should be up-to-date and include the individual's full name, educational background, certificates/licenses, and years of experience and employment history (in chronological order; most recent first). Based on the nature of the above task orders, it is not expected that all proposed staff performing task 2 are identical with the staff from the other task orders. An intelligent overlap though is expected.	D.4.2		
<u>REFERENCES (TOTAL POINTS 50)</u>			
Please provide references from established private firms or government agencies other than the Midwest states, (two minimum; two of each type preferred), that can attest to your experience and ability to perform the contract subject of this solicitation. Letters of support are not considered to be references. Please complete References form attached and include in packet 3. The Agency will contact the four references provided by the Vendor and will expect a timely response by each reference. For those references who do not provide a timely response (within seven business days from first contact by agency), the Agency will assign 0 points for that reference. References submitted should be similar work to the scope of services of this solicitation.	D.4.5	50	
<u>SUB TOTAL</u>		<u>700</u>	
***VENDORS MUST SCORE AT LEAST 560 OUT OF THE 700 SUB TOTAL POINTS FOR THE RESPONSIVE ELEMENTS TO BE CONSIDERED FOR ORAL PRESENTATIONS.			
<u>ORAL PRESENTATION (TOTAL POINTS 100)</u>			
The presentation should provide a concise summary of all key element of the Vendor's proposal including technical understanding of the work, understanding of contract requirements, past experience and performance, work approach, staffing, and organization structure. Individuals who are proposed for key roles in the Vendor's project organization must be present and have a substantial role in the delivery of the presentation. Points will be awarded based on the vendors presentation and subsequent question and answer session.	D.4.7.1	100	
<u>GRAND TOTAL</u>		<u>800</u>	
*** VENDORS MUST SCORE AT LEAST 560 OUT OF THE 800 POINTS FOR THE RESPONSIVENESS ELEMENTS TO BE CONSIDERED FOR ANY PRICE OPENING OR AWARD.			

STATE OF ILLINOIS SELECTION OF VENDOR

- B.5.** IDOT reserves the right to modify the scores of an offereor's technical score baed on the oral presentation.
- B.6.** The total number of points for Price is 200. The State will determine Price points using the following formula:
- Maximum Price Points X (Lowest Price/Offeror's Price) = Total Price Points
- B.7.** The maximum number of points is 1,000 (Responsiveness 800 + Price 200).

STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

C. Project Title / Reference # **Midwest Fleet Manager (Reference #: 16-94768)**

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

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

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

Yes No

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

Yes No N/A

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

Yes No N/A

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

Yes No

C.5. FORMS A or FORMS B: Offeror is properly submitting either Forms A or Forms B, but not both.

Yes No

C.6. BOND: If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes No N/A

C.7. SMALL BUSINESS SET-ASIDE: Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes No N/A

C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

Yes No

- C.8.1 Offeror’s Proposed Solution to Meet the State’s Requirements Yes No
- C.8.2 Milestones and Deliverables Yes No
- C.8.3 Offeror/Staff Specifications Yes No
- C.8.4 Transportation and Delivery Terms Yes No N/A
- C.8.5 Where Services Are to Be Performed Yes No N/A

C.9. PACKET 2 – PRICING

Yes No

C.10. PACKET 3 – OFFER

Yes No

- C.10.1 Offer Yes No
- C.10.2 Exceptions to Solicitation Contract Terms and Conditions Yes No N/A
- C.10.3 Supplemental Provisions Yes No N/A
- C.10.4 Subcontractor Disclosures Yes No N/A
- C.10.5 References Yes No
- C.10.6 Acknowledgments – Attachment A Yes No

C.11. PACKET 4 – FORMS A

Yes No

- C.11.1 Business and Directory Information Yes No
- C.11.2 Illinois Department of Human Rights Public Contracts Number Yes No
- C.11.3 Standard Certifications Yes No
- C.11.4 Disclosure of Business Operations in Iran Yes No
- C.11.5 Financial Disclosures and Conflicts of Interest Yes No
- C.11.6 Taxpayer Identification Number Yes No

C.12. PACKET 4 – FORMS B

Yes No

- C.12.1 Illinois Procurement Gateway Registration # with expiration date Yes No
- C.12.2 Certifications Timely to this Solicitation Yes No

C.12.3 Disclosures of Lobbyists and Pending Contracts Yes No

C.13. PACKET 5 – REDACTED OFFER

Yes No

C.14. PACKET 6 – BEP UTILIZATION PLAN

C.14.1 Does this solicitation contain a BEP goal? Yes No

C.14.2 Minorities, Females, Persons with Disabilities Participation and Utilization Plan Yes No N/A

C.15. PACKET 7 – VSB UTILIZATION PLAN

C.15.1 Does this solicitation contain a VSB goal? Yes No

C.15.2 Veteran Small Business Participation and Utilization Plan Yes No N/A

C.16. PREFERENCES

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

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

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).

- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation: [Enter text](#)

Signature of Authorized Representative: _____

Printed Name of Signatory: [Enter text](#)

Offeror's Name: [Enter text](#)

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

STATE OF ILLINOIS

SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

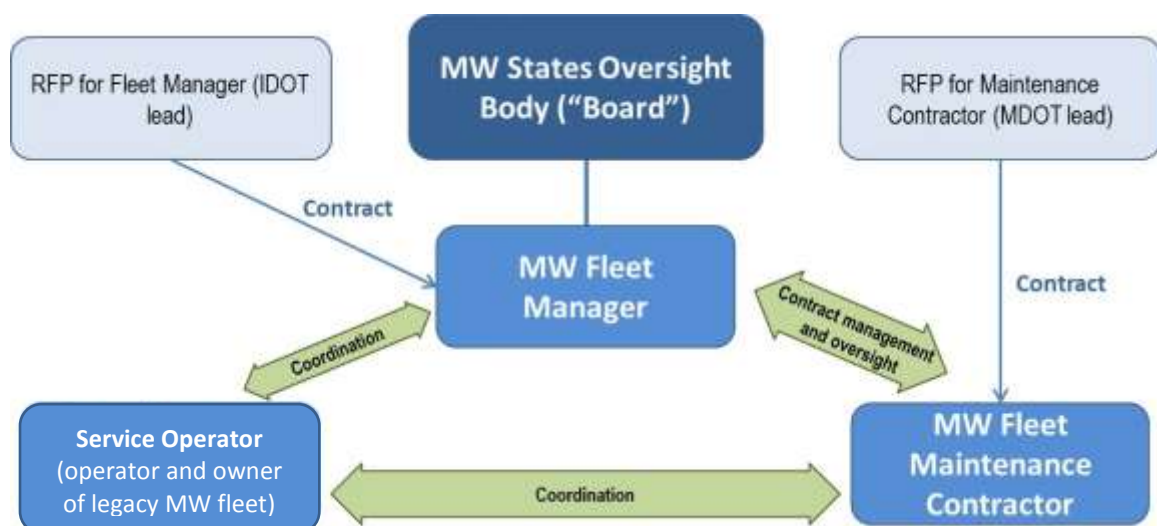
D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL:

The Illinois Department of Transportation (IDOT), on behalf of the Midwest (MW) States (inclusive of the states of Illinois, Michigan, Missouri, Wisconsin), is seeking a Vendor to provide fleet management services who will oversee and coordinate the High Speed Rail (HSR) program throughout the MW. These services will include the coordination with the Maintenance Contractor (MC), Federal Rail Administration (FRA), the Service Operator, and Midwest States Oversight Body (a board comprised of MW State representatives to oversee fleet ownership, management, and maintenance) who will be responsible for the maintenance of a new MW Next Generation Equipment Pool (NGEP) the new cars and locomotives being bought/manufactured) that are expected to begin coming online on Midwest rail corridors in mid-2016. The MW NGEP must transition in and most of the Service Operator's current fleet must transition out between the first and final deliveries of the new rolling stock that are expected in mid-2018. The Contractor's organization, work plan, policies and procedures for this phased fleet implementation must be in place prior to July 1, 2017.

The goal and purpose of the MW Fleet Manager (FM) is to effectively and efficiently coordinate with the MW States, FRA, and other stakeholders, and manage and develop solutions for maintenance, operational, ownership and other issues related to the MW NGEP. The MW FM shall also coordinate and communicate on issues relating to the MW NGEP with IDOT, the other MW states, FRA, the Service Operator, and other contractors and stakeholders.

In addition, the Michigan Department of Transportation (MDOT), on behalf of the Midwest States, is currently seeking a MC through the RFP process for the maintenance of the MW NGEP once it starts coming online mid-2016. It was determined by the MW states and FRA that it would be best to have a vendor coordinate maintenance of the MW NGEP on a regional basis. Below is a high-level organizational chart showing the structure for MW NGEP management, including the roles of both the FM and MC.



This new MW NGEP will include at least 33 new diesel-electric locomotives and up to 88 new bi-level railcars, with the potential for additional locomotives and cars as future funding opportunities are identified. It is the goal of the MW states to replace in entirety the current service operator-provided

rolling stock. Funding limitations and other constraints may require this to be accomplished in phases. Nippon Sharyo USA will be manufacturing bi-level railcars in its Rochelle, Illinois facility and Siemens will be manufacturing locomotives in its Sacramento, California facility. The FM and the Service Operator will work together to ensure that the mix of ownership of the 33 new locomotives, up to 88 new bi-level rail cars, and the current Service Operator consists that will remain in the MW fleet for service (quantity TBD) will be taken into account in the preparation of the MW “Hub” (see table below) to avoid delays in the implementation of the new consists.

Through multiple grant agreements with the federal government, the MW States along with the states of California and Washington are jointly procuring new bi-level railcars and locomotives. The entire MW NGEP is being purchased with grant funding from the FRA. IDOT is leading the locomotive procurement on behalf of itself and the other MW States, while the California Department of Transportation (CALTRANS) is leading the bi-level railcar procurement with IDOT serving as the lead MW state. The NGEP will serve on various MW routes as indicated in the below table.

8 Midwest “Hub” Network Routes	
Route Name	Route Endpoints
Hiawatha Service	Chicago-Milwaukee
Quincy Service	Chicago-Quincy
Lincoln Service	Chicago-St. Louis
Carbondale Service	Chicago-Carbondale
Wolverine Service	Chicago-Detroit-Pontiac
Blue Water Service	Chicago-Port Huron
Pere Marquette Service	Chicago-Grand Rapids
Missouri River Runner	St. Louis-Kansas City

D.2. SUPPLIES AND/OR SERVICES REQUIRED:

The Vendor shall provide fleet management services for the new MW NGEP. IDOT has been selected to contract with a MW Fleet Manager which will be responsible for overseeing the entire new high speed rail locomotives and bi-level cars for the MW region. The MW states, Illinois (IL), Michigan (MI), Missouri (MO), and Wisconsin (WI), are receiving a brand new HSR fleet that to a large share will replace the Service Operator’s aged equipment. It is the goal of the MW states to replace the service operator’s equipment in its entirety, though funding and other constraints may require this to be done on a phased-basis. The Fleet Manager will oversee all related interfaces such as the Service Operator, MC, and other critical operations as described below in this section.

It is important to note that the FRA grant that funds the MW FM expires on September 30, 2017. This is why this RFP is written around the requirement for the Contractor’s organization, work plan, policies and procedures for dealing with this phased fleet implementation must be in place by July 1, 2017. While state funding is anticipated to cover the remaining contract for the MW FM, this funding is not currently in place.

The MW states want the FM to demonstrate innovation and flexibility in the conduct of the fleet management services. The MW states expect the Vendor’s proposal to detail necessary processes, determine needed resources, and create tools and systems required to develop, implement, and execute ongoing FM operations to manage the phased implementation of the new MW NGEP, oversee the MC, and collaborate with stakeholders. The Agency has identified key tasks that should be addressed in the Vendor’s proposal and included in the submitted methodology and work order. Vendors should consider these tasks when preparing their proposal as well as any additional tasks.

At a minimum every 12 months, the Vendor will develop and present to the MW states a work order with proposed timelines identifying the tasks, resources and responsibilities for the FM. The Vendor and the MW states will review progress on at least an annual basis or as determined necessary in order to adjust implementation as necessary.

Statement of Work:

The Vendor's proposal shall be broken down to the following two sections;

- **Methodology** - The Vendor's proposal shall demonstrate an understanding of the scope of work including all tasks identified herein and describe the methodology proposed to fulfill the scope. The proposal should also include a description of interfaces and responsibilities to key stakeholders. The Vendor must be capable of providing the necessary resources, including subcontractors, to accomplish the scope of work.
- **Work Order** - The Vendor's proposal shall also include a work order outlining the tasks identified in Task 1. It is anticipated that task 1 will be completed within 10 months of contract execution. After contract execution, the Vendor and Agency will finalize the work order to start implementation process.

Task 1: Plan for FM Implementation – Work Order

During Task 1 the FM shall prepare processes, assign resources, and create tools and systems required to implement and execute ongoing FM operations to manage the phased implementation of the new MW NGEP, oversee the MC, and collaborate with stakeholders. Recommendations for processes, resources, and tools/systems standards need to be agreed to by the MW states. Completion of this task is anticipated to be within 10 months after contract execution.

Plan Development (Task PoP: approximately 10 months)

In this subtask of the program, the FM shall address all equipment planning requirements and procedures. In order to address all equipment planning requirements and procedures the Vendor's proposal must, at a minimum, include the following bullet points:

- develop a life cycle cost (LCC) model for the management of the rolling stock assets (considering their phased implementation, etc.);
- create a financial plan with particular emphasis on OPEX/CAPEX;
- plan a maintenance cost-sharing model in which the Vendor shall identify the equipment and tools (software, etc.) it will provide in order to successfully perform the modeling and reporting aspects of the FM responsibilities;
- set reliability and other operational/performance goals for the MW fleet, to be reviewed on an annual basis and revised as necessary;
- establish the maintenance tasks which the MC shall be required to perform;
- Support the MC with its efforts to ramp up a maintenance program for the NGEP
- establish equipment modification programs (improvements and/or enhancements) for the MW fleet, including the schedule and budget that will govern the completion of these programs by the MC;
- establish the requirements for regular performance and financial reporting by the MC; and
- establish guidelines and criteria for the fleet maintenance plans and budgets to be prepared on an annual basis by the MC.

Task 2: Maintenance Facility Feasibility Study (Optional Service)

The Agency would like to evaluate the Vendor's plan for state-owned and service operator-owned fleet maintenance and deployment. This should not be part of the Vendor's submitted work order but should be addressed in Vendor's proposal as part of the methodology. This is an optional service; IDOT will determine the need for implementing this portion of the contract at a later date. If IDOT decides the feasibility study is needed, then it will be a part of the annual work order.

At a minimum, this task shall address:

- a strategy for deployment and maintenance of the mixed fleet of state-owned and service operator-owned rolling stock;
- the transition plan which covers all activities in the complete replacement of the service operator-owned equipment
- the minimum requirements for the maintenance facilities (and their associated equipment requirements) that are deemed necessary to provide maintenance services for the Midwest "Hub" fleet;
- suggest locations for the facilities; and
- a timeline for the planning, design, construction and implementation of these facilities should be submitted as part of this subtask.

Task 3: Establishment of FM

The Vendor's proposal should address how the role of the FM function will be initiated after the planning and implementation phase. The plan must include, at a minimum, the following.

- identifying all transition and ramp-up phase activities, including those required to transition into the day-in/day-out management and oversight operations required of the FM;
- provide a plan for the monitoring of equipment deliveries, testing, acceptance, etc., identifying the process by which issues are raised to the states through IDOT;
- provide a plan for the continued execution of all routine fleet management operations (reflecting the full implementation of the NGEP in service and as this becomes a mature operation); and
- detail the process for the formal and regular reporting to the MW Executive Board (considering how this requirements may change as the full NGEP enters service and transitions to a mature operation), the on-going conduct of coordinated configuration control activities in conjunction with the MC; and, on-site oversight of the MC and Service Operator, as required.

Task 4: Organizational development of final FM Model

The Vendor's proposal shall identify, assess and recommend organization models as the preferred long-term solution for the FM function. At a minimum, the vendor must:

- suggest revisions to the current FM organization and operations, drawing on lessons learned;
- identify and assess alternative models and best practices; and
- prepare a recommendation of one preferred solution that meets all requirements. This recommendation should include a viable long-term funding of the FM.

D.2.1 In your proposal detail your understanding of the scope of work including all tasks identified herein and describe the methodology proposed to fulfill the scope. The proposal should also include a description of interfaces and responsibilities to key stakeholders. The Vendor must be capable of

providing the necessary resources (consultants), including subcontractors, to accomplish the scope of work.

D.2.2 Provide examples of how you have set and monitored reliability and other operational performance goals on previous projects and how you would propose to modify this process for the Midwest “Hub” network.

D.2.3 Provide a detailed response on how your team will ensure effective day-in, day-out coordination between the FM, MC and Service Operator, including the processes for ensuring that the MC and the Service Operator are prepared to operate the scheduled service required each day, assuring that trains of the proper capacity and configuration are ready when required to fill particular operating schedules.

D.2.4 Drawing on your previous experience with responsibilities similar to those required of the FM, provide examples of the innovation you will implement in providing the required services for the Midwest “Hub” FM assignment. This is of particular interest to the Midwest states.

D.2.5 Provide a risk mitigation strategy that describes potential challenges and risks with the required work scope and strategies to cope with these issues to ensure that timely completion of the required tasks.

D.2.6 In your proposal include a work order outlining the tasks identified in ONLY Task 1. It is anticipated that Task 1 will be completed within 10 months of contract execution. The Agency has identified key tasks that should be addressed in the Vendor’s work order. Vendors should consider these tasks as well as any additional tasks related to the plan for FM implementation when preparing its work order. The work order is to include at a minimum; tasks, timeframes, and resources.

D.3. MILESTONES AND DELIVERABLES:

The deliverables required by this contract shall include:

D.3.1 Upon execution of a contract, the Vendor and Agency shall finalize the work order defined in section D.2.2 making any changes necessary as directed by Agency. This contract shall be an on-demand contract and the Vendor shall not perform any services without an Agency-approved work order.

D.3.2 Work orders will be submitted to the Agency for approval at a minimum every 12 months. Work orders should follow the same format as the work order in D.3.1 unless directed by the Agency. The vendor shall be expected to complete the scope of work described in each work order within the budget and timeframe specified. The vendor shall not be compensated for unauthorized services or unauthorized costs.

D.3.3 All significant issues must be immediately brought to the Agency’s attention by the Vendor.

D.3.4 Monthly meetings shall be conducted by the Vendor with the Midwest states and FRA to report on project status, preliminary and final results, and any issues and questions related to the execution of project work in all tasks identified in work orders. Monthly meetings can be adjusted at the discretion of the Agency as well as additional entities.

D.3.5 A minimum of three workshops will be conducted by the Vendor including participants from the Agency, Midwest states, and FRA to identify issues as well as develop and document solutions. Additional entities/staff may be added at the discretion of the Agency.

D.3.6 Submit a draft and final report of all approved work orders which include tasks as determined necessary by the Agency.

D.3.7 Conduct final lessons-learned workshop with final documentation and recommendation of potential improvements with regards to organization, processes, and interfaces to key stakeholders as determined necessary by the Agency.

D.4. OFFEROR / STAFF SPECIFICATIONS:

A resource/consultant working on this contract must have experience outlined in section D.2 and submit the Acknowledgments (Attachment A) form in Packet 3.

D.4.1 Vendor must provide documentation in its proposal indicating staff having experience in conducting management of commuter Intercity and state corridor passenger rail operations. Specifically, the Vendor must include resumes for the following positions meeting or exceeding the following requirements:

- **General Manager:** A minimum of 15 (fifteen) years of extensive and diversified management experience of increasing responsibility developing and executing complex and varied programs in a large public service delivery entity or private corporation. Possess knowledge of and experience with federal and state government processes and generally accepted principles and practices of public administration and rail transportation system operations. Graduation from an accredited college or university with a Bachelor's Degree in Engineering or other related fields. Master's degree preferred. Experience relevant to the position will be considered in lieu of educational background.
- **Finance Executive/Manager:** A minimum of 10 (ten) years of experience in general accounting, financial management and planning, disbursement operations, and project finance in to include, but not exclusive to the passenger rail environment. Prior experience in dealing with federal and state funding practices and requirements. Graduation from an accredited college or university with a Bachelor's Degree in Business Administration, Financial Management, or related fields. Master's degree preferred.

D.4.2 Provide resumes of Vendor's personnel, including all subcontractors, who will be assigned to the tasks of the contract. Each resume should be up-to-date and include the individual's full name, educational background, certificates/licenses, and years of experience and employment history (in chronological order; most recent first). Based on the nature of the above task orders, it is not expected that the proposed staff performing task 2 are identical with the staff from the other task orders. An intelligent overlap though is expected.

D.4.3 Provide an organizational chart showing all professional and support staff for this contract and a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For those individuals not presently employed by the Vendor, submit documentation for each individual that shows his or her intent to work, background and qualifications, and the hours of commitment over the contract period.

D.4.4 Please provide references from established private firms or government agencies other than the Midwest states, (two minimum; two of each type preferred), that can attest to your experience and ability to perform the contract subject of this solicitation. Letters of support are not considered to be references. Please complete References form attached and include in packet 3. The Agency will contact the four references provided by the Vendor and will expect a timely response by each reference. For those references who do not

provide a timely response (within seven business days from first contact by agency), the Agency will assign 0 points for that reference. References submitted should be similar work to the scope of services of this solicitation.

D.4.5 Please provide descriptions of relevant work conducted within the last ten (10) years that is the same or similar to the work scope to the proposed work scope. Include a detailed description of the work scope of each reference task along with the approximate value of the contract, size and make-up of the rail vehicle fleet (with specific discussion as to whether or not a phased implementation was required) and associated facilities and/or equipment, duration of the contract, and reasons for contract termination/completion of the contract is not currently active.

D.4.6 For each of the referenced past contracts, please describe the requirements or metrics used to measure contract performance. Include a detailed breakdown, on a monthly basis or other periodicity as specified in the referenced contract, for achieved performance during the contract term in terms of the measures or goals specified by the contract. For long duration contracts, the most recent five (5) years of performance figures will be considered. Explanations shall be provided for any time intervals during the performance term where performance goals were not met.

D.4.7 Oral Presentations will be conducted for entities that submit responsive Proposals and meet the requirements listed in Section B of the solicitation including the 560 minimum point requirement in Section B.4.2. Vendor's who do not meet the minimum points of 560, will not qualify for the oral presentation.

These presentations shall be conducted at **to be determined**. The oral presentation will last no longer than 90 minutes. Each Vendor will be allowed a 45 minute presentation followed by a 45 minute question and answer session. The Vendor's presentation shall not be used to fill in missing or incomplete information in the RFP. The presentation is used solely for IDOT to seek clarification of the Vendor's proposal. **IDOT reserves the right to modify the scores of an offeror's technical score based on the oral presentation. The Oral Presentation location and date/time is to be determined and qualifying Vendor's will be notified of the location and date/time in writing.**

D.4.7.1 The presentation should provide a concise summary of all key element of the Vendor's proposal including technical understanding of the work, understanding of contract requirements, past experience and performance, work approach, staffing, and organization structure. Individuals who are proposed for key roles in the Vendor's project organization must be present and have a substantial role in the delivery of the presentation. Points will be awarded based on the vendors presentation and subsequent question and answer session.

D.5. TRANSPORTATION AND DELIVERY TERMS: N/A

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: **MS Word/Adobe PDF**.

[Click here to enter text.](#)

D.7. SUBCONTRACTING

D.7.1. Subcontractors **are** allowed. 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. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

D.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.

D.7.3. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

D.8. WHERE SERVICES ARE TO BE PERFORMED

D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.

D.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

D.8.3. Location where services will be performed:

- The Vendor shall be responsible for working in the greater Chicago area. The exact location will be determined at the time of award to the Maintenance Contractor.
- The Vendor shall conduct services at other IDOT facilities throughout the State of Illinois (See Exhibit 1); other Agency locations including Midwest states if needed.

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

Include Part D and related attachments in Packet 1

STATE OF ILLINOIS

PRICING

SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

- E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer Non-Responsive and ineligible for award.
- E.1.2. Method and Rate of Compensation: Vendor must complete the following, stating fully-loaded hourly rate to be worked by staff stated below.
- E.1.3. The total cost per hour stated for each individual shall be a fully-loaded hourly rate **inclusive** of salary, benefits, insurance, overhead, equipment expense, and other associated expenses. **Travel expenses assigned through a work order shall not be included in the fully loaded hourly rate.**
- E.1.4. Travel expenses are allowed and will be reimbursed as a direct expense based on actual costs. All travel must be pre-approved and follow guidelines set forth in the State of Illinois Travel Regulations for the fiscal year costs are incurred. (Reference the following site: <http://www.illinois.gov/cms/Employees/travel/Pages/default.aspx>.) Travel reimbursement only pertains to travel through an approved work order and not travel to and from the headquarters location.
- E.1.5. Assigned staff for each work order and their background will be supplied to and are subject to approval by the Agency. No staff substitutions shall be made without written approval from the Agency.
- E.1.6. All work will be performed and payments made within the hours agreed from the approved work order. No billable service hours will be considered for payment unless they are in compliance with an approved work order.
- E.1.7. All labor for this contract will be billed using only these labor rates. The labor rate for each labor category will be applicable for the duration of the contract.
- E.1.8. The fully loaded hourly rate shall correspond to the current term of the contract and shall not change until the current renewal option. Each table listed has rates for the current term and shall be billed using the current rate for each term of the contract.
- E.1.9. The Vendor's project administration costs are not billable as separate costs. For the purposes of this contract, project administration costs are considered indirect costs (overhead). Project administration costs include, but are not limited to, labor costs of staff and/or subcontractors performing work such as work order and billing preparation, general contract discussions, general management/administrative activities and contract administration meetings between the Agency and the Vendor.

E.1.10. Violations of Federal Regulations may include the levying of fines by the FRA. Except in those instances where the FM and the MW States Oversight Body agree that the FRA’s enforcement action is unwarranted, the FM shall pay these fines, the cost of which shall be recoverable, except in the case where the fine was the result of action/inaction caused by the FM. When the FM and the MW States Oversight Body agree that the enforcement action is unwarranted, these parties shall jointly mount the defense of this case.

E.1.11. Pricing shall be submitted in the following format:

***The estimated annual hours listed below are for evaluation purposes only and not a guarantee or requirement of hours for any particular labor category. The Vendor must complete the table below adding labor categories for each resource identified in their staffing plan. The Vendor may add additional rows if necessary and include a fully loaded hourly rate, (EXCLUDING TRAVEL COSTS as described in E.1.4), estimated total cost, and estimated total price for each resource.**

3 YEAR INITIAL TERM

LABOR CATEGORY	ESTIMATED ANNUAL HOURS	FULLY-LOADED HOURLY RATE - FIXED	ESTIMATED TOTAL COST
General Manager	1,950	\$	\$
Finance Executive/Manager	1,950	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
ESTIMATED TOTAL PRICE:			\$

E.2. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated.

E.3. EXPENSES ALLOWED: Expenses are not allowed are allowed as follows:

E.3.1 Travel expenses are allowed on an actual costs reimbursement basis and should not be included in the loaded hourly rate. All travel will be at the discretion of Agency. Reimbursement for travel expenses will be limited to those expenses provided in the State of Illinois Travel Regulations including but not limited to lodging, transportation, and daily per diem. Travel reimbursement only pertains to travel while in the course of approved work order and not travel to and from the headquarters location.

E.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.

E.5. TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.

E.6. OFFEROR’S PRICING OFFER: Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.

E.6.1. Offeror’s Price for the Initial Term: [Click here to enter text.](#)

E.6.2. Renewal Compensation: **Based on the renewal tables below.**

E.6.2.1. Agency Formula for Determining Renewal Compensation: Please complete each table for each renewal option. The hourly rate will be applicable during each renewal option and will not change until the next renewal term. The estimated hours are for evaluation purposes only and not a guarantee of work. Please make sure to complete both tables including the estimated total price.

3 YEAR RENEWAL OPTION 1

LABOR CATEGORY	ESTIMATED ANNUAL HOURS	FULLY-LOADED HOURLY RATE - FIXED	ESTIMATED TOTAL COST
General Manager	1,950	\$	\$
Finance/Executive Manager	1,950	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
ESTIMATED TOTAL PRICE:			\$

3 YEAR RENEWAL OPTION 2

LABOR CATEGORY	ESTIMATED ANNUAL HOURS	FULLY-LOADED HOURLY RATE - FIXED	ESTIMATED TOTAL COST
General Manager	1,950	\$	\$
Finance/Executive Manager	1,950	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
ESTIMATED TOTAL PRICE:			\$

E.6.2.2. Offeror’s Price for Renewal(s): [Click here to enter text.](#)

Include Section 2 Part E and related attachments in Packet 2

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of *Upon execution and will remain in effect till 3 years after execution date.* If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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

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

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): *two (2) – 3 year renewal option.*

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

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

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

If Vendor fails to perform any material requirement of this contract to the State's satisfaction, 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, then 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 this contract without additional written notice or (b) enforce the terms and conditions of this 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.

1.4. 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.

1.4.1. 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.

1.5. 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.

F.2. PAYMENT TERMS AND CONDITIONS:

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

2.2. 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 this contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

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

2.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with this 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.

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

2.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of 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 be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.
 - 2.6.2.1. All invoices shall be submitted monthly and based on an approved work order unless otherwise determined by the Agency.

- **THE VENDOR SHALL INCLUDE THE CONTRACT REFERENCE NUMBER: 16-94768 ON ALL INVOICES SUBMITTED FOR PAYMENT. IF AN INVOICE DOES NOT HAVE THE CONTRACT REFERENCE NUMBER, THE INVOICE WILL BE REJECTED.**

Send invoices to:

Agency/University:	Illinois Department of Transportation
Office:	Division of Public & Intermodal Transit
Attn:	Jennifer Powell Bastian
Address:	James R. Thompson Center, 100 W. Randolph, 6 th Floor
City, State Zip	Chicago, Illinois 60601
Attn:	Jennifer.Bastian@illinois.gov

F.3. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

F.4. 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.

F.5. 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 this contract or completion of the contract, and by the subcontractor(s) 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/University, 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.

- F.6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- F.7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- F.8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. 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 that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

- F.11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any 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. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- F.12. 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 additional 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 the 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.
- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- F.16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 17.3. 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.

17.4. 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).

F.18. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

F.19. CONTRACTUAL AUTHORITY: The Agency/University 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/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

F.20. NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

F.21. MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

F.22. PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to 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.

F.23. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

F.24. SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

F.25. WARRANTIES FOR SUPPLIES AND SERVICES

25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e)

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

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

25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance 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.

F.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

F.27. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

G. [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: **16-94768**), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

Signed: _____

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

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

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

Agency/University Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

PASSENGER RAIL INVESTMENT AND IMPROVEMENT ACT OF 2008.

Section 1. Buy America. Vendor agrees to comply with the Buy America provisions set forth in 49 U.S.C. §24405(a), any FRA Guidance on Buy America (available at <http://www.fra.dot.gov/Pages/251.shtml>) and the provisions of Attachment EE, Appendix A “Specific Terms and Conditions,” Section 1 “Buy America Requirements,” with respect to the use of steel, iron, and manufactured goods produced in the United States.

Section 2. Labor Provisions. Vendor recognizes that 49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C., See. 231 et seq.), the Railway Labor Act 43 (43 U.S.C. 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.).

Section 3. Labor Protective Arrangements. Vendor shall comply with the protective arrangements established under section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the project financed in whole or in part under this arrangement (See 49 U.S.C. 24405(c).) Vendor agrees to comply with the protective arrangements established by the Department of Labor under 45 U.S.C. 836, and to insure that the Vendor agrees to those terms.

Section 4. Davis-Bacon Act Provisions. Payment of prevailing wages on the Project is required by 49 U.S.C. 24405(c)(2) for Project components that use or would use rights-of-way owned by a railroad. Vendor shall comply with the provisions of 49 U.S.C. 24405(c)(2)), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

II. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

Section 1. Whistleblower Protection. An employee of Vendor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of employee’s duties, to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General of the United States, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- a. Gross mismanagement of an agency contract or grant relating to ARRA funds;
- b. A gross waste of ARRA funds;
- c. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- d. An abuse of authority related to the implementation or use of ARRA funds; or
- e. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant awarded or issued relating to ARRA funds.

Section 2. False Claims Act. Vendor shall promptly refer to the U.S. Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

Section 3. Prohibited Activities. None of the funds provided through this Agreement may be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Section 4. Recovery Act Funding Announcement. Vendor is strongly encouraged to post a sign at all fixed project locations at the most publicly accessible location and a plaque in all purchased or rehabilitated locomotives announcing that the Project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through ARRA. The configuration of the signs or plaques will be consistent with guidance issued by the Office of Management and Budget (OMB) and/or the U.S. Department of Transportation and approved by the FRA.

Section 5. Reporting Requirements.

a. Employment Report. In addition to any other reporting required by the Agreement, Vendor shall provide to IDOT an employment summary for all employees working on the Project from the Agreement execution date to the last full pay period each month for the duration of the Agreement. The report may include but is not limited to:

1. Total number of employees.
2. The total hours worked.
3. Total payroll.
4. the number of direct, on-project jobs created or sustained by the Federal funds provided for projects under this Agreement and, to the extent possible, the estimated indirect jobs created or sustained in the associated supplying industries, including the number of jobs created and the total increase in employment.

The report shall be completed by Vendor. Vendor shall also report for each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this Agreement shall be included. Engineering consulting firms performing material testing for Vendor shall also be included. Hours worked for material suppliers, services provided by purchase orders, IDOT employees or consulting firms performing inspection or testing for IDOT shall not be included in the report. Vendor will supply the requested employment information for its own labor force and its subcontractors as part of the monthly billing process in accordance with its existing bill process procedures. Subcontractor employment information will be reported once the subcontractor's bill has been approved for payment by Vendor. The report shall contain all hours worked under the Agreement from the start of the month to the last full pay period each month. The report shall be submitted electronically by accessing IDOT's website (<http://www.dot.il.gov/stimulus/index.html>). Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

b. Jobs Accountability Reports.

1. As required by section 1512(c) of ARRA, and consistent with OMB Guidance, dated June 22, 2009 and found at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf, Vendor shall submit a jobs accountability report to the State electronically at <http://www.dot.il.gov/stimulus/index.html>, not later than ten (10) days after the end of each quarter. The report shall contain: (A) the total amount of ARRA funds received pursuant to this Agreement; (B) the amount of ARRA funds received that were expended or obligated to projects or activities; and (C) a detailed list of all projects or activities for which ARRA funds were expended or obligated, including—
 - (i) the name of the project or activity;
 - (ii) a description of the project or activity;
 - (iii) an evaluation of the completion status of the project or activity;
 - (iv) an estimate of the number of jobs created and the number of jobs retained the project or activity; and
 - (v) detailed information on any subcontracts awarded by Vendor to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of OMB.
2. Information from these reports will be made available to the public. The reporting responsibility should be passed down from Vendor to any subcontractor or vendor, in order to ensure that the necessary information is provided to the State, which is ultimately responsible for reporting the required elements to the FRA. OMB may issue additional guidance on the preparation and submission of jobs accountability reports. Vendor must also register with the Central Contractor Registration database (<http://www.ccr.gov>) or complete other registration requirements as determined by the Director of OMB. A DUNS Number (<http://www.dnb.com>) is one of the requirements for registration on the Central Contractor Registration.

III. GENERAL PROVISIONS.

Section 1. General Requirements. Vendor agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions of the FRA cooperative grant agreements, this Agreement, the application, approved project budget, project schedules, and all applicable laws, regulations, and public policies of FRA.

Section 2. Application of Federal, State, and Local Laws and Regulations.

a. Federal Laws and Regulations. Vendor understands that Federal laws and regulations related to this Agreement on the date the Agreement was executed may be modified from time to time. Vendor agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, so long as consistent with the terms of this Agreement. Likewise, new Federal laws and regulations may be established after the date the Agreement has been executed and may apply, to the extent they are consistent with the terms of this Agreement. To achieve compliance with changing Federal requirements, Vendor agrees to include in all sub-assistance agreements and third party contracts financed with FRA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project to the extent they are consistent with the terms of this Agreement. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

b. State and Local Laws and Regulations. Except to the extent that a Federal statute or regulation preempts State law, nothing in this Agreement shall require Vendor to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or local law; however, if any of the provisions of this Agreement violate any applicable State or local law, or if compliance with the provisions of this

Agreement would require Vendor to violate any applicable State or local law, Vendor agrees to notify the State immediately in writing in order that the State, in consultation with FRA, and Vendor may make appropriate arrangements to proceed with the Project as soon as possible.

Section 3. No FRA Obligations to Third Parties. The State and Vendor acknowledge and agree that, notwithstanding any concurrence by the FRA in or approval of the Solicitation or award of the underlying contract, this Agreement, absent the express written consent by the FRA, the FRA is not a party to this Agreement and shall not be subject to any obligations or liabilities to the State or Vendor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement. Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FRA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Section 4. Ethics.

a. General. Vendor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents. The code or standards shall provide that Vendor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors or sub-Grantees. Vendor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by Vendor's officers, employees, board members, or agents, or by contractors or sub-Grantees or their agents.

b. Personal Conflict of Interest. Vendor's code or standards must provide that no employee, officer, board member, or agent of Vendor may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

c. Organizational Conflicts of Interest. Vendor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

Section 5. Accounting Records.

a. Project Accounts. Vendor agrees to establish and maintain for the Project either a separate account or set of accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, as amended, whichever is applicable.

b. Documentation of Project Costs and Program Income. All costs charged to the Project, including any approved services contributed by Vendor or others, shall be supported by properly executed payrolls, time records, invoices,

contracts, or vouchers describing in detail the nature and propriety of the charges. Vendor also agrees to maintain accurate records of all Program Income derived from Project implementation.

c. Checks, Orders, and Vouchers. Vendor agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 6. Record Retention, Audits and Inspection.

a. Submission of Proceedings, Contracts and Other Documents. During the course of the Project and for three years thereafter, Vendor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA and the State may require, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Vendor agrees to maintain the same until the State, the FRA, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reporting and record-keeping requirements are set forth in 49 C.F.R. Part 18. Project closeout does not alter these requirements. Failure to maintain the required books, records, and supporting documents shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available.

b. Audit. Vendor agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto and provide the information necessary for the State to undertake any audits. Vendor agrees to obtain any other audits required by FRA or State. Project closeout will not alter Vendor's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-2 1, Revised; or OMB Circular A-122, Revised.

c. Inspection. Vendor agrees to permit the State's internal auditors, the State Auditor General, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Vendor and its sub-contractors pertaining to the Project. Vendor agrees to require each third party contractor to permit the State's internal auditors, the State Auditor General, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

Section 7. Payment by FRA. Vendor agrees to provide IDOT with information necessary for IDOT to complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FRA and to complete and submit Standard Form 270, "Request for Advance or Reimbursement," to FRA.

Section 8. Allowable Costs. Vendor's expenditures will be reimbursed only if they meet all requirements set forth below:

- a. Conform with the Project description, the Statement of Work, and the Approved Project Budget and all other terms of the Cooperative Agreement;
- b. Be necessary in order to accomplish the Project;
- c. Be reasonable for the goods or services purchased;

- d. Be actual net costs to Vendor (i.e., the price paid minus any refunds, rebates, or other items of value received by Vendor that have the effect of reducing the cost actually incurred);
- e. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FRA to the contrary is received in writing;
- f. Unless permitted otherwise by Federal status or regulation, conform with Federal guidelines or regulations and Federal cost principles including, but not limited to the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments";
- g. Be satisfactorily documented; and
- h. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the State, and those approved or prescribed by the State for its Grantees.

Section 9. Disallowed Costs. Vendor agrees that IDOT's reimbursement of any of its cost under the "Payment by FRA," part of this Agreement does not constitute a final FRA or IDOT decision about the allowability of that cost and does not constitute a waiver of any violation by Vendor of the terms of this Agreement. Vendor understands that FRA and IDOT will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If State determines that Vendor is not entitled to receive any part of the funds requested, State will notify Vendor stating the reasons therefore. If the State has made payments to Vendor in excess of the total amount of funding due, Vendor agrees to promptly remit that excess and interest as may be required. Project closeout will not alter Vendor's obligation to return any funds due to State as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter State's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, State may offset any assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government or State may have against Vendor. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 10. General Federal Requirements. Vendor agrees to comply with the property management standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

Section 11. Records. Vendor agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to the State, upon request, such information as may be required to assure compliance with this section of this Agreement.

Section 12. Flood Hazards. Vendor agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition Project.

Section 13. Procurement.

a. Federal Standards. Vendor agrees to comply with the Procurement Standards requirements of the State as set forth in 49 C.F.R. § 18.36 and with any applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, the State and FRA reserve the right to review Vendor's technical specifications and requirements.

b. Reserved.

c. Cargo Preference. Use of United States - Flag Vessels. Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 C.F.R. Part 381, Vendor shall insert the following clauses in contracts entered into by Vendor in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

As required by 46 C.F.R. Part 381, Vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

d. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, Vendor agrees to:

1. specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
2. express the said amount as a percentage of the total costs of the planned acquisition.

e. Debarment and Suspension; and Drug-Free Work Place. Vendor agrees to comply with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

f. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals. Vendor agrees to use small businesses owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26), including veteran-owned small businesses and service disabled veteran-owned small businesses, and to achieve any DBE goal for the Contract, in accordance with the respective plan developed by the State for this Project.

Section 14. Metric System: Please see Technical Specification 3.5.3 "Metrication."

Section 15. Patent Rights.

a. If any invention, improvement, or discovery of Vendor or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Vendor agrees to notify FRA and IDOT immediately and provide a detailed report. The rights and responsibilities of Vendor, third party contractors, FRA and IDOT with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

b. If Vendor secures a patent with respect to any invention, improvement, or discovery of Vendor or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, Vendor

agrees to grant to FRA and IDOT, a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal or State Government purposes.

Section 16. Rights in Data and Copyrights.

a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

b. The following restrictions apply to all subject data first produced in the performance of this Agreement:

1. Except for its own internal use, Vendor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may Vendor authorize others to do so, without the written consent of FRA and IDOT, until such time as FRA and IDOT, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to grant agreements with academic institutions.
2. As authorized by 49 C.F.R. § 18.34, FRA and IDOT, reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or State Government purposes:
 - i. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - ii. Any rights of copyright to which Vendor or its sub-contractor purchases ownership with Federal assistance.

c. When FRA provides assistance to a Grantee for a Project involving planning, research, or development, it is generally FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FRA determines otherwise, Vendor understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FRA may make available to any FRA Grantee, sub-Grantee, third party contractor, or third party subcontractor, either FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FRA may direct.

d. Vendor agrees to indemnify, save and hold harmless FRA and IDOT, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Vendor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. Vendor shall not be required to indemnify FRA and IDOT, for any such liability arising out of the wrongful acts of employees or agents of FRA and IDOT.

e. Nothing contained in this section on rights in data, shall imply a license to FRA and IDOT, under any patent or be construed as affecting the scope of any license or other right otherwise granted to FRA and IDOT under any patent.

f. The requirements of this section of this Agreement do not apply to material furnished to Vendor by FRA and IDOT, and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by Vendor at the time of delivery of such work.

g. Unless FRA and IDOT determine otherwise, Vendor agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

Section 17. Acknowledgment of Support and Disclaimer.

a. An acknowledgment of FRA support and a disclaimer must appear in any Vendor publication, whether copyrighted or not, based on or developed under this Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement, dated [insert date of applicable cooperative agreement].”

b. All Vendor publications must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S.DOT.”

Section 18. Site Visits. Vendor understands that FRA and IDOT, through their authorized representatives, have the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and agrees to provide such technical assistance as may be required. Vendor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA and DOT representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by Vendor or subcontractor.

Section 19. Reprints of Publications. At such time as any article resulting from work under this agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to IDOT, clearly referenced with the appropriate identifying information.

Section 20. Safety Oversight. To the extent applicable, Vendor agrees to comply with any Federal or State regulations, laws, or policy and other guidance that IDOT, FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

Section 21. Civil Rights. Vendor agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that FRA determines otherwise in writing. These include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (P.L.88–352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681 - 1683, and 1685 – 1686, which prohibits discrimination on the basis of sex;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended 42 U.S.C. §§ 1601–1607, which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L., 92-255), as amended, relating to nondiscrimination on the bases about called the use or alcoholism;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title V111 of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or finance housing;
- i. 49 U.S.C. section 306, which prohibits discrimination on the basis of race, color, national origin, or sex in Vendor financial assistance programs;
- j. Any other nondiscrimination provisions in the specific statute under which application for Federal assistance was made; and
- k. The requirements of any other nondiscrimination statutes which may apply to Vendor.

Section 22. Americans with Disabilities Act. Vendor agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

Section 23. Environmental Protection.

a. All facilities that will be used to perform work under this Agreement shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, state and Federal standards.

b. Vendor will conduct work under this Agreement, and will require that work that is conducted as a result of this Agreement be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued there under. Vendor certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). Vendor will notify the Administrator as soon as it or any contractor or subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that Vendor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. Vendor will include or cause to be included in each contract or subcontract entered into, which contract or subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform Vendor upon the receipt of a communication from the EPA concerning the matters set forth herein.

c. Vendor may not expend any of the funds provided in this agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until after all environmental and historic preservation analyses required by the National Environmental Policy Act

(42 U.S.C. 4332) (NEPA), the National Historic Preservation Act (16 U.S.C. 470(f)) (NHPA), and related laws and regulations have been completed and the FRA has provided Vendor with a written notice authorizing Vendor to proceed.

d. Vendor shall assist the FRA in its compliance with the provisions of NEPA, the Council on Environmental Quality's regulations implementing NEPA (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980, as revised May 26, 1999, 64 Fed. Reg. 28545 and as updated January 14, 2013, 78 Fed. Reg. 2713), Section 106 of the NHPA, and related environmental and historic preservation statutes and regulations. As a condition of receiving financial assistance under this agreement, Vendor may be required to provide assistance to the State if the State is required to conduct certain environmental analyses and to prepare and submit to the FRA draft documents required under NEPA, NHPA, and related statutes and regulations (including draft environmental assessments and proposed draft and final environmental impact statements).

e. No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by Vendor without the prior written concurrence of FRA. Vendor shall assist the FRA in complying with the requirements of 49 U.S.C. §303(c).

Section 24. Project Closeout. Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when DOT notifies Vendor and forwards the final payment, or when DOT acknowledges Vendor's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on Vendor by this Agreement or by the DOT's final notification or acknowledgment.

Section 25. Compliance with Federal Lobbying Policy. Vendor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Vendor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an offer or employee of IDOT, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and 49 CFR Part 20. Vendor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to this Agreement, if this Agreement is covered by 31 U.S.C. 1352.

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

[Click here to enter text.](#)

STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

I.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.

I.2. The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is **100%**.

I.3. 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.](#)

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

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

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

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

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

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

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

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

I.4. For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

I.5. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.

STATE OF ILLINOIS REFERENCES

Provide references from established firms or government agencies (**2 of each type preferred**) other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT – ATTACHMENT A

Vendors responding to this solicitation shall possess the following experience and competencies. **Vendors responding to this solicitation must indicate EACH acknowledgement item listed below and include in Packet 3.**

- 1) Candidate Quality and Availability (Vendor Acknowledgement Required)
 - a) The Vendor shall not knowingly offer a consultant who is unfit and unskilled for the work to be performed.
Vendor Acknowledgement (initials) _____
 - b) All work performed by the consultant(s) for the Vendor for this project must comply with the Agency's established policies.
Vendor Acknowledgement (initials) _____
- 2) Unsatisfactory Performance (Vendor Acknowledgement Required)
 - a) If, for any reason, the Agency deems any Vendor consultant's performance unsatisfactory, upon written request from the Agency, the Vendor will immediately remove such consultant.
Vendor Acknowledgement (initials) _____
 - b) In the event the Agency requests the removal of a Vendor/consultant, the Vendor shall have the option to replace the consultant for the remainder of the assignment with a qualified replacement at the same hourly rate. The Vendor will use its best efforts to replace the consultant within ten (10) business days unless a different timeframe is mutually agreed upon in writing.
Vendor Acknowledgement (initials) _____
 - c) The Vendor shall make no charge to the Agency for time associated with orienting the replacement consultant. Orienting is defined as the process of the consultant becoming acquainted with the Agency environment, etc. The time for getting a new consultant oriented may vary depending on the project and/or consultant.
Vendor Acknowledgement (initials) _____
 - d) The Vendor and Agency must mutually agree, in writing, to the orientation timeframe.
Vendor Acknowledgement (initials) _____
- 3) Inspection and Acceptance of Work (Vendor Acknowledgement Required)
 - a) It is expressly understood and agreed all work done by the Vendor/consultant shall be subject to inspection and acceptance by the Agency.
Vendor Acknowledgement (initials) _____
 - b) Any progress inspections and approval by the Agency of any item of work shall not forfeit the right of the Agency to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved. Nothing contained herein shall relieve the Vendor/consultant of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the Agency.
Vendor Acknowledgement (initials) _____
- 4) Travel Requirements (Vendor Acknowledgement Required)
 - a) The Vendor is responsible for travel costs of candidates to the assigned work location for oral reviews of resumes and candidate(s) arrival at the assigned work location.
Vendor Acknowledgement (initials) _____
 - b) In the event consultants are required by the Agency to work outside of their assigned work location on specific tasks, the consultant will be reimbursed for travel expenses based on the Agency's travel policy in place at the time the travel occurs.
Vendor Acknowledgement (initials) _____
- 5) Regulations (Vendor Acknowledgement Required)
 - a) Candidates shall individually agree to be bound by Agency regulations, policies and standards including FRA, Board, and other MW State requirements.

- b) Violations of Federal Regulations may include the levying of fines by the FRA. Except in those instances where the FM and the MW States Oversight Body agree that the FRA's enforcement action is unwarranted, the FM shall pay these fines, the cost of which shall be recoverable, except in the case where the fine was the result of action/inaction caused by the FM. When the FM and the MW States Oversight Body agree that the enforcement action is unwarranted, these parties shall jointly mount the defense of this case.
Vendor Acknowledgement (initials) _____
- 6) Ownership of Information and Policies (Vendor Acknowledgement Required)
- a) The Agency shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed and furnished by the Vendor/consultant.
Vendor Acknowledgement (initials) _____
- b) The Vendor/consultant(s) must agree to deliver to the Agency, upon request and without limitation, originals of all interim and/or final work products.
Vendor Acknowledgement (initials) _____
- c) All files containing any Agency information are the sole and exclusive property of the Agency. The Vendor/consultant(s) agree not to use information obtained for any purposes not directly related to the contract.
Vendor Acknowledgement (initials) _____
- d) Vendor/consultant(s) must agree to abide by all Agency confidentiality requirements.
Vendor Acknowledgement (initials) _____
- 7) Reporting, Status and Monitoring (Vendor Acknowledgement Required)
- a) The Vendor and the Agency will work together to monitor performance during the contract.
Vendor Acknowledgement (initials) _____
- b) Vendor shall cooperate with the State in this monitoring activity, which may require that Vendor/consultant(s) report progress and problems (with proposed resolutions), provide records of its performance, participate in scheduled meetings and provide management reports as requested by the State. No such monitoring services, as indicated herein, shall be billed to the Agency.
Vendor Acknowledgement (initials) _____

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: _____

Federal Project Number: _____

Name of Project: _____

CFDA Number*, Federal Agency, Program Title: _____

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Audit Requirements such non-federal entities that expend \$750,000 (or the current 2 CFR Part 200 qualifying amount) or more in federal awards in a year are required to have a single audit performed. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of 2 CFR Part 200 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 (or the current 2 CFR Part 200 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with 2 CFR Part 200 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$750,000 (or the current 2 CFR Part 200 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended

funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE

Do not submit this certification to the Department with your signed contract.

- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, this certification or a copy of your single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract..

Single Audit Not Required

I certify that _____ did not expend \$750,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

_____ Fax No. _____

Fiscal Year End: _____

Email address: _____